

Jerome Delvin
District 1
Shon Small
District 2
Will McKay
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, April 6, 2021

9:00 AM Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **March 30, 2021**

Review Agenda

Consent Agenda

Human Resources

a. Amended Settlement Agreement w/Benton County Deputy Sheriff's Guild and Jorge Garcia

Human Services

b. Ratifying Agreement w/Goodwill Industries of the Columbia for Eviction Rent Assistance

c. Ratifying Fourth Amended Agreement w/WA State Dept of Commerce for Eviction Prevention Services

d. Ratifying Agreement w/Tri-Cities Hispanic Chamber of Commerce for Eviction Rent Assistance Program

e. Ratifying Agreement w/Safe Harbor Crisis Nursery for Expansion of Shelter Beds for Youths

Information Technology

- f. Line Item Transfer, Fund No. 0132-101, Dept. 000
- g. Lease Agreement w/Ricoh for Three Copiers for Corrections Department

Office of Public Defense

- h. Amended Public Defense Investigation Contract w/GT Investigations
- i. Amended Public Defense Investigation Contract w/Columbia Private Investigation
- j. Amended Public Defense Investigation Contract w/Premier Investigation
- k. Compensating Attorney Luis Cisneros for Training Services

Public Works

- l. Approving Construction Plans for a Portion of Orchard View Subdivision & Setting Speed Limit

Purchasing

- m. Agreement w/National Cooperative Purchasing Alliance to Register as a Member
- n. Contract w/Wave Design Group for Architectural & Engineering Services for the Redesign of the Front Entrance of the Justice Center
- o. Purchasing Sign Materials from Traffic Safety Supply Company for Public Works
- p. Accepting Work Performed by Banlin Construction for the Finance Dept. Tenant Improvement & Restroom Project

Risk Management

- q. Contract w/Mid-Columbia Forklift for Training & Employee Certification

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

Public Hearing

Continued Hearing on Ordinance Amendment to BCC 11.15 & BCC 11.17 – OA 2021-001 ~ G Wendt & M Cooke

Scheduled Business

Designation of Benton County's Official Associate Development Organization ~ A Fyall

County Newspaper Bid ~ M Rasmussen

Proclaiming April 2021 National County Government Month ~ Commissioner Delvin

Other Business

Executive Session

Potential Litigation ~ R Lukson & A Morasch

Discuss the County's position in Labor Negotiations ~ L Wingfield

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 30, 2021, 9:00 a.m.

Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small (via/WebEx)
Commissioner Will McKay (via/WebEx)
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: County Administrator Jerrod MacPherson (vacation – excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Adam Fyall, Sustainable Development Manager; Greg Wendt, Director of Community Development and Michelle Cooke, Assistant Planning Manager; Peter McEnderfer, Associate Planner; DPA Ryan Brown (via/WebEx).

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Special Minutes of March 16, 2021 (Town Hall Meeting) were approved.

The Minutes of March 23, 2021 were approved.

Consent Agenda

MOTION: Chairman Small moved to approve the consent agenda items “a” through “o”. Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus & Disposition of Personal Property

Commissioners

- b. Board Assignments; Rescinding Resolution 2021-045

IT

- c. Renewal of KnowBe4 Security Awareness Training Subscription

Public Works

- d. Revised Local Agency Federal Aid Project Prospectus for Dallas Road Bike Path Project

Purchasing Dept.

- e. Award & Contracts for Supplying Road Surfacing Materials for Public Works
- f. Accepting Work Performed by Banlin Construction for Justice Center Plumbing & Water Intrusion Project
- g. Contract w/Sierra Electric for On-Call Electrical Maintenance Services
- h. Rejection of Bids for Prosser Courthouse Hearing Room Bathroom Project
- i. Amending Resolution 2021-155 Authorizing Purchase of Vehicles for Various Departments
- j. Amending Resolution 2021-228 Authorizing Purchase of Vehicles for Corrections Dept.
- k. Contract w/Yoder dba Coffey Refrigeration for Quarterly Inspections & Repair & Maintenance Services for Kitchen Equipment @ the Jail
- l. Agreement w/Naphcare, Inc. for Health Care Services to Inmates & Detainees @ the Jail
- m. Contract w/Apollo Mechanical Contractors for Boiler Replacement Project @ the Jail
- n. First Amended Contract w/Bergstrom Aircraft for Maintenance, Repairs, Fueling, Pilot Supplies & Hangar Rental for Sheriff's Office

Superior Court

- o. Contract w/Regional Toxicology Services for Urinalysis Testing

Public Comment

Michelle Caron (via/WebEx), said she was the applicant for the Open Space Application, and would appreciate the Board's consideration (in favor). Chairman Delvin asked her to wait on the line until the public hearing.

Public Hearing - Ordinance Amendment – BCC 11.15 & BCC 11.17 – OA 2021-001

Greg Wendt announced the public hearing on the Ordinance Amendment for BCC 11.15 & BCC 11.17 – OA 2021-001 would need to be continued to April 6, 2021 at 9:00 a.m. at the Justice Center, Commissioners' Conference Room, 2nd Floor. A notice will be posted on the entrance to the Board room and the website.

Mr. Wendt introduced new employee Peter McEnderfer, who came from Franklin County with a lot of experience.

Public Hearing – Open Space Application – OS 2001-001

Greg Wendt said this application was a little unusual; applicants have the option to apply for Open Space Land classifications to allow subject parcels to be valued at their current use, rather than their highest and best use for assessment of property taxes. The options were agriculture, timber, or open (conservation lands that may have a public benefit) and directs the County to process in the same manner as a comprehensive plan amendment. He said it did appear before the Planning Commission and they forwarded a recommendation for approval.

Mr. McEnderfer was the application was reviewed and the site was located West of E. Jacobs Road and North of Dallas Road in Benton City, near Goose Ridge Winery. He said the applicants operate a wildlife rehabilitation center and have permits from US Federal Fish & Wildlife and

Washington Department of Fish & Wildlife to provide a natural habitat for birds and animals to mature or recover.

Additionally, he conducted an inspection of the property with the Assessor's Agriculture appraiser, and both agreed the property met the intent of the Open Space Taxation Act.

The Planning Commission and Planning Division recommended approval of the application, subject to the conditions in the agreement. The site is surrounded by Department of Natural Resources land, which is leased, and they are well-aware of the rehabilitation facility.

As there was no one present to testify, the public hearing was closed. Michelle Caron disconnected from WebEx.

MOTION: Commissioner Small moved to approve the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as their own and approve the application for Classification for Open Space Land as noted in Casefile OS 2021-001 and authorize the Chairman to sign the Notice of Approval for Classification as Open Space as presented. Commissioner McKay seconded and upon vote, the motion carried.

Scheduled Business

Benton Conservation District Briefing

Adam Fyall introduced Mark Nielson and Heather Wendt, Benton Conservation District, and they provided a briefing via/Powerpoint and discussed the following:

- History – founded in 1942 – non regulatory resource agency and that works mostly with private land owners
- Priorities/Goals – air quality/education/water quality, wildlife habitat, public access, urban interface, water quantity, district operations
- Board Members
- Current projects – heritage/small farms programs – conservation (webinars provided during COVID - increased attendance - over 150 attended). The video was posted online and several 100 more watched. They will take those lessons to continue to provide additional services as they begin to provide in-person training. Salmon in the classroom – provided a “salmon cam” and online tutorial – typically reach 20,000 students (on target to reach 30,000 students due to increased access).
- Aquatic weed control - stargrass on the Yakima – problems with clogging/covering salmon spawning beds/breeding space for mosquitos. Through a grant they purchased an aquatic weed harvester – hope to treat and open-up salmon spawning beds and treat mosquitos – purely experimental
- Air quality issues – proposed improvements
- Received ground water grant from Dept. of Ecology for Badger Coulee area

Scout Clean Energy's Application to EFSEC – Horse Heaven Wind Farm

Greg Wendt and Michelle Cooke, Planning, and DPA Ryan Brown (via/WebEx) presented a County statement to EFSEC in opposition to the proposed Scout Energy Horse Heaven Wind Farm project and proposed attachments.

If approved, the letter of opposition, as well as the packet including a summary of findings, public comments, and audio of the March 16 Town Hall Meeting will be included and submitted to EFSEC later this afternoon. They will be present at EFSEC's public meeting tonight at 5:00 p.m., followed by the land use hearing.

Additionally, the applicant dropped its request for expedited review, which means they will be required to complete an EIS, as well as adjudicated hearings to review the land use laws.

Mr. Brown commented he received a call from their attorney on Monday stating they had withdrawn their request for expedited hearing. He said that essentially reduced the need for the land use consistency hearing scheduled for tonight, however, it was still scheduled.

Commissioner Small said he was in favor of the letter, and hoped it resonated with the EFSEC Board. Commissioner McKay said if approved, he would read the statement into the record at tonight's meeting. He agreed with Commissioner Small and said hopefully EFSEC would listen to their concerns.

MOTION: Commissioner Small moved to approve the statement of opposition letter to EFSEC regarding the Horse Heaven Wind Farm project for tonight's meeting as presented. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Phase 3 Update

The County was still waiting to get guidance on Phase 3. However, Chairman Delvin said he was contacted by the Governor's staff and they have another meeting at the end of April.

Accounts Payable

Check Date: 03/19/2021

Warrant #: 215716-215929

Total all funds: \$3,102,945.01

EFT #: 1685-1691

Transfers #: 03192101-03192107

Total all funds: \$812,341.18

Resolutions

- 2021-268: Surplus & Disposition of Personal Property
- 2021-269: Board Assignments; Rescinding Resolution 2021-045
- 2021-270: Renewal of KnowBe4 Security Awareness Training Subscription
- 2021-271: Revised Local Agency Federal Aid Project Prospectus for Dallas Road Bike Path Project

- 2021-272: Award & Contracts for Supplying Road Surfacing Materials for Public Works
- 2021-273: Accepting Work Performed by Banlin Construction for Justice Center Plumbing & Water Intrusion Project

- 2021-274: Contract w/Sierra Electric for On-Call Electrical Maintenance Services
- 2021-275: Rejection of Bids for Prosser Courthouse Hearing Room Bathroom Project
- 2021-276: Amending Resolution 2021-155 Authorizing Purchase of Vehicles for Various Departments

- 2021-277: Amending Resolution 2021-228 Authorizing Purchase of Vehicles for Corrections Dept.

- 2021-278: Contract w/Yoder dba Coffey Refrigeration for Quarterly Inspections & Repair & Maintenance Services for Kitchen Equipment @ the Jail
- 2021-279: Agreement w/Naphcare, Inc. for Health Care Services to Inmates & Detainees @ the Jail

- 2021-280: Contract w/Apollo Mechanical Contractors for Boiler Replacement Project @ the Jail

- 2021-281: First Amended Contract w/Bergstrom Aircraft for Maintenance, Repairs, Fueling, Pilot Supplies & Hangar Rental for Sheriff's Office
- 2021-282: Contract w/Regional Toxicology Services for Urinalysis Testing
- 2021-283: Approval of Application for Classification of Open Space – OS 2021-001

There being no further business before the Board, the meeting adjourned at approximately 9:34 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	4/6/2021	
Subject:	Amendment to 2020 Settlement Agreement and Release for the Garcia Grievance	
Presenter:		
Prepared By:	L. Wingfield	
Reviewed By:		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

On January 14, 2020, Benton County and the Benton County Deputy Sheriff's Guild entered into an agreement for the Discharge Grievance regarding Garcia. DRS declined to provide the employee "service credit" for two months as it was identified in the Agreement. The amendment proposed will make payment to the employee less mandatory deductions but not reportable to DRS, equally 166.6 hours totaling \$6,718.64 and return \$934.42 that was previously withheld for DRS deductions.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the Amendment to Garcia Grievance, 2020 Settlement Agreement and Release.

Suggested Motion

I move to approve the Resolution and the Amendment to Garcia Grievance, 2020 Settlement Agreement and Release.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE AMENDMENT TO GARCIA GRIEVANCE, 2020 SETTLEMENT AGREEMENT AND RELEASE BETWEEN BENTON COUNTY AND THE BENTON COUNTY DEPUTY SHERIFF'S GUILD AND GRIEVANT JORGE GARCIA.

WHEREAS, an agreement has been reached to amend the 2020 Settlement Agreement for the Garcia Grievance regarding DRS service credit; **NOW THEREFORE,**

BE IT RESOLVED, the Benton County Commissioners approve the attached Amendment to Garcia Grievance, 2020 Settlement Agreement and Release between Releasing Benton County Deputy Sheriff's Guild, Releasing Grievant Jorge Garcia and, Benton County and the Benton County Sheriff's Office.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

AMENDMENT TO GARCIA GRIEVANCE 2020 SETTLEMENT AGREEMENT AND RELEASE

THIS AMENDMENT shall be incorporated into the Discharge Grievance Settlement Agreement And Release (Agreement) entered into by the parties on January 14, 2020, and is effective upon signature by all parties, and is made by and between Releasing Benton County Deputy Sheriff's Guild (GUILD), Releasing Grievant Jorge Garcia (EMPLOYEE) and, Benton County (COUNTY), and the Benton County Sheriff's Office (SO), (collectively EMPLOYER).

WHEREAS, the Washington Department Retirement Systems (DRS) declined to provide the Employee "service credit" for two months in 2019 identified in the Agreement; and

WHEREAS, EMPLOYER agrees with EMPLOYEE and GUILD proposed payment of 166.6 hours at EMPLOYEE'S 2019 pay scale, totaling \$6,718.64 less mandatory deductions (amount taxed as wages; not DRS reportable compensation) in lieu of DRS service credit for the subject two months; and

WHEREAS, the parties hereto desire to fully resolve, compromise, relinquish and forever settle, any and all demands, disputes, grievances, claims and/or allegations, by and between the parties, arising out of, or related to, execution of this Amendment and, the DRS service credit issue set forth herein.

NOW THEREFORE, the parties do hereby agree as follows:

1. **PAYMENTS TO EMPLOYEE:** EMPLOYER will pay EMPLOYEE as follows, in the first, complete payroll cycle following the date of the last signature affixed to this Amendment:
 - **Back Pay:** EMPLOYEE'S pay pursuant to the controlling collective bargaining agreement, for 166.6 hours in 2019, less any and all required/mandatory payroll deductions (taxed as wages; not DRS reportable compensation), BUT NOT including contributions to EMPLOYEE'S retirement account with the DRS on this amount.
 - **DRS Deductions:** Return to EMPLOYEE \$934.42 previously withheld for DRS deductions.
2. **NO PRECEDENCE:** The terms and conditions of this Amendment, and the underlying Agreement shall not be considered to set a precedent, including the application and interpretation of the existing collective bargaining agreement and successor collective bargaining agreements.
3. **FULL AND COMPLETE GRIEVANCE ARBITRATION RESOLUTION:** The terms and conditions of this Amendment shall constitute full and complete settlement and resolution, of any and all disputes, grievances and/or allegations by and between the parties, arising out of or related to, implementation of the Agreement and, resolution of the DRS service credit issues, including those set forth herein., and related issues.
4. **DISPUTES:** Any disputes concerning this Amendment shall be resolved through the grievance procedure of the then-current collective bargaining agreement between EMPLOYER and GUILD.

5. The signatories to this Amendment acknowledge that in consideration of this Amendment, and payment referenced herein to Releasing EMPLOYEE, shall be contingent on the execution of this release. Accordingly, upon execution of this release, Releasing EMPLOYEE and GUILD claims in this matter will be satisfied in full without costs, and both parties will therefore bear their own attorney fees, costs, and any and all other expenses, including but not limited to, expert witness fees, and any other expenses or costs arising out of or in any way associated with, the DRS service credit and related claims in this Amendment..
6. Effective upon implementation of this Amendment, all parties hereto absolutely further release and discharge each other, their agencies, appointed and elected officials, departments, agents, employees, representatives, assigns, insurers, attorneys and successors, subsidiaries, if any, divisions, officers, directors, controlling persons, or joint ventures from any and all past, present, or future claims, civil or otherwise, demands, liability, damages, costs, expenses, actions, causes of actions, or suits of any kind whatsoever on account of, or in any way related to, the incident involved in, or forming the basis for the DRS service credit and related claims in this Amendment.
7. The undersigned parties acknowledge, represent, and agree that they have read this Amendment and fully understand the terms thereof. All parties have had an opportunity to participate in the drafting of this Amendment. The parties therefore waive the general rule of construction that an agreement shall be construed against its drafter.
8. Releasing EMPLOYEE has had the opportunity to be advised as to the benefits and consequences of settlement and the execution of this Amendment is the result of the Releasing EMPLOYEE'S own choosing as to the propriety and legal effect of executing it, and neither the Amendment nor the compromise and settlement recited in it were induced by fraud, coercion, compulsion or mistake, nor is this Amendment nor the compromise and settlement made in reliance upon any statement or representation of any of the parties released by this Amendment or their representatives, agents or attorneys.
9. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. This Amendment embodies the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all agreements, commitments, arrangements, negotiations, representations, or undertakings, whether oral or written, between the parties, and there are no other agreements, covenants, undertakings, representations, or warranties with respect to the subject matter of this Amendment other than those expressly set forth and referred to herein.
11. Each term and provision of this Amendment constitutes a separate undertaking, covenant, or promise. In the event that any term or provision hereof is determined to be unenforceable, invalid, or illegal in any respect, the remaining terms and provisions shall continue to be enforceable and valid. If any term or provision hereof shall, for any reason, be held to be excessively broad as to time, duration, activity, scope, or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent permitted by applicable law of the State of Washington.


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

DEPUTY SHERIFF'S GUILD

GRIEVANT/EMPLOYEE



Brian Tunesvik, President



Jorge Garcia

Date: 3-8-2021

Date: 3/8/21

SHERIFF'S OFFICE



Jerry Hatcher, Sheriff

Date: 3/23/21

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

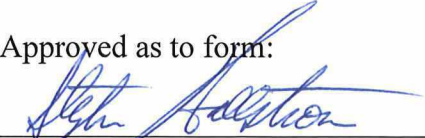
Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date: _____

Approved as to form:



Stephen Hallstrom, DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021
Subject:	Ratify Agreement PSC-2021-GW-ERAP-02 with Goodwill Industries of the Columbia, Inc.
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input 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

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: \$400,000.00

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 \$400,000.00.

Recommendation

- Sign the Resolution to Ratify Agreement to Agreement PSC-2021-GW-ERAP-02, 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-2021-GW-ERAP-02 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 March 11, 2021 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-2021-GW-ERAP-02 agreement, between Goodwill Industries of the Columbia, Inc. and Benton County Department of Human Services for a grant amount of maximum total of \$400,000.00 as executed by the Benton County Administrator on March 11, 2021; 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 March 1, 2021 and ends on June 30, 2021.

Dated this.....day of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021-GW-ERAP-02**

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 March 1, 2021 and shall expire on June 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.

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

- 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

5. COMPENSATION

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed four hundred thousand dollars and no cents (\$400,000.00), 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 employer's liability.

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

c. **Commercial General Liability and Employers Liability**

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

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

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

The CONTRACTOR must provide commercial general liability

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

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

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

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

e. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the

- policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
 7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 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 -


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

Dated: 03/11/2021

Dated: 3/2/2021

FOR: BENTON COUNTY

FOR: GOODWILL INDUSTRIES OF THE COLUMBIA INC


Chairman


Signature

Per Resolution

Executive Director
Title:

Member

Ken Gosney
Print Name

2020 - 258

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

Approved to Content:


Civil Deputy Prosecuting Attorney


Human Services Manager

Goodwill Industries of the Columbia Inc
PSC-2021-GW-ERAP-02
March 1, 2021 to June 30, 2021
Budget

Budget Category	Amount
Rent Assistance	\$ 363,000.00
Operations	\$ 17,000.00
Administration (5%)	\$ 20,000.00
Total	\$ 400,000.00

Statement of Work "Exhibit A"

Goodwill Industries of the Columbia, Inc. agrees to complete the following items, while following the Department of Commerce Eviction Rent Assistance Program (ERAP) Guidelines:

1. Provide outreach to the community on the Eviction Rent Assistance Program (ERAP).
2. Ensure that out of all individuals/families who are eligible, the appropriate percent listed below are being served. These percentages represent the percent of people below the poverty level by race and ethnicity.
 - a. Persons of Color 61%
 - b. Hispanic (Any Race) 54%
 - c. Black/African American 3%
 - d. American Indian and Alaska Native 1%
3. Assist eligible individuals with completing the required paperwork to be deemed eligible.
4. Pay past, present, and future rent or a combination according to the guidelines set by Commerce.
5. Submit monthly invoice to the Benton County Department of Human Services monthly by the 10th of the month following the month services were provided with supporting documentation of allowed expenses.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Ratify Fourth Amendment to Agreement #21-4614C-102 with Washington State Department of Commerce Eviction Rent Assistance Program (ERAP)	
Presenter:		
Prepared By:	Mari Clark, DHS Contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

The purpose of this Fourth Amendment to Agreement #21-4614C-102 with Washington State Department of Commerce is to increase funds by \$1,444,491.00 to provide services in our community, to provide eviction prevention services to those qualified for the Eviction Rent Assistance Program (ERAP).

Fiscal Impact

Total Agreement Amount: \$4,622,415.00

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 \$4,622,415.00.

Recommendation

- Sign the Resolution Executing the Fourth Amendment to Agreement #21-4614C-102 with Washington State Department of Commerce Community Services and Housing Assistance Unit
- Approve the proposed Fourth Amendment to Agreement #21-4614C-102 by signing all the copies where indicated

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 FOURTH 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, Benton County Department of Human Services would like to enter into this Agreement with the Washington State Department of Commerce Community Services and Housing Assistance Unit; and

WHEREAS, the purpose of this Fourth Amendment is to increase funds by \$1,444,491.00 of Agreement #21-4614C-102 Benton County Resolution 2020 613, to provide services in our community, to qualify individuals/families for eligibility of the Eviction Rent Assistance Program (ERAP); **NOW, THEREFORE**,

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 February 23, 2021 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 Fourth 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 \$1,444,491.00 from the Eviction Rent Assistance Program (ERAP) Grant for a total grant amount of \$4,622,415.00, as executed by the Benton County Administrator on February 23, 2021; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to vouch 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 date of execution and ends on June 30, 2021.

Dated this.....day of, 2021

Chair

Member

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

Attest: _____

Amendment

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

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

1. Grantee Benton County Department of Human Services 7102 W OKANOGAN PL STE 201 KENNEWICK, WA 99336		2. Grantee Doing Business As (optional)	
3. Grantee Representative Mari Clark (509) 737-3902 mari.clark@co.benton.wa.us		4. COMMERCE Representative Jessica Simon Grant Manager (360) 725-2955 jessica.simon@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$3,177,924	6. Amendment Amount \$1,444,491	7. New Grant Amount \$4,622,415	
8. Amendment Funding Source Federal: X State: X Other: N/A:		9. Amendment Start Date February 15, 2021	10. Amendment End Date June 30, 2021
11. Federal Funds (as applicable): \$3,177,924	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.019	
12. Amendment Purpose: Adds funds from the state Disaster Response Account.			

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>FOR GRANTEE</p>  _____ Signature Jerrad MacPherson, County Administrator _____ Print Name, Title 02/23/2021 _____ Date	<p>FOR COMMERCE</p> _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY Sandra Adix _____ Assistant Attorney General 3/20/2014 _____ Date
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Amendment

This Grant is amended as follows:

Attachment B

Budget

Budget Category	Current Grant Amount (and any previous amendments or budget revisions)	Amendment Amount	New Grant Amount
Administration	\$468,238	\$216,674	\$684,912
Rent	\$2,406,540	\$1,170,017	\$3,576,557
Operations	\$173,000	\$57,800	\$230,800
By & For	\$130,146	\$0	\$130,146
Total	\$3,177,924	\$1,444,491	\$4,622,415

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

Grant Number: Fourth 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:

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

Meeting Date:	April 6, 2021	
Subject:	Ratify Agreement PSC-2021-TCHCC-02 with Tri-Cities Hispanic Chamber of Commerce	
Presenter:		
Prepared By:	Mari Clark, DHS Contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

This agreement is to provide outreach services to our community and deem eligible, individuals/families for the Eviction Rent Assistance Program (ERAP) to those in need due to the COVID-19 outbreak.

Fiscal Impact

Amount: \$106,944.00

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 \$106,944.00.

Recommendation

- Sign the Resolution to Ratify Agreement PSC-2021-TCHCC-02 with Tri-Cities Hispanic Chamber of Commerce.

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-2021-TCHCC-02
BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TRI-
CITIES HISPANIC CHAMBER OF COMMERCE**

WHEREAS, the purpose of this Agreement is to provide outreach services to the community to educate on the eviction rent assistance program 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 March 11, 2021 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-2021-TCHCC-02 agreement, between Tri-Cities Hispanic Chamber of Commerce and Benton County Department of Human Services for a grant amount of maximum total of \$106,944.00 as executed by the Benton County Administrator on March 11, 2021; 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 Tri-Cities Hispanic Chamber of Commerce, necessary for the disbursement of the homeless housing funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the March 1, 2021 and ends on June 30, 2021.

Dated this.....day of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021-TCHCC-02**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TRI-CITIES HISPANIC CHAMBER OF COMMERCE**, a corporation organized under the laws of the State of Washington with its principal offices at 1600 N. 20th Ave., #D, Pasco, WA 99301 (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

2. DURATION OF CONTRACT

The term of this Contract shall begin on March 1, 2021 and shall expire on June 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.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide outreach services to the community to educate and qualify individuals/families who are in need of eviction rent assistance due to COVID-19. 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: Martin Valadez
Address: 1600 N. 20th Ave, #D
Pasco, WA 99301
Phone: 509-542-0933
Email: valadez torres@yahoo.com

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

5. COMPENSATION

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred six thousand nine hundred forty-four dollars and no cents (\$106,944.00), 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 by the 10th of the month following services provided. 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. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

shall be as follows:

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect

to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. **Verification of Coverage and Acceptability of Insurers:**

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

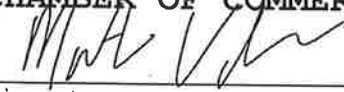
Dated: 03/11/2021

Dated: March 4, 2021

FOR: BENTON COUNTY

FOR: TRI-CITIES HISPANIC CHAMBER OF COMMERCE


Chairman


Signature

Per Resolution
Member

Interim Executive Director
Title:

2020-258
Member


Martin Valadez
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Approved as to Content


Civil Deputy Prosecuting Attorney


Dept. of Human Services Manager

Tri-City Hispanic Chamber of Commerce
PSC-2021-TCHCC-02
March 1, 2021 to June 30, 2021
Budget

Budget Category	Amount
Operations	\$ 101,852.00
Administration (5%)	\$ 5,092.00
Total	\$ 106,944.00

Statement of Work "Exhibit A"

Tri-City Hispanic Chamber of Commerce agrees to complete the following items while following the Department of Commerce Eviction Rent Assistance Program (ERAP) Guidelines:

1. Provide outreach to the community on the Eviction Rent Assistance Program (ERAP).
2. Ensure that out of all individuals/families who are eligible, the appropriate percent listed below are being served. These percentages represent the percent of people below the poverty level by race and ethnicity.
 - a. Persons of Color 61%
 - b. Hispanic (Any Race) 54%
 - c. Black/African American 3%
 - d. American Indian and Alaska Native 1%
3. Refer individuals to Goodwill Industries of the Columbia or the Housing Resource Center (HRC). Goodwill and HRC will determine eligibility.
4. Network with other agencies in the community, informing them of the ERAP program and how they can refer individuals/families to Goodwill or HRC.
5. Submit monthly invoice to the Benton County Department of Human Services monthly by the 10th of the month following the month services were provided with supporting documentation of allowed expenses.
6. Expenses over \$100 must be approved prior to purchase.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 8, 2021	
Subject:	Ratify Agreement #2021-SHELTER-SHCN with Safe Harbor Crisis Nursery	
Presenter:		
Prepared By:	Mari Clark , DHS Contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

This agreement is to provide expansion to the available shelter beds for youth in our community during the COVID-19 outbreak.

Fiscal Impact

Amount: \$907,200.00

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 \$907,200.00.

Recommendation

- Sign the Resolution to Ratify Agreement #2021-SHELTER-SHCN with Safe Harbor Crisis Nursery

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 GRANT AGREEMENT #2021-SHELTER-SHCN BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY.

WHEREAS, the purpose of this Agreement is to provide expansion to the available shelter beds for youth in our community; 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 February 17, 2021 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 #2021-SHELTER-SHCN agreement, between Safe Harbor Crisis Nursery and Benton County Department of Human Services for a bed reimbursement rate for a total grant maximum of \$907,200.00, as executed by the Benton County Administrator on February 17, 2021; 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 Safe Harbor Crisis Nursery, necessary for the disbursement of the shelter funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on December 1, 2020 and ends on June 30, 2023.

Dated this.....day of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-SHELTER-SHCN**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Safe Harbor Crisis Nursery**, a non-profit corporation, with its principal offices at 1111 North Grant Place, Kennewick, WA 99336, (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
 Kyle Sullivan, Manager
 Benton and Franklin Counties'
 Department of Human Services
 7102 W. Okanogan Place, Suite 201
 Kennewick, WA 99336
 Phone: (509) 783-5284
 Fax: (509) 783-5981
 E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
 Sara Harpster, Executive Director
 Safe Harbor Crisis Nursery
 1111 North Grant Place
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Agreement Start Date December 1, 2020
 Agreement End Date June 30, 2023
 Unless this Agreement is terminated sooner as set forth herein.

Consideration \$907,200.00

Exhibit A Guidelines for Shelter Program
 Exhibit B Shelter Program Q & A
 Exhibit C Budget

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

For the Contractor:

Sara Harpster

Title: E Director Date 2/17/21

For Benton County:

June Mathew 02/17/2021
 Benton County Commissioners Date

Attest: Clerk of the Board

Per Resolution
2020-258

Approved as to Content:

Approved as to Form:

Kyle Sullivan
 Department of Human Services

[Signature]
 Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

- 1.1. **Commerce** means the Department of Commerce.
- 1.2. **HMIS Collaborative** means a County administered, cooperative agreement of Shelter fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.
- 1.3. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
- 1.4. **Client or clients** means individuals who are eligible for services under this Agreement.
- 1.5. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.
 - a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.
 - b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to

provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

- 1.6. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.
- 1.7. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.
- 1.8. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.
- 1.9. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.
- 1.10. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.
- 1.11. **HUD** means the United States Department of Housing and Urban Development.
- 1.12. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.
- 1.13. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.
- 1.14. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.
- 1.15. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.
- 1.16. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.
- 1.17. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://app.leg.wa.gov/rcw/>.
- 1.18. **Shall** means compliance is mandatory.

- 1.19. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at <http://www.whitehouse.gov/omb/>.
- 1.20. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.
- 1.21. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.
- 1.22. **Vulnerable Adult** means a person:
- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
 - Who has a developmental disability, as defined under RCW 71A.10.020; or
 - Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
 - Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
 - Who is receiving services from an individual provider, as defined under RCW 74.34.020.
- 1.23. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://app.leg.wa.gov/wac/>.
- 1.24. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.
- 1.25. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

- 2.1. **Benton County Shelter Program Grantee** commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly.

2.2 SHELTER & OPERATIONS

a. **Program Overview:**

This shelter program will serve youth ages 13 to 18 targeting at-risk youth including a high proportion of People of Color and teen from the LGBTQQI community. This shelter

program will add eight beds by December 31, 2020 and operate as a continuous stay emergency shelter by utilizing local area hotels.

b. Projects Serving Youth and Young Adults:

1. SHCN must be in good standing with license requirements to serve unaccompanied minors in accordance with RCW 74.15. The license must be in good standing during the grant period, and SHCN or Benton County must notify Commerce immediately in the event of a Department of Children, Youth and Families (DCYF) Division of Licensing Resources (DLR) or Child Protective Services (CPS) investigation and/or "no referral" status. When licensing differs from contracting or other statutory requirements, SHCN must meet the highest standard.

c. Racial Equity:

1. SHCN will implement strategies to prevent racial inequities in who is served and program outcomes.
2. SHCN will prevent racial inequities in their agency by maintaining a non-discriminatory attitude and having a zero-tolerance policy on bullying. Staff will partake in diversity and non-discrimination trainings to prevent biases from affecting the delivery of services and to prevent clients from using racially derogatory terms towards staff and other clients. Staff will remain respectful to all other staff, professionals, and clients and ask clients to be respectful towards staff and other clients as well.

d. Housing Focused Services:

1. SHCN will provide housing case management of residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.
2. SHCN will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, educations, or workforce training, employment services and permanent supportive housing.
3. SHCN will provide individualized care for every teen in need of services and provide all aspects of care for each teen from the moment they enter the shelter. Comprehensive case management and services include the following, but are not limited to food, laundry, obtaining employment, transportation, obtaining identification, accessing health care, obtaining medical appointments, conducting housing searches, family reunification, assistance meeting medical needs, rent assistance and deposits, and mental health and drug and alcohol treatment if needed.

e. Diversion and Problem Solving:

1. SHCN will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.
2. SHCN will work to divert households from entering shelter or long-term crisis response use by actively listening to the client's needs. Staff will walk through the client's situation and determine if they have any additional support they could contact such as family or friends for assistance.

f. Outreach:

1. SHCN will provide outreach to unsheltered individuals.
2. SHCN will provide street youth services aimed at locating at-risk youth in our community and bringing assistance to them.

g. Coordinated Entry Partnership:

1. Shelter program will not fill program openings through coordinated entry.

2. Shelter program will partner with coordinated entry through screening clients to determine if they need a safe place to stay or if they need other services they could benefit from.
3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The Contractor shall aim to improve the housing outcomes of the Shelter Program clients. For each intervention type funded by the Shelter Program, Contractors should adopt the following performance goals:

Intervention Type	Performance Goal	HMIS Calculation	Performance Target ⁹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ¹⁰	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
Site ¹¹			
All	Reduce Average Length of Stay	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS	Not established

5. **OUTCOME EVALUATION:** Program outcomes shall ensure equitable access to the Shelter Program and equitable housing outcomes of Shelter Program clients.

1. Equitable access shall mean that the race and ethnicity of people entering the Shelter Program are similar to the community demographics.
2. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.
3. Equitable housing outcomes means that the outcomes of the Shelter Program clients should be similar, regardless of race or ethnicity.

Race/Ethnicity for Benton & Franklin Counties	Percent of People Below Poverty Level
Persons of Color	61%
Hispanic	54%
Black or African American	3%
American Indian & Alaska Native	1%

6. EXIT DESTINATIONS:

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome
Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing

Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

REPORTING AND DELIVERABLES

- 8. THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data

Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

9. **MONTHLY REPORTING:** The Contractor shall report complete, quality data that is timely, truthful and accurate. The Contractor shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

- 9.1. **Voucher and Voucher Detail Worksheet**
- 9.2. **Supportive Service Report:**
 - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. CLIENT ELIGIBILITY REQUIREMENTS

- a. **Client Eligibility:** Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
- b. **Eligibility Verification and Documentation:** County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. CLIENT FILES:

- All client files shall include:
- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
 - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
 - Correspondence related to each client;

- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County

Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. AMENDMENT: This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. ASSIGNMENT/DELEGATION/SUBCONTRACTING: The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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 Agreement.

17. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. COMPLIANCE WITH APPLICABLE LAW: At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

▪ **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their 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.

19. COMPLIANCE WITH HIPAA: If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected

health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

- 20. COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

- 21. CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

- 22. DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.
- 23. ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- 24. GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. HEADINGS AND CAPTIONS: The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. 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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. INDEPENDENT STATUS: For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. INSURANCE. Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability

and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

- 29. Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

Specific limits required:

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

- 30. Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability 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

- 31. Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.
- 32. Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.
- 33. Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. Professional Liability Insurance: Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than \$1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. 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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. ORDER OF PRECEDENCE: In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

- a. Applicable federal, state, and local law, regulations, rules, and ordinances.
- b. This Agreement, including all documents attached to or incorporated by reference.

37. OWNERSHIP OF MATERIAL: Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. PROHIBITION OF POLITICAL ACTIVITIES: No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. RECORDS MAINTENANCE AND INSPECTION: For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and

employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. REDUCTION/SUSPENSION OF SERVICES: The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. RELATIONSHIP OF THE PARTIES: The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. SEVERABILITY: The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. SURVIVABILITY: The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. TERMINATION DUE TO CHANGE IN FUNDING: If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are

placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

- 45. TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.
- 46. TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirement for contracting with the County;
 - b. Failed to perform under any provision of this Agreement;
 - c. Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
 - d. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
 - e. Otherwise breached any provision or condition of this Agreement.

Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

- 47. DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

- 48. PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. TREATMENT OF CLIENT PROPERTY: Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. TREATMENT OF PROPERTY: Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. WAIVER: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. CONSIDERATION: The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit C, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. SHELTER PROGRAM SERVICES

a. Pre-Occupancy expenses are eligible for reimbursement up to \$0.00 prior to occupancy between December 1, 2020 and December 31, 2021.

b. Post Occupancy expenses eligible for reimbursement up to \$907,200.00 at a rate of \$56.00 per day per net additional bed between January 1, 2021 and June 30, 2023.

c. Allowable Vacancies for Reimbursement – Up to 10% of the beds can be vacant in a given month to receive full reimbursement.

Example 1:

A Shelter Program operates 10 beds, 1 bed could remain empty for an entire month and the Contractor can still request the \$56.00 per day rate for reimbursement for that bed.

Example 2:

If you have five beds available during the month of October, the five beds would have to be filled 90% of the time. This means at least 139 of the 155 days to receive full reimbursement. (31 day in October X 5 beds = 155 days; 155 X 90% = 139).

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of \$24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- ❖ Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- ❖ Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- ❖ All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- ❖ HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- ❖ Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- ❖ Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- ❖ Update HRC weekly with program openings.
- ❖ Refer all households requesting homeless housing assistance to HRC.
- ❖ Identify a point of contact(s) for HRC to direct any referrals.
- ❖ Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- ❖ Update HMIS on a daily basis to show program availability.
- ❖ Work with BCDHS HMIS coordinator to resolve and improve data quality.
- ❖ Report on community needs, trends and resources that may impact HRC.
- ❖ Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of _____, I, _____, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Agency Representative and Date



Benton County Department of
Human Services Representative



Washington State
Department of
Commerce

Guidelines

FOR THE

Shelter Program Grant

August 2020

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1 Grant Basics

1.1 Overview

The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent housing and positive destinations quickly.

Programs enact strategies to ensure racially equitable access and racially equitable outcomes at shelter exit, provide outreach to unsheltered individuals and provide housing stability focused services.

1.2 Program Purpose

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in WA State.

The Shelter Program Grant is a critical resource in the crisis response system.

People living unhoused become stably housed when the system is low barrier, trauma informed, culturally responsive and Housing First oriented. People living unstably housed become stably housed when the system is oriented toward problem solving conversations and personal advocacy to help people identify practical solutions based on their own available resources.

We expect Commerce grantees, including county governments and nonprofits, to be leaders in their crisis response systems, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.3 Fund Source

The Shelter Program Grant is funded by the Home Security Fund as appropriated by the Legislature.

2 Administrative Requirements of Lead Grantees

2.1 Training

Lead/subgrantees must identify staff for training. These staff should include staff that provide direct services and supervisors of direct service staff.

The following trainings are required at least every three years and attendance must be documented:

- ✓ Trauma Informed Services
- ✓ Racial Equity
- ✓ LGBTQ+ competency

Other recommended trainings include:

- ✓ Mental Health Training
- ✓ Supporting individuals harmed by domestic violence
- ✓ Local coordinated entry (CE) policies and procedures as required by lead CE entity
- ✓ Diversion and Problem-Solving
- ✓ Landlord Engagement in Rapid Rehousing
- ✓ Crisis intervention
- ✓ Professional boundaries
- ✓ De-escalation
- ✓ Case management

Online trainings including Progressive Engagement for Programs and Systems, Working With Survivors of Domestic Violence and Introduction to Problem Solving (Diversion) are accessible on the [Department of Commerce website](#).

In addition, lead/subgrantee staff are highly encouraged to attend the annual [Washington State Conference on Ending Homelessness](#).

Costs to attend trainings are an eligible program expense (see [Section 3.3 Operations](#)).

2.2 Grant Management

2.2.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will receive revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.2.2 Commerce Monitoring

Commerce will monitor lead grantees' grant activities. Lead grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

2.2.3 Subgrantee Requirements

All subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with the Shelter Program Grant.

2.2.3.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the Shelter Program Grant guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting Shelter Program Grant funds to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site) and the program requirements being reviewed.

The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities and monitoring frequency.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

2.3 Fiscal Administration

2.3.1 Reimbursement Rates

- ✓ Commerce will reimburse for new beds¹ created on and after January 1, 2020.
- ✓ Commerce will reimburse up to \$56 per day net additional person sheltered above the baseline of shelter occupancy prior to the award of funding.
- ✓ Commerce will reimburse up to \$10,000 per shelter bed prior to occupancy for costs associated with creating additional shelter capacity or improving existing shelters to improve occupancy rates and positive outcomes.

The following table compares the billable budget categories to the allowable expenses.

Budget Categories	Applicable Rates	Allowable Expenses
Pre-Occupancy	\$10,000 per bed prior to occupancy	Facility Support Capital
Post-Occupancy Operations	\$56 per day per bed	<i>Acquisition (pre-occupancy only)</i> Operations Admin

¹ Examples of new beds include tents converted to tiny shelters/homes, seasonal or temporary beds converted to permanent beds or nightly drop-in beds converted to 24-hour beds.

2.3.2 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the lead grantee contracted Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

2.3.2.1 Back-up Documentation

All invoices must include the Shelter Program Enrollment Report. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.

2.3.3 Budget Revisions

A contract amendment may be required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.

3 Allowable Expenses

3.1 Facility Support

- ✓ Lease, master lease or rent payment on a building used to provide emergency shelter
- ✓ Hotel/Motel payments on a building or room used to provide emergency shelter
- ✓ Utilities
- ✓ Maintenance and repair
- ✓ Security and janitorial services
- ✓ Essential facility equipment and supplies
- ✓ On-site and off-site management costs
- ✓ Mortgage payments
- ✓ Other expenses as approved in advance by Commerce

3.2 Capital

- ✓ Construction
- ✓ Capital improvements
- ✓ Other expenses as approved by Commerce

3.2.1 Property Acquisition

- ✓ Property acquisition (only billable to Pre-Occupancy)

3.3 Operations

Operations expenses are directly attributable to the Shelter Program.

- ✓ Salaries and benefits for staff costs
- ✓ Office space, utilities, supplies, phone, internet, and training
- ✓ Equipment
- ✓ Shelter supplies

3.3.1 Financial Assistance

Financial assistance must be paid directly to a third party on behalf of the household.

3.3.1.1 Move-in Costs

One-time move-in costs may be paid to assist participants in moving into permanent or transitional housing destinations. Eligible costs include:

- ✓ First and last months' rent
- ✓ Housing security deposits
- ✓ Utility deposits
- ✓ Incentives paid to landlords
- ✓ Application fees, background check fees, credit check fees
- ✓ Other costs as approved in advance by Commerce

3.3.1.2 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses which directly help a participant to obtain or maintain housing or meet essential household needs.

Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items.

Flexible Funding payments must be paid directly to a third party on behalf of the household.

3.3.1.3 Ineligible Expenses

- ✓ Ongoing rent/utility payments
- ✓ Retailer or merchant gift cards, vouchers or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol or tobacco products.

3.3.2 Program Expenses

- ✓ Intake and assessment
- ✓ Housing support services
- ✓ Outreach services
- ✓ Data collection and entry
- ✓ General liability insurance and automobile insurance
- ✓ Other costs as approved in advance by Commerce

3.3.3 Ineligible Expenses

- Replacement or operating reserves

3.4 Administration

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to the Shelter Program.

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses and operations and maintenance

All amounts billed to administration must be supported by actual costs. This means:

- ✓ Billed directly, such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

4 Allowable Interventions

4.1 Emergency Shelter

Emergency shelter provides short-term temporary shelter (lodging) for people experiencing homelessness.

4.1.1 Shelter Program Models

4.1.1.1 Drop-In Shelters

Drop-In Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis.

4.1.1.2 Continuous-Stay Shelter

Continuous-Stay Shelters offer living arrangements where households have a room or bed assigned to them throughout the duration of their stay.

4.2 Service Delivery

Shelter Programs provide services oriented toward bringing people experiencing unsheltered homelessness inside, and exiting shelter participants to permanent housing and positive destinations quickly.

4.2.1 Rules and Policies

Shelter Programs must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Shelter programs must have flexible intake schedules and require minimal documentation. At the minimum, people must not be screened out based on the following criteria:

- ✓ Having little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with criminal justice system²
- ✓ Having active or a history of alcohol and/or substance use³
- ✓ Having been impacted or affected by crime
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking identification or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of “housing readiness”, including resistance to receiving services
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household’s admission to the program

Shelters may not have stay limits. Participants must not be exited to homelessness solely due to the number of days residing in shelter.

² Shelter Programs serving families with children may screen participants for sex offenses.

³ Sobriety/recovery focused Shelter Programs may limit enrollment to individuals seeking a sober/recovery focused environment.

Shelter Programs must not require participants to pay a share of rent or program fees.

Participants must not be terminated from the program for the following reasons:

- ✓ Failure to participate in supportive services or treatment programs
- ✓ Failure to make progress on a housing stability plan
- ✓ Alcohol and/or substance use in and of itself is not considered a reason for termination⁴

If a participant is terminated from the Shelter Program due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the Shelter Program at a later date when the behavior has resolved.

4.2.2 Housing Stability Focused Services and Planning

Shelter Programs must offer housing stability focused services. Housing stability focused services are driven by the needs of the participant, are flexible, use a strengths-based approach and focus on obtaining stable housing.

Shelter Programs should assess each participant's needs and facilitate planning for stable housing. Assessments and housing stability planning should be documented.

Services may also include:

- ✓ Housing Identification Services: Recruit landlords to provide housing for Shelter Program participants and assist households with securing housing.
- ✓ Financial Assistance: Provide assistance to cover move-in costs and deposits.
- ✓ Case Management and Services: Provide services and connections to community resources⁵ that help participants obtain housing.

4.2.3 Diversion and Problem-Solving

Shelter Programs must employ Diversion and Problem-Solving. Diversion is a creative problem-solving approach to help participants resolve their housing crisis, ideally before entering the crisis response system. Diversion uses exploratory conversations to help participants identify realistic housing options based on their own resources. Diversion is often accompanied with short-term services including one-time financial or move-in assistance.

Diversion approaches are utilized prior to Shelter Program enrollment and throughout a participant's shelter stay.

4.2.4 Progressive Engagement

Shelter Programs must employ a Progressive Engagement approach in service delivery. Progressive Engagement means:

⁴ Does not apply to sobriety/recovery oriented Shelter Programs.

⁵ Community resources include behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

- ✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent re-assessment determines the need for additional services.
- ✓ Services are individualized and responsive to the needs of each participant.
- ✓ Participants exit to permanent housing or other positive destinations as soon as possible.
- ✓ Having already received assistance does not negatively impact a participant's eligibility if they face homelessness again.

4.2.5 Street Outreach

Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for the primary purpose of bringing them inside.

Shelter Programs must ensure street outreach is provided to people experiencing unsheltered homelessness with the goal of bringing them inside to the Shelter Program.

Street outreach must be linked to the county or regional CE by either performing mobile CE services (e.g. assessment) or by providing referrals to CE.

4.2.6 Racially Equitable Access and Outcomes

Shelter Programs must develop and implement strategies to prevent racial inequities in who is served and program outcomes. At a minimum, strategies must include:

- ✓ Hiring and promoting both frontline and management staff who reflect the racial, cultural and language demographics of the population being served.
- ✓ Implementing inclusive programming by intentionally seeking and utilizing input from the population being served.

Additional recommended strategies to promote equity in services:

- ✓ Affirmatively market the program.
- ✓ Outreach to and develop meaningful connections with Tribal communities, farmworkers and other marginalized communities.
- ✓ Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- ✓ Translate all documents and marketing information (including website) into the most common languages spoken in the community.
- ✓ Offer flexible intake processes such as mobile, virtual and outreach-based intake.
- ✓ Ensure direct service staff have relevant cultural competency training and educational materials.

4.2.7 Coordinated Entry

Shelter Programs are not required but may elect to participate in the county or regional CE process.⁶ To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, Shelter Programs should refer clients to CE when their needs cannot be met by the project.

Shelter Programs that elect to participate in the county or regional CE process must have a procedure that documents the referral process and comply with the [Washington State Coordinated Entry Guidelines](#).

⁶ If the county or regional CE requires Emergency Shelters and Drop-in Shelters to participate in the county or regional CE process, Emergency Shelters and Drop-in Shelters funded by the Shelter Program Grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

5 Facility Requirements

5.1 Facility Types

5.1.1 Emergency Shelter Facility

An Emergency Shelter Facility is defined as a building locally permitted to provide emergency shelter for people experiencing homelessness. This includes re-use of existing buildings and new buildings. This designation requires a certificate of occupancy issued by the local jurisdiction.

5.1.2 Temporary Shelter Site

A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites or hosted encampments are examples of Temporary Shelter Sites. This designation requires use approval, as required by the local jurisdiction. This could be conditional or temporary use permits, or a zoning letter stating approvals required.

Temporary shelter structures referred to as “tiny shelters” or “tiny homes” are allowable facility types, in addition to other models approved by Commerce.

5.1.3 Other Facility Types

Hotels, motels, dormitories and efficiency dwelling units or apartments are allowable types of shelter facilities. Local permitting and occupancy requirements must be followed, as applicable.

Shelter Programs utilizing hotel/motels must ensure access to beds each day the program is operational.

5.2 COVID-19 Safety Measures

All shelters must implement applicable recommendations provided by the [Washington State Department of Health](#) and [Centers for Disease Control and Prevention](#) Guidance for Shared or Congregate Housing. Shelter facilities must obtain approval by the relevant local public health jurisdiction, Public Health Officer, County Medical Director or Department of Public Health Director prior to occupancy of the shelter.

5.3 Health and Safety

All shelter facilities must be structurally sound to protect occupants from the elements and not pose any threat to health or safety. Space and privacy in sleeping areas must ensure privacy and dignity.

Shelter facilities must be accessible for people who use wheelchairs or mobility devices and must provide reasonable accommodations, as needed.

All shelter facilities must provide:

- ✓ Access to hygiene facilities, including toilets, handwashing and garbage containers, all of which are serviced frequently
- ✓ Access to storage for the belongings of shelter guests
- ✓ Janitorial service/cleaning which ensures shelter space is hygienic and comfortable

- ✓ A bed for each participant that is in good condition with a clean and comfortable mattress, including bed linens⁷
- ✓ Cribs, bassinets and infant formula for participants with minor children, as needed

Shelter facilities should also provide:

- ✓ Personal hygiene products
- ✓ Access to kitchen facilities including a sink, refrigerator, stove, garbage containers and eating and cooking utensils
- ✓ Food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices
- ✓ Access to laundry facilities

5.4 Lead Based Paint

To prevent lead poisoning in young children, lead/subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M and R.

⁷ Not required for hosted encampments. Sites utilizing tents must include clean, comfortable and warm sleeping accommodations, such as a sleeping bag and pad or cot.

6 Additional Requirements

6.1 HMIS

Shelter Programs must enter participant data into the Homeless Management Information System (HMIS) in accordance with the most current [HMIS Data Standards](#).

6.1.1 Data Quality

Shelter Programs are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy and consistency.

For detailed data quality requirements see [Appendix E: HMIS Data Quality](#).

6.1.2 Consent for Entry of Personally Identifying Information

6.1.2.1 Identified Records

- ✓ Personally identifying information (PII)⁸ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the participant is seen in person.

6.1.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation
- ✓ Minors under the age of 13 with no parent or guardian available to consent to the minor's information in HMIS
- ✓ Households in programs which are required by funders to report HIV/AIDS status

6.1.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of participants is not specifically required, the HIV/AIDS status must not be entered in HMIS.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your community, those data should not be entered for anonymous records.

⁸ PII includes name, social security number, birthdate, address, phone number, email and photo.

6.2 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible expenses. Reasonable attempts must be made to prevent ineligible use of funds.

6.3 Personal Identifying Information

Personal identifying information must never be sent electronically unless sent via a secure file transfer. Request secure file transfer login credentials from Commerce.

6.4 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the participant's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how participants can request a review or report concerns
- ✓ Be accessible to all participants seeking or receiving services

6.5 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure participants are made aware of the grievance procedure

6.6 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

6.7 Nondiscrimination

Lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Lead/subgrantees must comply with the Washington State Law against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

Lead/subgrantees must comply with the Federal Fair Housing Act and its amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race,

color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Lead/subgrantees serving households with children must serve all family compositions. If a program operates gender-segregated facilities, the program must allow the use of facilities consistent with the participant's gender expression or identity.

Local nondiscrimination laws may include additional protected classes.

6.8 Accessibility

Lead/subgrantees must ensure effective communication with people with disabilities, including access to all appropriate auxiliary aids and services necessary (e.g. braille, large type, assistive listening devices and sign language interpreters).

Lead/subgrantees must ensure effective communication with people who speak other languages, have limited English proficiency, and/or have limited literacy abilities, as is locally appropriate.

6.9 Providing Move-In Assistance

Lead/subgrantees providing move-in assistance must ensure participants receiving move-in assistance have rental agreements in place prior to move-in and provide information on the Washington Residential Landlord Tenant Act. See [Appendix D: Requirements for Providing Move-In Assistance](#) for detailed requirements.

7 Appendices

7.1 Appendix A: Required Policies and Procedures

- ✓ Coordinated Entry Procedure, if applicable ([Section 4.2.7](#))
- ✓ Grievance Procedure ([Section 6.4](#))
- ✓ Termination and Denial of Service Policy ([Section 6.5](#))

7.2 Appendix B: Performance Goals

7.2.1 Overview

Performance measures help evaluate the effectiveness of the Shelter Program Grant. The current contract period will serve to gather baseline data and may inform renewal of Shelter Program Grant funding.

Projects are not required to meet or make progress towards performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.

Commerce has identified the following as the most critical performance measures for the Shelter Program:

- ✓ Increasing Exits to Permanent Housing
- ✓ Increasing Percent Exits to Positive Outcomes
- ✓ Reducing the Length of Stay
- ✓ Equitable Access and Outcomes

7.2.2 Housing Outcome Performance Goals

Lead/subgrantees should aim to improve the housing outcomes of Shelter Program Grant participants. For each intervention type funded by the Shelter Program Grant, lead/subgrantees should adopt the following performance goals.

Intervention Type	Performance Goal	HMIS Calculation	Performance Target ⁹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ¹⁰	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%

⁹ The target is the level of desirable performance and is an indicator of a high performing project.

¹⁰ Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

Site ¹¹			
All	Reduce Average Length of Stay	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS	Not established

7.2.3 Exit Destinations

Exit Destinations Options	Positive Outcome: The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	Permanent Housing: The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome

¹¹ A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites or hosted encampments are examples of Temporary Shelter Sites.

Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing
Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

7.2.4 Equitable Access and Outcomes

Lead/subgrantees should ensure equitable access to the Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable Access

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Access Data Example:

	Percent of Total in Poverty in Community X	Percent of Total enrolled in Shelter Program
American Indian and Alaska Native	5%	1%
Asian	4%	4%
Black or African American	10%	1.2%
Hispanic or Latinx (of any race)	30%	5%
Native Hawaiian and Other Pacific Islander	1%	0.8%
White (Non-Hispanic / Non-Latinx)	50%	88%

This example data indicates that access to the Shelter Program is not racially equitable. American Indian and Alaska Native, Black or African American and Hispanic or Latinx community members are not accessing the Shelter Program at the expected rate.

Equitable Housing Outcomes

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

Outcome Data Example:

	Percent of exits to Permanent Housing
<i>All Program Participants</i>	55%
American Indian and Alaska Native	43%
Asian	58%
Black or African American	40%
Hispanic or Latinx (of any race)	54%
Native Hawaiian and Other Pacific Islander	50%
White (Non-Hispanic / Non-Latinx)	60%

This example data indicates that Shelter Program outcomes are not racially equitable. American Indian and Alaska Native, Black or African American, and Native Hawaiian and Other Pacific Islander shelter participants are exiting to permanent housing at a significantly lower rate than White shelter participants.

7.3 Appendix C: HMIS Data Quality

Shelter Programs are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy and consistency.

7.3.1 Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements.

Shelter Programs are expected to collect **first name, last name, date of birth, race and ethnicity** from participants that give consent on the [HMIS consent form](#). **Shelter Programs will never require a participant to provide this information even if they have consented, but should gather it to the best of their ability.**

All participants, consenting and non-consenting, must have complete **prior living situation and exit destination** data.

Examples of incomplete entries:

Incomplete Entries	
Data Element	Incomplete if...
Name*	[Quality of Name] field contains Partial, Street name, or Code name, Client doesn't know, Client refused or Data not collected; or [First Name] or [Last Name] is missing.
Date of Birth*	[Quality of DOB] field contains Approximate, Partial DOB reported, Client doesn't know, Client refused or Data not collected; or [Date of Birth] is missing.
Race*	[Race] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Ethnicity*	[Ethnicity] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Prior Living Situation	[Prior Living Situation] is client doesn't know, client refused, data not collected, or is missing.
Destination	[Destination] is Client doesn't know, Client refused, No exit interview completed, Data not collected, or is missing.

*Only measured for consenting participants.

Expected completeness measures for project types:

Data Element	Emergency Shelter	Night-by-Night/Drop-in Emergency Shelter
Name*	85%	80%
Date of Birth*	85%	80%
Race*	85%	80%
Ethnicity*	85%	80%
Prior Living Situation	85%	80%
Destination	80%	50%

*Only measured for consenting participants.

7.3.2 Timeliness

Participant data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting.

Shelter Programs must enter/update project participant data in HMIS **within 14 calendar days** following the date of project enrollment/exit.

Counties not using the State HMIS (data integration counties), must work with the HMIS Manager to provide full CSV exports every six months. When Commerce is able to accept monthly imports, Counties must upload data to the State’s HMIS using XML or CSV schema compliant with current HUD HMIS Data Standards. Uploads must occur no later than the 30th calendar day following the end of each month. Counties not able to export and upload data to the State HMIS using an approved format must use the State HMIS for direct data entry.

7.3.3 Accuracy

Data entered into HMIS must reflect the real situation of the participant as closely as possible.

Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each participant’s story.

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates.
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.
Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.
Project Population Specifics	Ensure that projects only serving individuals only enroll individuals and not multi-person households. Ensure that projects only serving families with children only enroll families with children. Ensure that projects only serving clients of a specific age range only enroll clients of that age range.

7.3.4 Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project.

All data will be collected, entered and stored in accordance with the [Agency Partner Agreement](#).

All data elements and responses will be entered per the [HUD data Standards Manual](#). To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS.

Participants who refuse consent must be made anonymous per [Department of Commerce Guidance](#) and the [consent refused client entry guide](#).

7.4 Appendix D: Requirements for Providing Move-In Assistance

7.4.1 Washington Residential Landlord-Tenant Act

Lead/subgrantees must provide information on the Washington Residential Landlord Tenant Act ([RCW 59.18](#)) to participants receiving rent assistance.

For more information on this law, visit Washington Law Help, housing page, tenant rights at www.washingtonlawhelp.com.

7.4.2 Washington State's Landlord Mitigation Law

Washington State's Landlord Mitigation Law ([RCW 43.31.605](#)) became effective on June 7, 2018 to provide landlords with an incentive and added security to work with tenants receiving rental assistance. The program offers up to \$1,000 to the landlord in reimbursement for some potentially required move-in upgrades, up to fourteen days' rent loss and up to \$5,000 in qualifying damages caused by a tenant during tenancy. A move in/move out condition report is required for a landlord to receive reimbursement.

For more information, please visit the Commerce Landlord Mitigation Program [website](#).

7.4.3 Lead Based Paint

For ALL properties constructed prior to 1978, landlords must provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available on the [EPA's website](#).

It is recommended that Shelter Programs providing move-in assistance also share this information with participants.

7.4.4 Rental Agreements

Shelter Programs must ensure one of the following types of agreements are in place if move-in assistance is paid on behalf of a participant: Intent to Rent, Lease or Certification of Payment Obligation.

7.4.4.1 Intent to Rent

At a minimum, an Intent to Rent form must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Rent rate
- ✓ Signature of landlord/date

7.4.4.2 Lease

At a minimum, the lease or rental agreement between the participant and the landlord must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

7.4.4.3 Certification of Payment Obligation

A *Shelter Program Certification of Payment Obligation Form* is required for rent subsidies paid to a friend or family member who is not in the business of property management.



Shelter Program Grant Questions & Answers October 2020, Version 1

Shelter Program Guidelines, Forms and more:

<https://www.commerce.wa.gov/serving-communities/homelessness/office-of-family-and-adult-homelessness/shelter-program-grant/>

2.3.1 Reimbursement Rates

Q1. Is the \$56 per day based on household, person, or bed?

A1. The rate is based on the bed.

Q2. How many beds can be vacant for us to receive the full reimbursement?

A2. Up to 10% of the beds can be vacant in a given month to receive full reimbursement.

Within the first 12 months of operation, shelter programs can request reimbursement (\$56/rate) for empty shelter beds over the 10% vacancy rate if they have an approved exception from Commerce. This will only be granted in rare circumstances.

Note: The increase from the 5% vacancy rate to the 10% vacancy rate became effective 9/29.

Example 1

A Shelter Program operates 10 beds, 1 bed could remain empty for an entire month and the grantee can still seek the \$56 per day rate for reimbursement for that bed.

Example 2

If you have five beds available during the month of October, the five beds would have to be filled 90% of the time. This means at least 139 of the 155 days to receive full reimbursement. (31 days in October X 5 beds=155 days; 139/155= 90% filled (10% vacancy).

Q3. Beds must be ready for occupancy by December. Does this mean December 1?

A4. No, by December 31st.

Q4. What if we cannot have all the beds ready for occupancy by 12/31?

A5. The grant requires occupancy by 12/31/2020. If a program cannot meet this deadline, they need to submit a request for an exemption. If the delay is because of property acquisition, construction or rehab, submit a timeline and details for future occupancy.

Q5. Can hotel/motel expenses be billed to Pre Occupancy?

A5. Hotel/motel costs generally are billed to *Post Occupancy* at the \$56 per day bed rate. Please check with your Grant Manager before billing to Pre Occupancy.

Q6. We will have some new beds created by December 2020, but want to add more beds eventually. They probably will not be added for another 4-5 years. Can we use this grant for costs associated with creating those?

A6. No, this is outside of the grant terms and we could only reimburse for the 5 new beds.

2.3.2.1 Back-up Documentation

Q1. I see we need to submit a Shelter Program Enrollment Report with each invoice. Why?

A1. The report shows Commerce occupancy data on the beds the grantee is requesting reimbursement for. We will use this to check that bed rates do not exceed \$56 per day.

3 Allowable Expenses

Q1. Can we pay for a full years' worth of hotel rooms to ensure access?

A1. No, the contract does not allow you to advance funds. Grantees can pay for one 'future month' as long as the cost is accrued during the current month.

5.1.3 Other Facility Types

Q1. How do we guarantee hotel/motel beds are available each day the program is operational?

A1. Programs are encouraged to enter into 6-12 month lease agreements or MOUs with hotel/motels.

Q2. Our provider has a strong relationship with local hotels/motels. We are confident households could get into rooms without entering into a long-term lease or agreement. Would this be allowable?

A2. No, hotel/motel rooms are not considered guaranteed unless an agreement is in place to secure rooms for program participants.

Q3. Are seasonal shelter beds allowable?

A3. No, the grant only funds permanent beds.

Safe Harbor Crisis Nursery
2021-SHELTER-SHCN
Benton County
December 1, 2020 - June 30, 2023

Exhibit c

Shelter Operations	Rate	Cost
Shelter Bed Operations	\$56.00 per day per net additional bed	\$907,200.00
Total Contract Amount:		\$907,200.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CENTRAL SERVICES REPLACEMENT FUND NUMBER 0132101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, 20_____

Chairman of the Board

Member

Member

Constituting the Board of County
Commssioners of Benton County,
Washington

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.400	3508	Computer Replacement	\$205,000	594.180	6408	Computer Replacement	\$200,000
				518.400	4805	Service/Maintenance Agreements	\$5,000
TOTAL			\$205,000	TOTAL			\$205,000

Explanation:
 2021-2022 Budget: Reallocation of funding to line items where funds are expected to be utilized.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021
Subject:	60-month lease agreement for three IMC550F copiers from Ricoh USA, Inc. for the Benton County Corrections Department.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

The Corrections Department has asked Information Technology to negotiate a new lease agreement with Ricoh USA, Inc. for three Ricoh IMC550F copiers. IT would like to reduce the amount of jail supported printers in favor of Ricoh Copiers as copiers require less maintenance and total cost of ownership. By reducing the number of printers in the jail, Corrections hopes to use Ricoh's additional copier, fax, and scanning features to help improve office efficiencies. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: \$14,671.43 over five years excluding WSST.

Fund: Information Technology approved 2021-2022 budgeted funds.

IT will cover these costs initially. Printers that are selected to be removed and replaced with a copier will have moneys in Central Services Replacement Fund to be used for lease payments. IT will keep a running total of all the printers removed from the Replacement Fund. At the end of the 2021-2022 budget, IT with the help of the Finance Department will move funds from the Replacement Fund (0132101) to IT's Fund (0502101) to cover these lease payments which will create no 2021-2022 budget impacts for Corrections or other departments wanting to move to Ricoh copiers.

Recommendation

Information Technology recommends that the Board approves a 60-month lease agreement for three Ricoh IMC550F from Ricoh USA, Inc. for the Benton County Corrections Department.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR THREE IMC550F COPIERS FROM RICOH USA, INC. FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, the Corrections Department has worked with Information Technology to reduce the number of printers currently in production in favor of Ricoh copiers that is more efficient with the potential to decrease future operating and maintenance costs; and

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

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the leasing of the following copiers: three (3) IMC550F copiers; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-213, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services (“DES”); and

WHEREAS, the Purchasing Department has reviewed this lease and found it complies with Procurements, Leasing, and Contracting Policy; and

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

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

BE IT FURTHER RESOLVED, said lease shall commence upon signature for 60 months at an amount not to exceed \$225.16 per month, plus \$0.0122 per black/white page excluding WSST for three Ricoh IMC550F copiers for the Benton County Corrections Department.

Dated this 6 day of April, 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

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 Sales, Pacific Northwest Date: 3/24/2021

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

COPIERS & MANAGED PRINT SERVICES

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

MASTER AGREEMENT

Master Agreement No: 140602

Ricoh USA Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT NO.: 06619

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 Ricoh USA Inc., an Ohio corporation ("Contractor") and is dated and effective as of March 2, 2020.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

A G R E E M E N T

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

1. **SCOPE:** This Participating Addendum covers the competitive procurement for Copiers and Managed Print Services led by the State of Colorado 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.

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
 - Group B – MFD, A4
 - Group C – Production Equipment
 - Group D – Single-function Printers
 - Group E – Large/Wide Format Equipment
 - Group F – Scanners
 - Managed Print Services (MPS)
 - Supplies
 - Software
 - Accessories for Discontinued Base Units
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" or "Purchasers"):
 - (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - 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.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

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 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) authorized by this Participating Addendum.

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

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

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on 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 Number: 06619
 - The NASPO Master Agreement Number: 140602
 - 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. CONTRACTOR REPRESENTATIONS AND WARRANTIES: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, 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 Participating Addendum and 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 this Participating Addendum.

- (c) EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (d) OCIO POLICY & SECURITY COMPLIANCE: Contractor represents and warrants that it shall comply, to the extent applicable, with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies *141.10 – Securing Information Technology Assets Standards* and *188 - Accessibility*, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the OCIO website at <https://ocio.wa.gov/policies>. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be subject to a security design review performed by Washington Consolidated Technology Services to ensure compliance with *OCIO Policy 141.10 - Securing Information Technology Assets Standards*.
- (e) GREEN/SUSTAINABLE. Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, 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, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those Products set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (a) **INVOICES.** Contractor must provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
- Washington Master Contract Number 06619;
 - Lead State Master Agreement Number 140602;
 - Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 - Applicable Purchasing Entity's order number;

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **LEASES:** Any Purchaser that desires to lease equipment pursuant to the Master Agreement, must have the authority to do so. This Participating Addendum does not provide independent authorization for Purchaser to lease equipment. In addition, Purchaser, that are state agencies must follow the Office of Financial Management (OFM) Statewide Administrative and Accounting Manual (SAAM), policy 30.20.70 and 90.40.45 regarding any leases of equipment.

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

Contractor

Ricoh USA, Inc.,
300 Eagleview Boulevard, Suite 200
Exton, PA 19341

Attn: Todd Marron
Tel: (541) 508-7233
Email: todd.marron@ricoh-usa.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Breann Aggers
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

6. **CONTRACTOR'S AUTHORIZED LOCAL DEALER NETWORK:** Contractor shall provide the products/services through its Authorized Local Dealer Network. For purposes of this Master Agreement and Participating Addendum, Contractor's Authorized Local Dealer Network for the State of Washington are those firms listed on the dedicated Contractor set forth in this agreement for this Master Agreement. Contractor shall ensure that each of its Authorized Local Dealer Network perform in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

- (a) **SUBCONTRACTORS:** Except for subcontracts with Contractor's Local Dealer Network ("Local Dealer Network" or "Designated Subcontractors"), Contractor shall not subcontract, assign,

or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

- **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional Participating State consent, to utilize its Local Dealer Network to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain a list of such Local Dealer Network utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.
- **CONTRACTOR RESPONSIBILITY FOR LOCAL DEALER NETWORK.** Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Local Dealer Network. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Local Dealer Network.
- **PURCHASER PAYMENT REGARDING CONTRACTOR'S LOCAL DEALER NETWORK.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Local Dealer Network for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Local Dealer Network. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Local Dealer Network, Contractor shall remain responsible for performance.
- **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Local Dealer Network and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

7. SHOWROOM EQUIPMENT: Upon request by a Purchasers, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

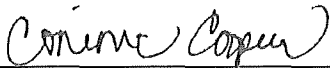
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. black-and-white and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. black-and-white and color combined);
- b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

8. **SOFTWARE:** Purchasers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasers shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. *Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.*
9. **AUTHORIZED LOCAL DEALER NETWORK:** Contractor's Authorized Local Dealer Network to do business in Washington is provided in Participating Addendum Exhibit A - Authorized Local Dealer Network.
10. **MANAGED PRINT SERVICES ("MPS"):** Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
11. **MPS STATEMENT OF WORK TEMPLATE:** All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum Exhibit C in Master Agreement (MPS Statement of Work), and it must be approved by both parties prior to the initiation of any engagement.
12. **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.
13. **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.

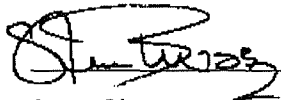
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Corinna Cooper

Its: Enterprise Procurement Manager

RICOH USA INC.,
AN OHIO CORPORATION

By: 

Steve Bissey

Its: Director of State & Local Government

Exhibit A
Authorized Local Dealer Network
For
Ricoh U.S.A. Inc.

The Washington State Department of Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Accordingly, please identify each authorized dealer (the person or firm you contractually authorize to fulfill contractual duties as set forth in the Master Agreement) and, for each authorized dealer, please identify whether the authorized dealer is a small business, microbusiness, Minibusines, Washington State Office of Minority and Women’s Business Enterprise (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veteran’s Affairs (DVA) certified veteran-owned business.

Authorized Dealer: Ricoh USA, Inc. (Direct)	
Certifications Status:	None
Address:	14450 NE 29 th Place, Suite 220 Bellevue, WA 98007
Contact:	Jim Tripp
Phone:	360-951-1708
Email:	james.tripp@ricoh-usa.com

Authorized Dealer: Pacific Office Automation	
Certifications Status:	None
Address:	14747 NW Greenbriar Parkway, Beaverton, OR 97006
Contact:	Doug Pitassi
Phone:	503-641-2000
Email:	Doug.pitassi@pacificoffice.com

Authorized Dealer: Bellingham Business Machines	
Certifications Status:	None
Address:	205 N. Commercial Street Bellingham, WA 98225
Contact:	Doug Jones
Phone:	360-734-3630
Email:	doug@bellinghambusinessmachines.com

Authorized Dealer: H & H Business Systems, Inc.	
Certifications Status:	Small Business

Address:	733 5 th Ste I Clarkston, WA 99403
Contact:	Yousif Kaddoura
Phone:	508-828-8988
Email:	yousifk@handhsystems.com

Authorized Dealer:	Woodburn Company
Certifications Status:	Minority Business Enterprise
Address:	2815 Rockefeller Ave, Everett, WA 98201
Contact:	Frank Fukui
Phone:	425-258-4402
Email:	Frank.fukui@woodburnco.com

Authorized Dealer:	Kelley Imaging Systems, Inc.
Certifications Status:	Small Business
Address:	8300 28th Court NE Suite 100, Lacey, WA 98032
Contact:	Tom Walter
Phone:	360-491-1854
Email:	Tom.walter@kelleyimaging.com

Authorized Dealer:	Copiers Etcetera, Inc.
Certifications Status:	None
Address:	15712 Millcreek Blvd. B11, Millcreek, WA 98012
Contact:	Traci Kesinger
Phone:	425-486-2679
Email:	Traci@copiersetcetera.com

Authorized Dealer:	H & H Business Systems, Inc.
Certifications Status:	Woman Owned Business (WBE)
Address:	15320 E Marietta Ste 9 Spokane, WA 99216
Contact:	Yousif Kaddoura
Phone:	509-828-8988
Email:	yousifk@handhsystems.com

Authorized Dealer:	H & H Business Systems, Inc.
Certifications Status:	Woman Owned Business (WBE)
Address:	PO Box 846, Veradale, WA 99037
Contact:	Yousif Kaddoura
Phone:	509-828-8988
Email:	yousifk@handhsystems.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Amendment of investigator contracts extending them until December 31, 2021	
Presenter:	N/A	
Prepared By:	Denise Gerry	
Reviewed By:	Eric Hsu	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> 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 checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Benton County contracts with investigators Columbia Private Investigation, LLC; Premier Investigations, LLC; and Joe Griffin, DBA GT Investigations (“Investigators”), for legally mandated public defense investigation services to support public defense cases. The current contract with Investigators is scheduled to expire March 31, 2021. Initially OPD planned to hold an RFQ before awarding contracts past March 31, 2021. However, in light of a number of factors (including the departure of a number of attorneys from OPD) an RFQ was not feasible. Instead, OPD recommends extending the existing contracts until December 31, 2021 in order to continue to support needed investigative services functions at OPD for its public defense cases.

Additionally, OPD has negotiated certain additional services with Columbia Private Investigation, LLC (since it owns Pronto Process Serving) to provide needed support to mostly Superior Court public defenders in fulfilling their duties under caseloads that are of unprecedented size. These additional services are incorporated into the contract amendment with Columbia Private Investigation, LLC in addition to extending the contract to December 31, 2021.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute amendments as proposed with:

Columbia Private Investigation, LLC

Premier Investigations, LLC

Joe Griffin, DBA GT Investigations

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH GT INVESTIGATIONS, EXTENDING IT UNTIL DECEMBER 31, 2021, AMENDING RESOLUTION 2019-030 AND 2020-1024

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

WHEREAS, Benton County has been contracting with, among others, Joe Griffin, DBA GT Investigations ("Investigator") for legally mandated public defense investigation services to support public defense services in Benton County Superior and District Court and the contract with Investigator was slated to expire March 31, 2021; and

WHEREAS, Benton County OPD had initially planned on publishing an RFQ before awarding public defense investigation contracts past March 31, 2021 but, because of other competing issues (including the departure of multiple attorneys from OPD service in early 2021), was unable to do so; and

WHEREAS, it is therefore appropriate to extend the contract with Investigator until December 31, 2021 to provide for the needed continuing services from Investigator; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the contract with Joe Griffin, DBA GT Investigations, for legally mandated public defense investigation services to support public defense services, previously executed by and through Resolution 2019-030 and 2020-1024, extending it until December 31, 2021, be approved as presented.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

AMENDMENT
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920JG001

CONTRACT SUMMARY			
Contract Type	Investigator		
Contract Number	BCINV1920JG001	Contract Holder	Joe Griffin
PI #	949	Effective Dates	Jan 1, 2019 – Dec 31, 2021
Compensation	\$60/hr	Compensation Structure	<input type="checkbox"/> By the case <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Hourly

THIS AGREEMENT previously entered into by and between **Joe Griffin, dba GT Investigations**, investigator, Washington State Investigator’s License **#949** (“Investigator”) and **BENTON COUNTY**, Washington political subdivision (“County”), for and on behalf of the Benton County Superior Court and Benton County District Court (“Courts”), executed by and through Resolution #2019-030 and previously amended by and through Resolution #2020-1024

IS HEREBY FURTHER AMENDED AS FOLLOWS:

The Agreement shall be extended to have a new expiration date of December 31, 2021.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date _____

Chairman

Commissioner


Commissioner

Constituting the Board of County
Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content



Eric Hsu (Mar 25, 2021 14:29 PDT)

Eric Hsu
Public Defense Manager

INVESTIGATOR

Date 3-25-21



Joe Griffin (Mar 25, 2021 14:28 PDT)
Joe Griffin, PI#949

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Amendment of investigator contracts extending them until December 31, 2021	
Presenter:	N/A	
Prepared By:	Denise Gerry	
Reviewed By:	Eric Hsu	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> 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 checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Benton County contracts with investigators Columbia Private Investigation, LLC; Premier Investigations, LLC; and Joe Griffin, DBA GT Investigations (“Investigators”), for legally mandated public defense investigation services to support public defense cases. The current contract with Investigators is scheduled to expire March 31, 2021. Initially OPD planned to hold an RFQ before awarding contracts past March 31, 2021. However, in light of a number of factors (including the departure of a number of attorneys from OPD) an RFQ was not feasible. Instead, OPD recommends extending the existing contracts until December 31, 2021 in order to continue to support needed investigative services functions at OPD for its public defense cases.

Additionally, OPD has negotiated certain additional services with Columbia Private Investigation, LLC (since it owns Pronto Process Serving) to provide needed support to mostly Superior Court public defenders in fulfilling their duties under caseloads that are of unprecedented size. These additional services are incorporated into the contract amendment with Columbia Private Investigation, LLC in addition to extending the contract to December 31, 2021.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute amendments as proposed with:

Columbia Private Investigation, LLC

Premier Investigations, LLC

Joe Griffin, DBA GT Investigations

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH COLUMBIA PRIVATE INVESTIGATION, LLC, EXTENDING IT UNTIL DECEMBER 31, 2021 AND ADDING ADDITIONAL ALLOWABLE SERVICES AMENDING RESOLUTION 2019-031 AND 2020-1021

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

WHEREAS, Benton County has been contracting with, among others, Columbia Private Investigation, LLC ("Investigator") for legally mandated public defense investigation services to support public defense services in Benton County Superior and District Court and the contract with Investigator was slated to expire March 31, 2021; and

WHEREAS, Benton County OPD had initially planned on publishing an RFQ before awarding public defense investigation contracts past March 31, 2021 but, because of other competing issues (including the departure of multiple attorneys from OPD service in early 2021), was unable to do so; and

WHEREAS, it is therefore appropriate to extend the contract with Investigator until December 31, 2021 to provide for the needed continuing services from Investigator; and

WHEREAS, OPD has also negotiated additional services from Investigator to provide for much needed support to assist (currently very overburdened) Superior Court public defenders in working their cases and the contract should also be amended to provide for those additional services; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the contract with Columbia Private Investigation, LLC for legally mandated public defense investigation services to support public defense services, previously executed by and through Resolution 2019-031 and 2020-1021, extending it until December 31, 2021 and expanding services for which Investigator may be compensated, be approved as presented.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

AMENDED
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920MTA001

CONTRACT SUMMARY			
Contract Type	Investigator		
Contract Number	BCINV1920MTA001	Contract Holder	Mark Almquist
PI #	3073	Effective Dates	Jan 1, 2019 – Dec 31, 2020
Compensation	\$60/hr	Compensation Structure	<input type="checkbox"/> By the case <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Hourly

THIS AGREEMENT previously entered into by and between **Mark Almquist, dba Columbia Private Investigation, LLC**, investigator, Washington State Investigator’s License #**3073** (“Investigator”) and **BENTON COUNTY**, Washington political subdivision (“County”), for and on behalf of the Benton County Superior Court and Benton County District Court (“Courts”), executed by and through Resolution #2019-031, and previously amended by and through Resolution #2020-1021

IS HEREBY AMENDED AS FOLLOWS

The Agreement shall be extended to have a new expiration date of December 31, 2021.

Exhibit B shall be amended by adding the following:

Service	Fee	Comments
Delivery of legal documents to in-custody clients <i>Electronic submission</i>	\$40 per case Extra \$20 fee per case if Investigator is required to obtain signatures on document and return documents to attorney.	Intended to be for attorneys needing expedited delivery of documents to their own clients while they are incarcerated at the Benton County Jail. This item is only for documents that are submitted to Investigator electronically.
Delivery of legal documents to in-custody clients <i>Investigator to pick up</i>	\$60 per case Extra \$20 fee per case if Investigator is required to	Intended to be for attorneys needing expedited delivery of documents to their own

	obtain signatures on document and return documents to attorney.	clients while they are incarcerated at the Benton County Jail. This item is for documents that are not electronically delivered, but require Investigator to physically pick up at attorney's home or office
Filing of court documents with Superior Court Clerk <i>No conformed copies needed¹</i>	\$40 per batch	This service is only to be used by attorneys with a legitimate and significant health risk that prevents them from being in the courthouse and in-line at the Clerk's Office at all. This is for a drop-off/filing only, without a need to wait for or deliver conformed copies back to attorney.
Filing of court documents with Superior Court Clerk <i>Conformed copies needed</i>	\$40 per case	This service is only to be used by attorneys with a legitimate and significant health risk that prevents them from being in the courthouse and in-line at the Clerk's Office at all. This is for situations where a conformed copy is needed.

SIGNATURES APPEAR ON FOLLOWING PAGE

¹ Claims for Filing of court documents, since they are paid per "batch" to save money for the County, may be submitted without a case number. Investigator may simply put "multiple" in place of a case number.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date _____

Chairman

Commissioner

Commissioner

Constituting the Board of County
Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content



Eric Hsu (Mar 25, 2021 12:39 PDT)

Eric Hsu
Public Defense Manager

INVESTIGATOR

Date 03/25/21



Mark Almquist, PI#3073

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Amendment of investigator contracts extending them until December 31, 2021	
Presenter:	N/A	
Prepared By:	Denise Gerry	
Reviewed By:	Eric Hsu	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> 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 checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Benton County contracts with investigators Columbia Private Investigation, LLC; Premier Investigations, LLC; and Joe Griffin, DBA GT Investigations (“Investigators”), for legally mandated public defense investigation services to support public defense cases. The current contract with Investigators is scheduled to expire March 31, 2021. Initially OPD planned to hold an RFQ before awarding contracts past March 31, 2021. However, in light of a number of factors (including the departure of a number of attorneys from OPD) an RFQ was not feasible. Instead, OPD recommends extending the existing contracts until December 31, 2021 in order to continue to support needed investigative services functions at OPD for its public defense cases.

Additionally, OPD has negotiated certain additional services with Columbia Private Investigation, LLC (since it owns Pronto Process Serving) to provide needed support to mostly Superior Court public defenders in fulfilling their duties under caseloads that are of unprecedented size. These additional services are incorporated into the contract amendment with Columbia Private Investigation, LLC in addition to extending the contract to December 31, 2021.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute amendments as proposed with:

Columbia Private Investigation, LLC

Premier Investigations, LLC

Joe Griffin, DBA GT Investigations

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE PUBLIC DEFENSE INVESTIGATION CONTRACT WITH PREMIER INVESTIGATION, LLC, EXTENDING IT UNTIL DECEMBER 31, 2021, AMENDING RESOLUTION 2019-461 AND 2020-1022

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

WHEREAS, Benton County has been contracting with, among others, Premier Investigations, LLC (“Investigator”) for legally mandated public defense investigation services to support public defense services in Benton County Superior and District Court and the contract with Investigator was slated to expire March 31, 2021; and

WHEREAS, Benton County OPD had initially planned on publishing an RFQ before awarding public defense investigation contracts past March 31, 2021 but, because of other competing issues (including the departure of multiple attorneys from OPD service in early 2021), was unable to do so; and

WHEREAS, it is therefore appropriate to extend the contract with Investigator until December 31, 2021 to provide for the needed continuing services from Investigator; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the contract with Premier Investigations, LLC for legally mandated public defense investigation services to support public defense services, previously executed by and through Resolution 2019-461 and 2020-1022, extending it until December 31, 2021, be approved as presented.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE
SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON
COUNTY DISTRICT AND SUPERIOR COURTS
BCINV1920APC001A**

CONTRACT SUMMARY			
Contract Type	Investigator		
Contract Number	BCINV1920APC001	Contract Holder	Abel P Campos
PI #	3697	Effective Dates	June 1, 2019 – Dec 31, 2020
Compensation	\$60/hr	Compensation Structure	<input type="checkbox"/> By the case <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Hourly

THIS AGREEMENT, previously entered into by and between **Abel P Campos**, investigator, Washington State Investigator’s License **#3697** (“Investigator”) dba Premier Investigations, LLC and **BENTON COUNTY**, Washington political subdivision (“County”), for and on behalf of the Benton County Superior Court and Benton County District Court (“Courts”) executed by and through Resolution #209-461, and previously amended by and through Resolution #2020-1022

IS HEREBY AMENDED AS FOLLOWS:

The Agreement shall be extended to have a new expiration date of December 31, 2021.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date _____

Chairman

Commissioner

Commissioner

Constituting the Board of County
Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content



Eric Hsu (Mar 25, 2021 13:58 PDT)

Eric Hsu
Public Defense Manager

INVESTIGATOR

Date March 22, 2021

Abel Campos
Abel Campos (Mar 22, 2021 10:20 CDT)

Abel Campos, DBA
Premier Investigations, LLC

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Compensate attorney Luis Cisneros for training provided to OPD employees	
Presenter:	N/A	
Prepared By:	Denise Gerry	
Reviewed By:	Eric Hsu	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> 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

Attorney Luis Cisneros was an employee of Benton County OPD until February, 2021, when he left employment voluntarily for family purposes. During 2020, Benton County transitioned to a new case management system ("LegalServer") which involved significant planning, onboarding, and custom development in the latter half of 2020. Due to his technological acumen and experience as a District Court practitioner, attorney Cisneros was chosen to be a "power user" on the onboarding team. As a power user, he assisted significantly with onboarding and custom development, created customization and templates specifically for Benton County OPD, and served as a resource for other staff members who had questions or concerns with LegalServer.

After attorney Cisneros left, a replacement attorney was hired. This replacement attorney needed to be trained on use of LegalServer, and the office as a whole needed additional training on customization and templates that attorney Cisneros developed. Attorney Cisneros was therefore requested to provide training to the office via recorded Webex videoconference after he left employment, both to onboard and train his replacement and for the rest of the staff for additional familiarization. The proposed resolution compensates him for providing this training.

This training was, in fact, provided and recorded, on March 12, 2021.

Fiscal Impact

None beyond budgeted

Recommendation

Approved resolution

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY LUIS CISNEROS FOR SERVICES RENDERED IN PROVIDING CERTAIN TRAINING TO BENTON COUNTY OPD AFTER LEAVING EMPLOYMENT WITH BENTON COUNTY

WHEREAS, to support its critical public defense functions, Benton County OPD started using a new, replacement, case management system in 2020 known as “Legalserver”; and

WHEREAS, the process of transitioning from the previous case management system for Benton County OPD (“DefenderData”) and customizing Legalserver for Benton County OPD’s needs was a long and extensive one that took a large part of the latter half of 2020; and

WHEREAS, attorney Luis Cisneros was employed by Benton County OPD in 2020 as a Public Defense Attorney and, because of his combination of technological acumen and practitioner’s perspective as a staff public defender carrying a caseload, was assigned to the “onboarding team” for Legalserver as the “primary Power User” for the office; and

WHEREAS, in his capacity as the primary Power User, attorney Cisneros assisted others in learning the Legalserver environment, attended all product development meetings, and also created customized templates and workflows to facilitate and customize Legalserver for OPD’s needs;

WHEREAS, attorney Cisneros chose to leave employment with Benton County in February, 2021 for family reasons and left the area; and

WHEREAS, after his departure, a new attorney was hired to replace him and it was necessary to train the new attorney on basic usage of Legalserver as well as train the rest of the office on advanced uses of Legalserver; and

WHEREAS, therefore attorney Cisneros was asked to prepare for, and present, a 2+ hour Legalserver training session presented via Webex (and recorded for use in training future users and employees) for a flat fee of \$250; and

WHEREAS, attorney Cisneros in fact did present the training on March 12, 2021 via recorded Webex session (see attached invoice) and it is appropriate to compensate attorney Cisneros in the amount of the agreed flat fee of \$250; **NOW, THEREFORE**

BE IT RESOLVED that attorney Luis Cisneros be compensated in the amount of \$250 for training on Benton County OPD's new case management system, Legalserver, that he provided to Benton County OPD after leaving Benton County employment.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6th, 2021	
Subject:	Approval of Construction plans for Orchard View Subdivision	
Presenter:	N/A	
Prepared By:	Cristina Woods	
Reviewed By:	Douglas D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input 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

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.

Brian Thoreson with Hayden Homes has submitted plans which have been approved by the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for Orchard View, with roads named E. 20th Place, E. 21st Avenue, S. Elm Place and S. Fir Place.

Upon completion of this project said roads are to have a speed limit of 25 mph.

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

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 BENTON COUNTY APPROVING CONSTRUCTION PLANS FOR E. 20TH PLACE, E. 21ST AVENUE, S. FIR PLACE AND S. ELM PLACE AS PART OF ORCHARD VIEW SUBDIVISION AND SETTING THE SPEED LIMIT FOR THE ROADS IN ORCHARD VIEW.

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; **and**

WHEREAS, the County recommends placing a 25 mph speed limit on E. 20th Place, E. 21st Avenue, S. Elm Place and S. Fir Place; **and**

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED that the construction plans for Orchard View subdivision be approved and that the Chairman is authorized to sign said construction plans; **and**

BE IT FURTHER RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways: E. 20th Place, E. 21st Avenue, S. Elm Place and S. Fir Place

Dated this 6th day of April 2021.

Chairman

Chairman Pro-Tern

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orchard View Subdivision

NE ¼ of the SW ¼ of Sec. 07, T.8N., R.30E., W.M.,
Benton County, Washington

Linetype Legend	
Existing Sanitary Sewer Pipe	---
Existing Storm Sewer Pipe	---
Existing Water Pipe	---
Existing Cable TV Line	---
Existing Electric Line	---
Existing Gas Line	---
Existing Irrigation Line	---
Existing Telephone Line	---
Existing Centerline	---
Existing Curb	---
Existing Lot Line	---
Existing Gravel road	---
Existing Right-of-way	---
Existing Fence	---
Existing Property Line	---
Existing Utility Easement	---
Existing Contour	---
Proposed Sanitary Sewer Pipe	---
Proposed Storm Rain Drain	---
Proposed Storm Pipe	---
Proposed Irrigation Pipe	---
Proposed Irrigation Lateral	---
Proposed Water Lateral	---
Proposed Water Pipe	---
Proposed Lot Line	---
Proposed Centerline	---
Proposed Right-of-way	---
Proposed Sawcut Line	---
Proposed Easement	---
Proposed Curb & Gutter	---
Proposed Edge Of Pavt	---
Proposed Sidewalk	---
Proposed Property Line	---
Proposed Contour	---
Proposed Flow Line	---

Hatching Legend	
	Hot Mix Asphalt (HMA)
	Gravel
	Proposed Concrete
	Asphalt Grind & Overlay

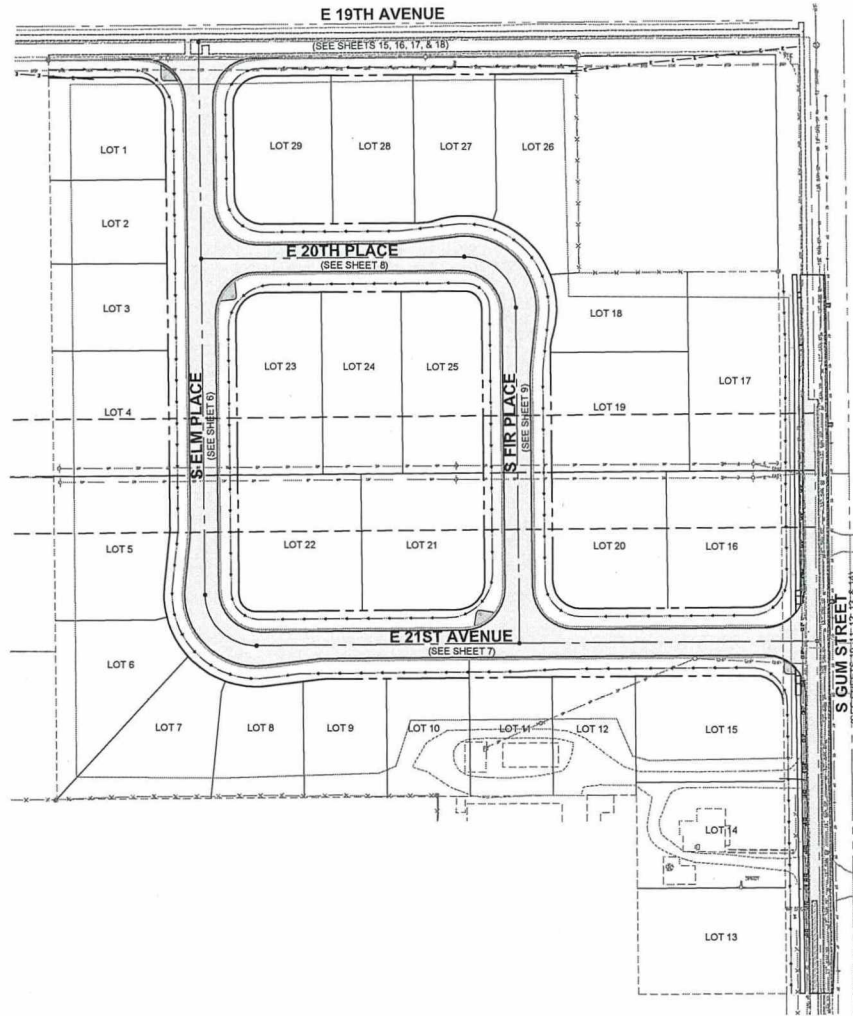
Developer:
Hayden Homes
2444 SW Glacier Place, Suite 110
Redmond, OR 97756
Contact: Brian Thoreson
Ph. (503) 492-0153
E-mail: bthoreson@Hayden-Homes.com

Project Engineer:
PLS Engineering
Travis Johnson
604 W Evergreen Blvd
Vancouver, WA 98660
Ph. (360) 544-6519 Fax (360) 944-6539
e-mail: travis@plsengineering.com

Boundary and topographic information prepared by Stratton Surveying, 2020.
Temporary Benchmark is a BLM Brass Cap located at the intersection of Gum St. & 19th Ave., elevation is 393.66', NAVD 88 Datum.

Notes:
29 Lots
Lot Size Smallest: 7,595 sf
Lot Size Largest: 13,986 sf
Lot Size Average: 10,433 sf
Total Acreage: 9.1 Acres

Utilities:
Water: City of Kennewick
Power: Benton County P.U.D
Telephone: Charter Cable
Sewer: City of Kennewick
Gas: Cascade Natural Gas
Irrigation: Columbia Irrigation District



Sheet Index	
1.	Cover Sheet
2.	General Notes
3.	Existing Conditions
4.	Grading Plan
5.	Master Utility Plan
6.	S. Elm Place Plan & Profile
7.	E. 21st Avenue Plan & Profile
8.	E. 20th Place Plan & Profile
9.	S. Fir Place Plan & Profile
10.	S. Gum Street Plan & Profile
11.	S. Gum Street Plan & Profile
12.	S. Gum Street Plan & Profile
13.	S. Gum Street Curb Plan & Profile
14.	S. Gum Street Curb Plan & Profile
15.	E. 19th Avenue Plan & Profile
16.	E. 19th Avenue Plan & Profile
17.	E. 19th Avenue Plan & Profile
18.	E. 19th Avenue Plan & Profile
19.	Signage Stripping Power & Illumination Plan
20.	Power Pole Plan & Profile
21.	City of Kennewick Standard Details
22.	Benton County Standard Details
23.	Irrigation Plan
24.	Irrigation Details

KENNEWICK SIGNATURE BLOCK		
OWNER	APPROVED	DATE
KENNEWICK PUBLIC WORKS		

SIGNATURE _____ BENTON COUNTY ENGINEER DATE _____

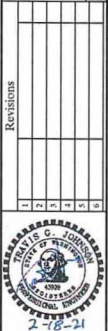
SIGNATURE _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS DATE _____

SIGNATURE _____ BENTON COUNTY CLERK OF THE BOARD DATE _____

SIGNATURE _____ BENTON COUNTY FIRE MARSHAL DATE _____

UTILITY	OWNER	AUTHORITY	APPROVED	DATE
POWER	BENTON PUBLIC UTILITIES	EASEMENTS PLATTED, RW FRANCHISE		
TELEVISION	CHARTER	EASEMENTS PLATTED, RW FRANCHISE		
NATURAL GAS	CASCADE NATURAL GAS	EASEMENTS PLATTED, RW FRANCHISE	N/A	N/A
IRRIGATION	COLUMBIA IRRIGATION DISTRICT	EASEMENTS PLATTED, RW FRANCHISE		

Scale 1" = 50'



Project No. 3073
SCALE: H: 1" = 50'
V: N/A
DESIGNED BY: CJH
DRAFTED BY: CJH
REVIEWED BY: TJJ

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021
Subject:	Execute National Cooperative Purchasing Alliance (NCPA) Agreement and authorize registration with NCPA, a cooperative purchasing agency
Presenter:	
Prepared By:	slc
Reviewed By:	R. Blain
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per RCW 39.34 public agencies may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise. Benton County desires to arrange for making cooperative purchases of certain goods and services with Sourcewell.

National Cooperative Purchasing Alliance (NCPA) is a government agency, created and authorized in compliance with the laws of the State of Texas to provide cooperative procurement contracts that assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; this is accomplished through competitively solicited contracts for products through their cooperative purchasing program.

County departments may use the competitively solicited contracts of NCPA as well as other cooperative purchasing agencies that Benton County is a member and Washington State Department of Enterprise Services (the State Contract) to determine the best purchases for Benton County.

All government agencies are eligible to become members of NCPA. There are no annual membership dues required to purchase through NCPA.

The benefits of being a member of NCPA include:

- having access to volume purchasing and discounts;
- not having the costs associated with publishing legal notices;
- having an expedited procurement process because NCPA prepares the specifications and satisfies all the other requirements for competitive bids and proposals.

The Director of Operations and Capital Programs believes it is financially responsible and in the best interests of the County to become members with cooperative purchasing agencies such as NCPA. Our departmental Deputy Prosecuting Attorney as reviewed and approved the Agreement

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends the Board approve the Agreement with NCPA and authorize the Chairman to execute said Agreement and authorize the Director of Operations and Capital Programs to take such action as is necessary to register Benton County as a member with NCPA.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA), AND AUTHORIZE THE DIRECTOR OF OPERATIONS AND CAPITAL PROGRAMS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO REGISTER BENTON COUNTY AS A MEMBER WITH NCPA, A COOPERATIVE PURCHASING AGENCY

WHEREAS, Benton County desires to arrange for making cooperative purchases of goods and services with National Cooperative Purchasing Alliance (NCPA) and it is in the best interests of the County that such an arrangement be carried out; and

WHEREAS, pursuant to the provisions of RCW 39.34, Benton County may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise; and

WHEREAS, NCPA is a government agency, created and authorized by Texas law to provide cooperative procurement contracts that assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved as to form and it is recommended by the Director of Operations and Capital Programs that Benton County register as a member with NCPA under the terms and conditions set forth in the attached Agreement, **NOW, THEREFORE,**

BE IT RESOLVED the Benton County Board of Commissioners hereby approves the attached Agreement between Benton County and National Cooperative Purchasing Alliance and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said Agreement; and

BE IT FURTHER RESOLVED the Director of Operations and Capital Programs is hereby authorized and directed to take such action as is necessary to register Benton County as a member with NCPA.

Dated this 6th day of April 2021.

Chairman

Chairman Pro-Tem

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

Attest: _____
Clerk of the Board



National Cooperative Purchasing Alliance

Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

National Cooperative Purchasing Alliance

By _____
Authorized Signature

By _____
Authorized Signature

Jerome Delvin, Chairman
Board of Benton County Commissioners

Title

Title

April 6, 2021

Date

Date

Paul Schut

Contact Person

Contact Person

Procurement and Contract Coordinator

Title of Contact

Telephone Number

7122 W. Okanogan Pl., Bldg. A

Street Address

Email Address

Kennewick, WA 99336

City, State Zip

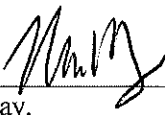
509-737-3943

Contact's Telephone Number

paul.schut@co.benton.wa.us

Email Address

Approved as to form:



Reid Hay,
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021		
Subject:	Contract w/ Wave Design Group, LLC for the Redesign of the Front Entrance at the Justice Center		
Presenter:	N/A		
Prepared By:	P. Schut		
Reviewed By:	R. Blain		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:		
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution	
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance	
	<input type="checkbox"/> Sign Letter/Document	<input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

The 2021-2026 Capital Improvement Plan includes a project to redesign the Justice Center's front entrance to improve the security and traffic flow of public members coming into the building.

Qualifications were solicited to provide architectural & engineering services for the redesign of the Justice Center's front entrance.

After a review of qualifications submitted, it was determined that Wave Design Group, LLC, Kennewick, Washington, would best provide the services needed.

A Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Wave Design Group, LLC.

Fiscal Impact

Amount: \$26,000.00 excluding W.S.S.T.

Fund: Capital Projects Fund (Fund # 0305-101)

Recommendation

Approve the Contract with Wave Design Group, LLC to redesign the front entrance of the Justice Center.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH WAVE DESIGN GROUP, LLC, FOR PROVIDING ARCHITECTURAL & ENGINEERING SERVICES FOR THE REDESIGN OF THE FRONT ENTRANCE OF THE JUSTICE CENTER

WHEREAS, qualifications were solicited to provide architectural & engineering services for the redesign of the front entrance of the Justice Center; and

WHEREAS, after review of qualifications submitted, it was determined that Wave Design Group, LLC, Kennewick, Washington, would best be able to provide the services needed; and

WHEREAS, a Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney, and signed by Wave Design Group, LLC; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Wave Design Group, LLC, of Kennewick, Washington, to provide professional architectural & engineering services for the redesign of the front entrance at the Justice Center with a maximum total amount payable not to exceed \$26,000.00, including Washington State Sales Tax, unless agreed to by amendment by both parties; and

BE IT FURTHER RESOLVED the term of this contract commences on this date and terminates on December 31, 2021.

Dated this 6th day of April 2021.

Chairman of the Board.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

**BENTON COUNTY
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **WAVE DESIGN GROUP, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 418 N Kellogg Street, Ste B, 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 & Fees

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 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.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for Justice Center Front Entrance Renovation all in accordance with Exhibit A, "Scope of Work & Fees" attached hereto; subject to the following requirements and limitations:

- i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided

for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.

ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. All proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify amount the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall

generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel, and shall amend or modify such documents and contracts at the direction of COUNTY's legal counsel or COUNTY's representative. These documents and contracts include, but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY's request, and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.

v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.

b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than one time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing 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: Harvey D. Prickett
Address: 418 N. Kellogg St. Suite B
Kennewick, WA 99336
Phone: 509-737-1000

Email: harvey@wavedesigngroupllc.com

b. For COUNTY:

Name: Robert Blain
Address: 7122 W Okanogan Place; Bldg. A
Kennewick WA, 99336
Phone: 509-736-3080
Email: Robert.Blain@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00), including W.S.S.T., in accordance with Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00), excluding W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the

CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY 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 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.

- 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 with the exception that all electrical system design performed under this contract may be performed by Conley Engineering, Inc.
- 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 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.

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. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. 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 -

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

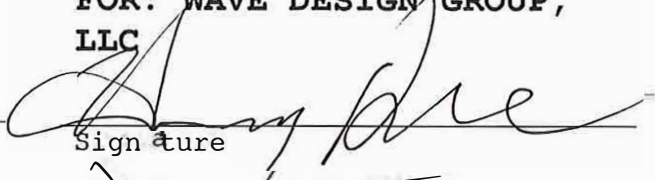
Dated: _____

Dated: 3/29/2021

FOR: BENTON COUNTY

FOR: WAVE DESIGN GROUP, LLC

Chairman


Signature

Member

PRESIDENT
Title:

Member

HAVER PRICETT
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form


Civil Deputy Prosecuting Attorney



March 19, 2021

Robert Blain
Director of Operations & Capital Programs
Benton County
7122 W. Okanogan Place
Kennewick, WA 99336
Email: robert.blain@co.benton.wa.us
Telephone: 509.736.2704

**Re: PROPOSAL
BENTON COUNTY JUSTICE CENTER MAIN ENTRY RENOVATION REV 1
CONSTRUCTION DRAWINGS**

Dear Mr. Blain:

Wave Design Group (WDG) is pleased to present you with the following proposal.

Scope of Work:

This project consists of the reconfiguration of the security measures at the main entry of the Benton County Justice Center located at 7122 W. Okanogan Place in Kennewick, WA.

Work will include:

- Replacement of two existing x-ray machines
- Replacement of one of the metal detector portals
- Inclusion of a prox card access passage and aluminum entrance framing for individuals with current access privileges including electrical tie-in with existing building security access system. This will also include installation of new aluminum entrance framing to create a second barrier before entry into the foyer at the main entrance to the Justice Center.
- Installation of one way mirrored glazing film at entrance to security office adjacent to the main entry.
- Verification of existing electrical load capacity in current location for new equipment
- CSI Construction Specifications for materials and equipment necessary for project completion
- Bidding assistance
- Development of AIA Owner-Contractor agreement per County direction upon award of contract
- Construction Period Support.

The deliverable package will include permit level construction drawings and CSI construction specifications.

Task 1 - As-built Measurements:

- WDG will dispatch our as-built team to verify existing conditions at the location of the renovation to be performed. The CAD file supplied by the County will act as the basis for this task.

Task 2 – Conceptual Design Development (35% Complete):

- Based on initial meetings and scope discussion, WDG will provide the County with conceptual drawings for modifying the entry configuration for the two new x-ray machines and single metal detector.
- Revised floor plans will include prox access path for pre-screened entry into the Justice Center.

Task 3 – Construction Drawings and Specifications (65% Complete):

- Preliminary Construction Drawings to include:
 - Cover Sheet
 - Code Analysis
 - Demolition Plan
 - Demolition Interior Elevations
 - Floor Plan
 - Interior Elevations
 - Window/Door Schedule
 - Electrical power plan
 - Electrical data/comm plan
- Preliminary CSI Specifications for client review

Task 4 – Construction Drawings and Specifications (100% Complete):

- Final Construction Drawings to include:
 - Cover Sheet
 - Code Analysis
 - Exiting/Fire and Life Safety Requirements
 - ADA Information
 - Demolition Floor Plan
 - Demolition Interior Elevations
 - Main Floor Plan
 - Interior Elevations
 - Door and Window Schedules
 - Finish Schedule
 - Electrical Power Plan
 - Electrical Data/Comm Plan
 - Electrical Schedules
 - Electrical Specifications
- Final CSI Specifications
- Bidding Assistance:
 - WDG will assist the County through the public bid process including:

- Issuing Addenda as necessary.
- Attending pre-bid walk-through,
- Reviewing Bids submitted with County personnel.
- Preparing AIA Owner-Contractor Agreement following award of contract.

Task 5 – Permit Services:

- Submit permit package and respond to City of Kennewick comments as required.

Task 6 – Construction Period Support:

- WDG will provide as needed architectural and engineering support on a Time and Materials basis
 - Answer questions regarding project
 - Attend progress meetings
 - Review pay applications and submittals
 - Perform final walk-through and punchlist prior to closeout

Exclusions/Additional Services:

The following services are excluded from the proposal but can be on a Time and Materials basis per rate sheet attached if requested in writing by the client.

1. All Architecture and Engineering other than what is expressly indicated including, but not limited to: survey and geotechnical analysis.
2. Additional conceptual design once the conceptual design has been approved.
3. Fire Suppression Control/Alarms.
4. Security.
5. HAZMAT Survey.
6. Copies and prints to be billed per our rates sheet.
7. Fees (including permit fees, impact fees, TIFs, and the like) to government agencies.
8. County/City Taxes.

Schedule:

WDG can begin work upon receipt of the signed proposal and retainer. Based on our current workload, we plan to have all deliverables ready for submittal for permitting/bidding in approximately 12 weeks.

Fees: Construction Documents

	Conceptual Design - 35% Complete	\$ 9,100.00
	Prelim CDs - 65% Complete	\$ 7,800.00
	Final CDs - 100% Complete	\$ 9,100.00
	Construction Period Structural Support (T&M)	TBD
	Total Fees:	\$26,000.00

Fees will be billed on a milestone complete basis (35%, 65%, and 100%).

For your convenience, invoices are released approximately 7 days prior to each milestone being completed. Once deliverables for each milestone are released, payment is expected within 10 days. All fees to AE and related sub-consultants must be paid prior to releasing “Final”, “For Permit” and/or “For Construction” design package.

Terms and Conditions:

This proposal is good for seven (7) calendar days.

All requested design changes, either by the client or the permitting department after conceptual design approval by the client shall be considered change orders and an additional services notification will be issued prior to proceeding. These additional services will be rendered on a time and materials basis based on our attached rates sheet. All services not specifically outlined above shall be considered additional services.

The AE shall provide additional design services at no cost to the client for errors or clarifications to or in the original design, which are not a change in the project scope initiated by others. The architects will not be held liable for cost of construction work arising from those errors or clarifications. Client agrees to require that AE be named as additional insured for all insurance policies carried by contractors, sub-contractors and suppliers on which client has or will be named as additional insured. Regardless of the presence or absence of insurance coverage, AE shall not be liable for loss or damages. Client expressly agrees to AE's limitation of liability.

Client agrees that AE shall be named as additionally indemnified in all contracts and sub-contracts. AE shall secure and maintain such insurance that will protect him from claims under the workmen's compensation acts and from claims from bodily injury, death, or property damage which may arise from the performances of services under this agreement.

Invoices shall be issued by Wave Design Group on or about reaching the 35%, 65%, and 100% completion milestones. These invoices are due on or by the 10th calendar day following date of invoice. If invoices are not paid by 10 calendar days following the date of invoice, work may cease and interest will begin accruing at a rate of 1.5 percent per month. If the invoice is not paid within 30 days of the due date AE shall have the right to terminate this agreement immediately. The right to terminate under the terms of this paragraph shall be in addition to all other legal, equitable, or contractual remedies available to AE. Client shall have no right to offset against any billings of AE for disputed claims.

Intellectual Property

Drawings, specifications, and other documents prepared by Wave Design Group (WDG) or its consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. WDG and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the Owner for future additions or alterations to this Project or for other projects, without the prior written agreement of WDG. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to WDG and its consultants.

WDG and its consultants shall retain an ownership and property interest therein, including the right to reuse at the discretion of WDG, whether or not the Project is completed.

Agreement on marketing

The Owner agrees that any marketing materials they create to market the Project will include Wave Design Group's logo as part of the images used. This shall include brochures, billboards, advertisements, articles discussing the Project, or any other related forms of marketing.

Further, the Owner agrees that WDG shall post a sign on the construction site for advertisement during construction of the Project. In addition, WDG shall have the right to use renderings, images or other related documents from the Project in marketing materials including, but not limited to, website, brochures, news articles referencing WDG, and other related forms of marketing.

We look forward to working with you to make your project a success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Harvey D. Prickett". The signature is fluid and cursive, with a large initial "H" and "P".

Harvey D. Prickett

Approved by:

Harvey D. Prickett
Principal
Wave Design Group, LLC
418 N. Kellogg Street, Ste. B
Kennewick, WA 99336

Michael A. Corbin, AIA
Director of Architecture/Project Manager
Wave Design Group, LLC
418 N. Kellogg Street, Ste. B
Kennewick, WA 99336



Signature

Signature

March 19, 2021
Date

March 19, 2021
Date

Robert Blain
Director of Operations & Capital Programs
Benton County
7122 W. Okanogan Place
Kennewick, WA 99336

Signature

Date



2021 Fee Schedule

Our compensation will be determined based on time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or service agreement. Our current rates are as follows:

Personnel Category	Hourly Rate
Senior Architect/Senior Engineer	\$200.00
Project Architect	\$185.00
Project Engineer	\$185.00
Project Manager	\$175.00
Senior Designer	\$175.00
Interior Designer	\$150.00
Designer	\$150.00
Draftsperson/CAD Operator	\$125.00
Administration	\$125.00
Other Fees	Rate
Mileage by car	\$0.56 per mile
Oversized E Size Plots	\$4.50
D Size Colored Plots	\$5.00
D Size Plots	\$3.00
Check Plots (11" x 17")	\$1.00
Colored Photos for Marketing (8-1/2" x 11")	\$5.00
Coordination, Process & Handling	15% markup on invoices billed directly to client
Postage	*Actual cost plus 15%
Shipping Fees	*Actual cost plus 15%
Courier Service	*Our rate for delivery

Office Use Only

Project: _____

Client: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Awarding the furnishing of sign materials to Traffic Safety Supply Company and authorizing the purchase of said signs	
Presenter:	N/A	
Prepared By:	S. Christen	
Reviewed By:	D. D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

The materials for making traffic signs are a consumable material and need to be replaced periodically. Quotes for furnishing sign materials were solicited through the Small Works Roster process and received and opened on March 25, 2021. Two quotes were received in the amounts below and are as set forth on the attached tabulation.

TRAFFIC SAFETY SUPPLY COMPANY. (409-014-202) \$12,394.85 plus WSST
 Portland, Oregon

NATIONAL BARRICADE & SIGN CO. (601-481-955) \$22,972.50 plus WSST
 Spokane Valley, Washington

The County Engineer recommends award of the business of furnishing sign materials to Traffic Safety Supply Company.

Fiscal Impact

Amount: \$12,394.85 plus WSST

Fund: Road Fund

Recommendation

The business of furnishing Benton County with Sign Materials for 2021 be awarded to Traffic Safety Supply Company, Portland, Oregon in the amount of \$12,394.85 plus Washington State Sales Tax.

Suggested Motion

Pass as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING SIGN MATERIALS FOR 2021 FROM TRAFFIC SAFETY SUPPLY COMPANY, PORTLAND, OREGON

WHEREAS, the materials for making traffic signs are a consumable material and need to be replaced periodically; and

WHEREAS, quotes for furnishing sign materials were solicited through the Small Works Roster process and received and opened on March 25, 2021; and

WHEREAS, two quotes were received in the amounts below and are as set forth on the attached tabulation

TRAFFIC SAFETY SUPPLY COMPANY. (409-014-202) Portland, Oregon	\$12,394.85 plus WSST
NATIONAL BARRICADE & SIGN CO. (601-481-955) Spokane Valley, Washington	\$22,972.50 plus WSST

and;

WHEREAS, the County Engineer recommends award of the business of furnishing sign materials to Traffic Safety Supply Company; **NOW, THEREFORE**,

BE IT RESOLVED, that the business of furnishing Benton County with Sign Materials for 2021 be awarded to Traffic Safety Supply Company, Portland, Oregon in the amount of \$12,394.85, plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 6th day of April, 2021.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

PROJECT: 2021 FURNISHING SIGN MATERIALS			Traffic Safety Supply Company		National Barricade and Sign Co.	
LOCATION: BENTON COUNTY			2324 SE Umatilla St.		6602 E Main Avenue	
LET BY: BOARD OF COUNTY COMMISSIONERS			Portland, OR 97202		Spokane Valley, WA 99212	
DATE: March 25, 2021; 11:00 a.m., Local Time						
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	18" x 18" diamond sign blank	25	\$ 5.91	\$ 147.75	\$ 8.50	\$ 212.50
2	18" x 18" square sign blank	50	\$ 6.68	\$ 334.00	\$ 8.50	\$ 425.00
3	18" x 6" rectangle sign blank	25	\$ 2.60	\$ 65.00	\$ 5.00	\$ 125.00
4	24" x 18" rectangle sign blank	50	\$ 6.97	\$ 348.50	\$ 13.00	\$ 650.00
5	24" x 24" square sign blank	25	\$ 11.30	\$ 282.50	\$ 16.00	\$ 400.00
6	30" x 36" rectangle sign blank	30	\$ 15.88	\$ 476.40	\$ 27.00	\$ 810.00
7	30" x 8" rectangle sign blank	150	\$ 4.47	\$ 670.50	\$ 9.00	\$ 1,350.00
8	36" x 8" rectangle sign blank	150	\$ 5.15	\$ 772.50	\$ 10.00	\$ 1,500.00
9	42" x 8" rectangle sign blank	30	\$ 5.83	\$ 174.90	\$ 13.00	\$ 390.00
10	18" R1-1 sign blank	20	\$ 5.66	\$ 113.20	\$ 9.00	\$ 180.00
11	30" R1-2 sign blank	10	\$ 9.36	\$ 93.60	\$ 23.00	\$ 230.00
12	1.75" x 1.75" x 10' telespar post	200	\$ 33.04	\$ 6,608.00	\$ 65.00	\$ 13,000.00
13	2" x 2" x 36" telespar anchor	100	\$ 12.28	\$ 1,228.00	\$ 12.00	\$ 1,200.00
14	3/8" steel drive rivots	2,000	\$ 0.54	\$ 1,080.00	\$ 1.25	\$ 2,500.00
	TOTAL			\$ 12,394.85		\$ 22,972.50

PROPOSAL - SIGN MATERIALS

Name of Firm: Traffic Safety Supply Company

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>	<u>TOTALS</u>
1	18" x 18" diamond sign blank	25	\$ <u>5.91</u>	\$ <u>147.75</u>
2	18" x 18" square sign blank	50	\$ <u>6.68</u>	\$ <u>334.00</u>
3	18" x 6" rectangle sign blank	25	\$ <u>2.60</u>	\$ <u>65.00</u>
4	24" x 18" rectangle sign blank	50	\$ <u>6.97</u>	\$ <u>348.50</u>
5	24" x 24" square sign blank	25	\$ <u>11.30</u>	\$ <u>282.50</u>
6	30" x 36" rectangle sign blank	30	\$ <u>15.88</u>	\$ <u>476.40</u>
7	30" x 8" rectangle sign blank	150	\$ <u>4.47</u>	\$ <u>670.50</u>
8	36" x 8" rectangle sign blank	150	\$ <u>5.15</u>	\$ <u>772.50</u>
9	42" x 8" rectangle sign blank	30	\$ <u>5.83</u>	\$ <u>174.90</u>
10	18" R1-1 sign blank	20	\$ <u>5.66</u>	\$ <u>113.20</u>
11	30" R1-2 sign blank	10	\$ <u>9.36</u>	\$ <u>93.60</u>
12	1.75" x 1.75" x 10' telespar post	200	\$ <u>33.04</u>	\$ <u>6,608.00</u>
13	2" x 2" x 36" telespar anchor	100	\$ <u>12.28</u>	\$ <u>1,228.00</u>
14	3/8" steel drive rivots	2,000	\$ <u>.54</u>	\$ <u>1,080.00</u>
GRAND TOTAL				\$ <u>12,394.85</u>

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be .5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

PROPOSAL MUST BE SIGNED ON NEXT PAGE

PROPOSAL - SIGN MATERIALS
continued

DATED this 24th day of March, 2021.

FIRM NAME: Traffic Safety Supply Company

ADDRESS: 2324 SE Umatilla St Portland, OR 97202

EMAIL ADDRESS: Sgerkin@tssco.com

TELEPHONE: (503) 235-8531

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: _____

BY: 
Authorized Signature

Susan Gerkin | Inside Sales
Print Name and Title

BY: _____
Authorized Signature

Print Name and Title

PROPOSAL MUST BE SIGNED

PROPOSAL – SIGN MATERIALS

Name of Firm: National Barricade and Sign Co.

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE PER EACH</u>	<u>TOTALS</u>
1	18" x 18" diamond sign blank	25	\$ <u>8.50</u>	\$ <u>212.50</u>
2	18" x 18" square sign blank	50	\$ <u>8.50</u>	\$ <u>425.00</u>
3	18" x 6" rectangle sign blank	25	\$ <u>5.00</u>	\$ <u>125.00</u>
4	24" x 18" rectangle sign blank	50	\$ <u>13.00</u>	\$ 260.00 <u>650.00</u> <i>sk</i>
5	24" x 24" square sign blank	25	\$ <u>16.00</u>	\$ <u>400.00</u>
6	30" x 36" rectangle sign blank	30	\$ <u>27.00</u>	\$ <u>810.00</u>
7	30" x 8" rectangle sign blank	150	\$ <u>9.00</u>	\$ <u>1350.00</u>
8	36" x 8" rectangle sign blank	150	\$ <u>10.00</u>	\$ <u>1500.00</u>
9	42" x 8" rectangle sign blank	30	\$ <u>13.00</u>	\$ <u>390.00</u>
10	18" R1-1 sign blank	20	\$ <u>9.00</u>	\$ <u>180.00</u>
11	30" R1-2 sign blank	10	\$ <u>23.00</u>	\$ <u>230.00</u>
12	1.75" x 1.75" x 10' telespar post	200	\$ <u>65.00</u>	\$ <u>13,000.00</u>
13	2" x 2" x 36" telespar anchor	100	\$ <u>12.00</u>	\$ <u>1200.00</u>
14	3/8" steel drive rivots	2,000	\$ <u>1.25</u>	\$ <u>2500.00</u>
GRAND TOTAL				\$ <u>24,524.60</u>

\$ 22,972.50

SPECIFICATIONS:

- All blanks must be aluminum and meet State Standards and Specs for Corner Radius
- All metal sign blanks shall be 0.80 inches thick.
- All telespar posts and anchors shall be 12 gauge galvanized metal.
- All rivet holes must be .5" diameter.
- All sign plates must be delivered on pallets.
- Width measurement is listed first, height second.

PROPOSAL MUST BE SIGNED ON NEXT PAGE

PROPOSAL – SIGN MATERIALS

continued

DATED this 23rd day of March, 2021.

FIRM NAME: National Barricade and Sign Co.

ADDRESS: 6602 E. Main Ave., Spokane Valley WA 99212

EMAIL ADDRESS: Bill@NatBarr.net

TELEPHONE: (509) 534-2619

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 601481955

BY: Allison Brewer Allison Brewer - President
Authorized Signature Print Name and Title

BY: Bill J Brewer Bill Brewer - Vice President
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	
Subject:	Accepting work performed by Banlin for the Finance Department Tenant Improvement and Restroom Addition project	
Presenter:		
Prepared By:	slc	
Reviewed By:	R. Blain	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

The County entered into a contract with Banlin Construction, LLC for the CB20-14 Finance Department Tenant Improvement and Restroom Addition project on June 30, 2020 (Res. 2020-436). Banlin Construction, LLC has completed all work required under the contract. The project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally accept Banlin Construction, LLC's work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY BANLIN CONSTRUCTION, LLC UNDER CONTRACT FOR CB20-14 FINANCE DEPARTMENT TENANT IMPROVEMENT AND RESTROOM ADDITION PROJECT

WHEREAS, on June 30, 2020 the Board of County Commissioners entered into a contract with Banlin Construction, LLC of Kennewick, Washington (Resolution 2020-436) for CB20-14 Finance Department Tenant Improvement and Restroom Addition project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the Director of Operations and Capital Programs' recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete;
NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and hereby accepts the work performed by Banlin Construction, LLC under contract for CB20-14 Finance Department Tenant Improvement and Restroom Addition project as being completed in conformance with the contract documents.

Dated this 6th day of April 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021
Subject:	Mid-Columbia Forklift, Inc. Personal Services Contract
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Mary Christen, Administrative Assistant
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Benton County had a contract with Mid-Columbia Forklift, Inc. to provide training and certification to Benton County employees that operate forklifts and said contract expired on December 31, 2020. Benton County wishes to continue offering training and certification for safe forklift operation to employees that operate forklifts.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and sign the attached Personal Services Contract between Benton County and Mid-Columbia Forklift, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND MID-COLUMBIA FORKLIFT, INC TO PROVIDE FORKLIFT TRAINING AND CERTIFICATION TO EMPLOYEES OF BENTON COUNTY

WHEREAS, per Resolution 2012-677, Section 4.0 Services “The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost.”; and

WHEREAS, Safety and Health regulations require employees to periodically be trained and evaluated on safe forklift operation within their work area; and

WHEREAS, Benton County has employees in separate departments that utilize forklifts within their work area and require training on forklift operations; and

WHEREAS, Mid-Columbia Forklift, Inc. has instructors that are qualified and competent to provide training and certification to Benton County employees that operate forklifts; and

WHEREAS, the Risk Manager recommends utilizing Mid-Columbia Forklift, Inc. to provide forklift training and certification to employees of Benton County that operate a forklift as part of their regular duties; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and agrees to sign the attached agreement between Benton County and Mid-Columbia Forklift, Inc., which will expire on December 31, 2022, and not exceed \$15,000.00 excluding W.S.S.T.

Dated this _____ day of _____ 2021.

Chairman of the Board

Member

Member

Attest:
Clerk of the Board

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

**BENTON COUNTY
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MID-COLUMBIA FORKLIFT, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 2605 North Commercial Avenue, Pasco, Washington 99301 (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. Terms and Conditions (this document).

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed 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.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide instruction to designated Benton County employees on safe operation of forklifts, and how to properly inspect a forklift prior to operation. All material presented to Benton County employees under this Contract shall meet or exceed minimum safety and health requirements listed under WAC 296-863.

The parties understand that the instructor will provide classroom instruction and evaluate Benton County employees' performance during the practical demonstration only, and at no time will the instructor operate a forklift while on Benton County property.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Maria Cuevas
 Address: 2605 North Commercial Avenue
 Pasco, WA 99301
 Phone: (509) 547-7413
 Email: mcuevas@midcoforklift.com

b. For COUNTY:

Name: Adam Morasch
 Address: 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336
 Phone: 509-736-3082
 Email: adam.morasch@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate of one hundred twenty-five dollars and zero cents (\$125.00) per student.
- b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract shall not exceed fifteen thousand dollars and zero cents (\$15,000.00), excluding W.S.S.T.

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

6. **AMENDMENTS AND CHANGES IN WORK**

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

the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of

or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

c. **Commercial General Liability and Employers Liability**

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the

policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this

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

f. **Verification of Coverage and Acceptability of Insurers:**

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee,

gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated: _____

Dated: 3-24-2021

FOR: BENTON COUNTY

**FOR: MID-COLUMBIA
FORKLIFT, INC.**

Chairman

Signature

Member

Store Manager
Title:

Member

SHAWN McQUAY
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

[Signature]
Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021	Memo Date:	March 23, 2021
Subject:	Continued Hearing on File No. OA 2021-001 An Ordinance Amendment to BCC 11.15.060, 11.17.040 and 11.17.070 regarding Wind Turbine Setbacks and Met Tower requirements to add Solar Energy		
Presenter:	Michelle Cooke, Greg Wendt		
Prepared By:	Donna Hutchinson		
Reviewed By:	Greg Wendt		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input checked="" type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Planning Division and the Planning Commission are forwarding an ordinance amendment to the Board of County Commissioners with a recommendation for approval. The proposed ordinance amendment will increase the setback requirements from property lines, dwellings, and road rights of way for wind turbines located in the Rural Lands 20 Acre and GMA Agricultural Zoning Districts.

Specifically, the ordinance amendment proposes an increase from 1,000 feet to **1,640 feet** for the setback to dwellings. The setback from property lines and road rights of way are both a distance equal to wind turbine height, **plus 50% of that height.**

The proposal will also amend Meteorological towers used to gather data to assess wind **and solar** energy potential.

The Planning Commission held a public hearing on March 9, 2021 and after taking testimony and discussion among the Commission members they voted unanimously to forward a recommendation for approval of the proposed amendments subject to five (5) Findings of Fact.

This item was before the Commissioners on March 30, 2021 at which time they continued the hearing until April 6, 2021 at 9 a.m. in the Commissioners' Hearing Room, Justice Center, Kennewick without taking any testimony. The Board will need to open the continued public hearing and consider all testimony on this matter before making a decision on this amendment.

Fiscal Impact

None Known at this time.

Recommendation

It is the recommendation of the Benton County Planning Department and the Planning Commission that Planning Casefile Application OA 2021-001, be approved with the suggested five (5) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve the proposed zoning amendment amending Ordinance 611, Chapter 11.15.060, 11.17.040, and 11.17.070 as noted in Casefile OA 2021-001.

**EXHIBIT LIST FOR OA 2021-001/EA 2021-004
ORDINANCE AMENDMET TO BCC 11.15.060 AND 11.17.040/.060/.070**

DATED

Planning Commission Memo Exhibit List - March 9, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	February 26, 2021
	PCM 1.2	Draft Ordinance	
	PCM 1.3	Notice of Public Hearing	February 17, 2021
		SEPA INFORMATION	
	PCM 1.4	Environmental Checklist EA 2021-004	February 4, 2021
	PCM 1.5	Mitigated Determination of Non Significance	February 5, 2021
		COMMENTS	
	PCM 1.6	Wash. State Dept. of Health	February 5, 2021
	PCM 1.7	Benton County Public Works Comments	February 11, 2021
PCM 1.8	Kennewick Irrigation District Comments	February 16, 2021	
Board of County Commissioners Memo Exhibit List - XXXX			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	March 12, 2021
	BCCM 1.2	Resolution	March 30, 2021
	BCCM 1.3	Ordinance	
	BCCM 1.4	Planning Commission Findings & Recommendation	March 9, 2021
	BCCM 1.5	Notcie of Public Hearing	March 12, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

PCM = Planning Commission Memo Exhibits

BCCM = County Commissioner Memo Exhibits

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING AN ORDINANCE RELATING TO ZONING AND RURAL LANDS TWENTY ACRE DISTRICT (RL-20), AND GROWTH MANAGEMENT ACT AGRICULTURAL DISTRICT (GMAAD); AMENDING THE SECTIONS RELATING TO USES REQUIRING A CONDITIONAL USE PERMIT AND ALLOWABLE USES; AMENDING ORDINANCE 611, SECTION 53 AND BCC 11.15.060; AMENDING ORDINANCE 611, SECTION 60 AND BCC 11.17.040; AND AMENDING ORDINANCE 611, SECTION 63 AND BCC 11.17.070.

WHEREAS, the Benton County Planning Commission after conducting an open record hearing and review on March 9, 2021 has forwarded the proposed amendment(s) to the Board of County Commissioners with a positive recommendation; and,

WHEREAS, the Board did review the Planning Commission record, and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS, the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions that are found in File # OA 2021-001 in the Planning Department; and,

WHEREAS, Notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on March 17, 2021; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on Tuesday, March 30, 2021, at 9.00 a.m. in the Commissioners Meeting Room, Justice Center, Kennewick Washington to consider the above proposed ordinance amendment to in BCC Title 11, Ordinance 611, BCC 11.15.060, 11.17.040 and 11.17.070; and,

WHEREAS, the Board continued the open record hearing to April 6, 2021 at 9 a.m. in the Commissioners' Hearing Room, Justice Center, Kennewick without taking any testimony; and,

WHEREAS, the Board conducted the open record hearing on Tuesday April 6, 2021 at 9:00 a.m. in the Commissioners' Meeting Room, Justice Center, Kennewick Washington to consider the above proposed ordinance amendment to in BCC Title 11, Ordinance 611, BCC 11.15.060, 11.17.040 and 11.17.070; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conditions of Approval as their own (which are kept in File No. OS 2021-001 in the Planning Department records); and,

WHEREAS, after consideration of the above-mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral

comments submitted at the public hearing, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt Planning Application OA 2020-001, amendment to BCC Title 11, Ordinance 611, BCC 11.15.060, 11.17.040 and 11.17.070; and,

NOW THEREFORE BE IT RESOLVED that Ordinance No. _____ an ordinance regarding wind tower setbacks and solar energy data gathering, relating to zoning, Rural Lands Twenty Acre District (RL-20), and Growth Management Act Agricultural District (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 is hereby adopted and will take effect and be in full force immediately upon its passage and adoption.

Dated this 6th day of April 2021.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

GW/djh

ORDINANCE NO. _____

AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 53 and BCC 11.15.060 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted on a single parcel of record within the Rural Lands Twenty Acre District (RL-20) if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040.

(a) A sand or gravel pit, stone quarry and similar use for the development of natural resources extracted on-site.

(b) Kennel, commercial.

(c) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

(d) A Park.

(e) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(f) Agricultural Market.

(g) Business activities, other than those set forth above, that are compatible with the principal uses and purpose of the underlying zone and the surrounding land uses may be conducted from within an approved accessory building detached from all dwelling units if the following criteria as well as any other conditions required by the Hearings Examiner are satisfied:

(1) The business activity must take place on a parcel of land that is 2.0 acres or greater in size.

(2) There must be a residence on site, and at least one (1) of the proprietors of the business must be the owner or lessee of the property where the business and the residence are located and must reside in said residence.

(3) No more than four (4) non-resident persons, whether they work on site or not, may be employed by or be partners in the business.

(4) The business activity, including all storage space, shall not occupy more than two thousand (2,000) square feet of total floor area within the detached accessory building.

(5) Only one (1) approved detached accessory building on a parcel may be used for business activities. If more than one

(1) business will be conducted within an approved detached accessory building, then a separate application must be submitted for each business activity, provided that the total area used by all business activities shall not exceed that permitted by BCC 11.15.060(g)(4).

(6) No more than two (2) non-illuminating signs, with a maximum area of four (4) square feet each, shall be permitted in connection with the business activity. The posting of such signs is limited to the parcel on which the approved detached accessory building is located. On-street (inside the road right-of-way) sign posting and sign posting which interferes with the line-of-site for road intersections are prohibited.

(7) Not more than three (3) vehicles marked to identify the business may be on the parcel at any one time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the business activity. This prohibition applies to, but is not limited to: lumber, plasterboard, pipe, paint, inoperable vehicles, and heavy equipment that are related to the business.

(8) The property owner and the proprietor(s) of the business shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state and federal regulations pertinent to the business activity pursued. The requirements of or permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations.

(9) Adequate off-street parking, as determined by the Hearings Examiner, must be provided.

(10) Any waste created as a result of the business activity must be disposed of off-site in compliance with all local, state and/or federal regulations.

(11) The presence of customers/clients and non-resident employees at the location of the business activity shall be limited to the days and hours of operation as determined by the Hearings Examiner.

(12) The business activity does not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(h) Shooting range facility.

(i) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (~~(+1,000)~~) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((a)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the

most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

- (j) Agri-tourism accommodations.
- (k) Solar Power Generator Facility, Major.

SECTION 2. Ordinance 611, Section 60 and BCC 11.17.040 are hereby amended to read as follows:

ALLOWABLE USES. Provided all applicable code provisions are satisfied, the following uses are allowed within the GMA Agricultural District on a single parcel of record:

- (a) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.
- (b) Agriculture buildings: as defined under BCC 11.03.010(6).
- (c) Agricultural related industries as defined under BCC 11.03.010(9) including but not limited to wineries/breweries/distilleries.
- (d) Agricultural stands as defined under BCC 11.03.010(10).
- (e) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.
- (f) Single family dwelling.
- (g) Manufactured home if constructed after June 15, 1976.
- (h) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.
- (i) Aquaculture.
- (j) Adult Family Homes.
- (k) Community club houses, grange halls and other agricultural nonprofit organization halls.

(l) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.

(m) Airstrips (personal).

(n) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.

(o) Schools and churches.

(p) Kennels, both commercial and private.

(q) Communication facilities described in BCC 11.47.030(b), BCC 11.47.030(c), BCC 11.47.030(d), or BCC 11.47.030(e).

(r) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.

(s) Meteorological towers used to gather data to assess wind and solar energy potential; provided, that the towers:

(1) Shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO); and

(2) Must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.

(t) Commercial stables, private stables, and/or riding academies.

SECTION 3. Ordinance 611, Section 63 and BCC 11.17.070 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted within the GMA Agricultural District if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well-used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.

(b) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or

livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.

(c) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.

(d) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, RV parking area, and event related novelty/accessory sales.

(e) Airstrips (commercial crop dusting).

(f) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(g) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.

(h) Off-site hazardous waste treatment and storage facilities may be allowed by conditional use permit issued by the Benton County Hearings Examiner after notice and public hearing as provided in BCC 11.50.040 provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210, as currently in effect or as hereafter amended.

(i) Asphalt manufacture in conjunction with rock, sand and gravel mining.

(j) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

(k) Child Day Care Facility, Type B, subject to the provisions of BCC 11:42.060.

(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.

(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).

(n) Recreational vehicle parks occupied by farm laborers and their families.

(o) Off-premise directional signs.

(p) The production of bio-diesel and alcohol fuels from agricultural products.

(q) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.

(r) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.

(s) Underground natural gas storage facilities.

(t) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (~~(1,000)~~) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((a)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

(u) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more

per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as currently in effect or as hereafter amended;

(iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) No more than two (2) signs of a size determined by the Hearings Examiner shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;

(9) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(10) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(11) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; and,

(12) The days and hours of operation shall be determined by the Hearings Examiner with the granting of a Conditional Use Permit.

(13) The non-agricultural accessory use shall not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(v) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

(w) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulation pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations

(x) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(y) Recreation and entertainment activities centered on an agricultural theme. This may include activities such as field mazes, hayrides, sleigh rides, animal rides, petting zoos and other similar uses.

(z) Commercial sand and gravel pits, stone quarries, other mineral extraction, asphalt and/or concrete batching plants.

(aa) Veterinarian Clinics.

(bb) Shooting Range Facility.

(cc) Solar power generator facility, major.

(dd) Agri-tourism accommodations.

(ee) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

(ff) Commercial agricultural establishments that primarily provide storage, repair, or sale of irrigation, mechanical, and excavation service activities for use off premise.

(gg) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

**RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION**

RE: In the Matter of County Planning:
relating to an Ordinance Amendment to
Benton County Zoning Regulations-
Regarding Wind Turbine Setback Requirements
and allowing Meteorological Towers to
gather data to assess solar energy potential

Planning File #OA-2020-001
RECOMMENDATION,
FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

AN ORDINANCE relating to zoning, Rural Lands Twenty Acre District (RL-20), and Growth Management Act Agricultural District (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on February 24, 2021; and,

WHEREAS, an open record public hearing was held on March 9, 2021 at 6:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350;

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting, including, Lloyd Coughlin, Brian Skeels, Marjorie Kaspar, Leo Perales, and Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on March 9, 2021; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated February 26, 2021; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board

of County Commissioners.

FINDINGS OF FACT

Benton County is proposing a text amendment to the County Zoning Regulations, **Ordinance 611** with a focus on the following:

- a. Chapter 11.15 Rural Lands Twenty Acre District (RL-20), amending BCC 11.15.060(i) wind turbine requirements, including setbacks;
 - b. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.040(s) meteorological towers requirements with the addition of solar energy;
 - c. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(t) wind turbine requirements, including setbacks;
2. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of **Ordinance 611** for zoning text amendments.
 3. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of the Benton County Comprehensive Plan.
 4. Planning Case File Application OA 2021-001 was submitted by email to the State of Washington's Department of Commerce on February 5, 2021 for review in compliance with WAC 365-196-630 (6).
 5. The legal notification for Planning Casefile Application OA 2021-001 was given on February 24, 2021, pursuant to RCW 36.70.590.

NOW, THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, that these findings of fact for the aforementioned Ordinance Amendment Application OA-2021-001 to amend the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 be approved for transmittal to the Board of County Commissioners, with a recommendation to adopt the amendments.


Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

3-9-2021
DATE



BCCM 1.5

NOTICE OF OPEN RECORD HEARINGS

NOTICE IS HEREBY GIVEN that the following applications will be considered by the Board of County Commissioners at public hearings on Tuesday, March 30, 2021, at 9 a.m. in the Commissioners Meeting Room, Justice Center, Kennewick WA.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to in person visits from the public at this time. In an effort to continue to provide public access to the Commissioner's meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit <https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>.

OA 2021-001 - AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height and also adding to the meteorological towers use to allow the gathering of data for wind and solar energy potential.

OS 2021-001 - An application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather than their highest and best use.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 5, 2021 and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or

in writing to the Benton County Planning Department by 5 p.m. on Monday March 29, 2021.

BASED ON THE TESTIMONY presented at the public hearing, the Board of County Commissioners may or may not uphold the recommendation of APPROVAL from the Benton County Planning Commission or they may make changes to the proposed ordinance. All parties concerned may present any support or objections for the applications per the instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 12th day of March 2021.

JEROME DELVIN, Chairman
BENTON COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: March 17, 2021

Community Development Department
 Prosser Office: 620 Market Street, 1st Floor
 Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us



Planning Division
 (509) 786-5612
 P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO: OA 2021-001 (Ordinance Amendment to Zoning Regulations)

MEMO DATE: February 26, 2021

HEARING DATE: March 9, 2021

APPLICANT: Benton County Planning Department

OWNER: N/A

LOCATION: Unincorporated Benton County

PROPERTY SIZE: N/A

AREA TO BE USED: N/A

LAND USE: N/A

COMP. PLAN: N/A

ZONING: N/A

SUGGESTED STAFF RECOMMENDATION: Positive recommendation subject to ten findings of fact.

APPLICATION DESCRIPTION

Benton County is proposing a text amendment to the County Zoning Regulations. The amendment involves the following:

1. **Chapter 11.15 Rural Lands Twenty Acre District (RL-20).** The proposed amendment increases the setback requirements associated with wind turbines in the RL-20 Zoning District.

The changes impact BCC 11.15.060(i) as shown:

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ~~(1,000)~~ **six hundred and forty (1,640)** feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height **plus 50% of that height**, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines

common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way a distance equal to the wind turbine height **plus 50% of that height**.

2. **Growth Management Act Agricultural Zoning District (GMAAD).** The proposed amendment adds solar energy to the uses allowed with Meteorological (MET) towers and increases the setback requirements associated with wind turbines in the GMAAD Zoning District.

The changes impact BCC 11.17.040(s) as shown:

(s) Meteorological towers used to gather data to assess wind **and solar** energy potential; provided, that the towers:

(1) Shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO); and

(2) Must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.

The changes impact BCC 11.17.070(t) as shown:

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ~~(1,000)~~ **six hundred and forty (1,640)** feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height **plus 50% of that height**, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the

wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way a distance equal to the wind turbine height plus 50% of that height.

PUBLIC NOTICE

1. A Notice of Public Hearing was published in the Prosser Record Bulletin on February 24, 2021 and was put on the County's website on February 23, 2021.
2. The Planning Staff mailed out review packets to technical agencies on February 5, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: 2018 Benton County Comprehensive Plan.
2. Zoning Code: Benton County Code, Title 11, Zoning.

AGENCY COMMENTS

None.

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings of fact for - File OA 2021-001.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application OA 2021-001 with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. Benton County is proposing a text amendment to the County Zoning Regulations, **Ordinance 611** with a focus on the following:
 - a. Chapter 11.15 Rural Lands Twenty Acre District (RL-20), amending BCC 11.15.060(i) wind turbine requirements, including setbacks;
 - b. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.040(s) meteorological towers requirements with the addition of solar energy;
 - c. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(t) wind turbine requirements, including setbacks;

2. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of **Ordinance 611** for zoning text amendments.
3. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of the Benton County Comprehensive Plan.
4. Planning Case File Application OA 2021-001 was submitted by email to the State of Washington's Department of Commerce on February 5, 2021 for review in compliance with WAC 365-196-630 (6).
5. The legal notification for Planning Casefile Application OA 2021-001 was given on February 24, 2021, pursuant to RCW 36.70.590.

SUGGESTED MOTION-

I move that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the Commission's recommendation for approval of the proposed zoning amendment, amending Ordinance 611, Chapter 11.15.060, 11.17.040, and 11.17.070 as noted in Casefile OA 2021-001, that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

ORDINANCE NO. _____

AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 53 and BCC 11.15.060 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted on a single parcel of record within the Rural Lands Twenty Acre District (RL-20) if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040.

(a) A sand or gravel pit, stone quarry and similar use for the development of natural resources extracted on-site.

(b) Kennel, commercial.

(c) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

(d) A Park.

(e) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(f) Agricultural Market.

(g) Business activities, other than those set forth above, that are compatible with the principal uses and purpose of the underlying zone and the surrounding land uses may be conducted from within an approved accessory building detached from all dwelling units if the following criteria as well as any other conditions required by the Hearings Examiner are satisfied:

(1) The business activity must take place on a parcel of land that is 2.0 acres or greater in size.

(2) There must be a residence on site, and at least one (1) of the proprietors of the business must be the owner or lessee of the property where the business and the residence are located and must reside in said residence.

(3) No more than four (4) non-resident persons, whether they work on site or not, may be employed by or be partners in the business.

(4) The business activity, including all storage space, shall not occupy more than two thousand (2,000) square feet of total floor area within the detached accessory building.

(5) Only one (1) approved detached accessory building on a parcel may be used for business activities. If more than one

(1) business will be conducted within an approved detached accessory building, then a separate application must be submitted for each business activity, provided that the total area used by all business activities shall not exceed that permitted by BCC 11.15.060(g)(4).

(6) No more than two (2) non-illuminating signs, with a maximum area of four (4) square feet each, shall be permitted in connection with the business activity. The posting of such signs is limited to the parcel on which the approved detached accessory building is located. On-street (inside the road right-of-way) sign posting and sign posting which interferes with the line-of-site for road intersections are prohibited.

(7) Not more than three (3) vehicles marked to identify the business may be on the parcel at any one time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the business activity. This prohibition applies to, but is not limited to: lumber, plasterboard, pipe, paint, inoperable vehicles, and heavy equipment that are related to the business.

(8) The property owner and the proprietor(s) of the business shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state and federal regulations pertinent to the business activity pursued. The requirements of or permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations.

(9) Adequate off-street parking, as determined by the Hearings Examiner, must be provided.

(10) Any waste created as a result of the business activity must be disposed of off-site in compliance with all local, state and/or federal regulations.

(11) The presence of customers/clients and non-resident employees at the location of the business activity shall be limited to the days and hours of operation as determined by the Hearings Examiner.

(12) The business activity does not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(h) Shooting range facility.

(i) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (~~(+1,000)~~) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((a)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the

most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

- (j) Agri-tourism accommodations.
- (k) Solar Power Generator Facility, Major.

SECTION 2. Ordinance 611, Section 60 and BCC 11.17.040 are hereby amended to read as follows:

ALLOWABLE USES. Provided all applicable code provisions are satisfied, the following uses are allowed within the GMA Agricultural District on a single parcel of record:

- (a) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.
- (b) Agriculture buildings: as defined under BCC 11.03.010(6).
- (c) Agricultural related industries as defined under BCC 11.03.010(9) including but not limited to wineries/breweries/distilleries.
- (d) Agricultural stands as defined under BCC 11.03.010(10).
- (e) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.
- (f) Single family dwelling.
- (g) Manufactured home if constructed after June 15, 1976.
- (h) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.
- (i) Aquaculture.
- (j) Adult Family Homes.
- (k) Community club houses, grange halls and other agricultural nonprofit organization halls.

(l) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.

(m) Airstrips (personal).

(n) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.

(o) Schools and churches.

(p) Kennels, both commercial and private.

(q) Communication facilities described in BCC 11.47.030(b), BCC 11.47.030(c), BCC 11.47.030(d), or BCC 11.47.030(e).

(r) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.

(s) Meteorological towers used to gather data to assess wind and solar energy potential; provided, that the towers:

(1) Shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO); and

(2) Must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.

(t) Commercial stables, private stables, and/or riding academies.

SECTION 3. Ordinance 611, Section 63 and BCC 11.17.070 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted within the GMA Agricultural District if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well-used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.

(b) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or

livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.

(c) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.

(d) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, RV parking area, and event related novelty/accessory sales.

(e) Airstrips (commercial crop dusting).

(f) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(g) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.

(h) Off-site hazardous waste treatment and storage facilities may be allowed by conditional use permit issued by the Benton County Hearings Examiner after notice and public hearing as provided in BCC 11.50.040 provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210, as currently in effect or as hereafter amended.

(i) Asphalt manufacture in conjunction with rock, sand and gravel mining.

(j) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

(k) Child Day Care Facility, Type B, subject to the provisions of BCC 11:42.060.

(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.

(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).

(n) Recreational vehicle parks occupied by farm laborers and their families.

(o) Off-premise directional signs.

(p) The production of bio-diesel and alcohol fuels from agricultural products.

(q) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.

(r) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.

(s) Underground natural gas storage facilities.

(t) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (~~(1,000)~~) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((a)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

(u) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more

per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as currently in effect or as hereafter amended;

(iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) No more than two (2) signs of a size determined by the Hearings Examiner shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;

(9) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(10) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(11) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; and,

(12) The days and hours of operation shall be determined by the Hearings Examiner with the granting of a Conditional Use Permit.

(13) The non-agricultural accessory use shall not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(v) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

(w) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulation pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations

(x) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(y) Recreation and entertainment activities centered on an agricultural theme. This may include activities such as field mazes, hayrides, sleigh rides, animal rides, petting zoos and other similar uses.

(z) Commercial sand and gravel pits, stone quarries, other mineral extraction, asphalt and/or concrete batching plants.

(aa) Veterinarian Clinics.

(bb) Shooting Range Facility.

(cc) Solar power generator facility, major.

(dd) Agri-tourism accommodations.

(ee) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

(ff) Commercial agricultural establishments that primarily provide storage, repair, or sale of irrigation, mechanical, and excavation service activities for use off premise.

(gg) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board



PCM 1.3

NOTICE OF OPEN RECORD HEARINGS

NOTICE IS GIVEN that the following applications will be considered by the Benton County Planning Commission at public hearings on Tuesday, March 9th, 2021, at **6 p.m.**

OA 2021-001 - AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height and also adding to the meteorological towers use to allow the gathering of data for wind and solar energy potential.

OS 2021-001 - An application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather than their highest and best use.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 5, 2021 and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Department by 5 p.m. on Monday March 8, 2021.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to in person visits from the public at this time. In an effort to continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. **If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.**

If you wish to provide comments on any of the actions before the Planning Commission, we ask that you please fill out our online form (found at <https://tinyurl.com/testifyform>) and submit your request to our office. **You must submit a request form to participate for each hearing that you wish to attend.** If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

At this hearing, the Planning Commission may recommend approval, conditional approval, or disapproval of the applications to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application per the phone in instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 17th day of February 2021.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: February 24, 2021

DETERMINATION OF NON-SIGNIFICANCE

Proponent: Benton County Community Development
Dept. - Planning Division
P.O. Box 910, Prosser WA 99350

File No. EA 2021-004

Project Description: Benton County is amending its development regulations for the Growth Management Agricultural District Ordinance of Benton County Code (BCC) 11.18.040 and BCC 11.18.070 and Rural Lands 20 Acre District - BCC 11.15.060 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height.

Project Location: Countywide

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Community Development Dept. - Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. The environment threshold determination is based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and

This DNS is issued under WAC197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by **February 19, 2021**.

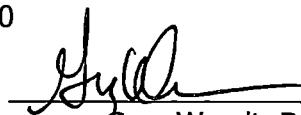
SEPA Responsible Official: Greg Wendt, Director

Position/Title: Benton County Community Development Dept.

Mailing Address: P.O. Box 910, Prosser WA 99350

Date: **February 5, 2021**

Signature



Greg Wendt, Director

DISTRIBUTION:

Applicant
News Media (Encl. map or plot plan)
Benton County Building Office
Dept. of Natural Resources-Olympia
Dept. of Natural Resources -Ellensburg
Benton Clean Air Authority
Bureau of Reclamation
Benton County Public Works
City of Kennewick
City of Richland
City of Benton City
City of Prosser
City of West Richland
Benton-Franklin Dist. Health Dept.
Kennewick Irrigation District
Kiona Irrigation District
Benton Irrigation District
Badger Mountain Irrigation District
Columbia Irrigation District
Sunnyside Valley Irrigation District
Roza Irrigation District
Department of Transportation
Port of Benton
Port of Kennewick
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Corps of Engineers
Yakama Indian Nation
Fire District 1
Fire District 2
Fire District 3
Fire District 4
Fire District 5
Fire District 6
Fire Marshal
Tom Price, Environmental Review Inc.
Dept. of Agriculture
Conf. Tribes of the Umatilla Indian Reservation
Bureau of Land Management
Department of Fish and Wildlife
Office of Arch. & Historic Preservation
Futurewise
Dept. of Commerce
Dept. of Correction
Wash. State Conservation Commission
Bonneville Power Admin.
Dept. of the Navy
FFA

SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2021-004

A. BACKGROUND

1. Name of proposed project, if applicable:

Ordinance to amend BCC 11.15.060 and BCC 11.17.040 and 11.17.070

2. Name of applicant:

Benton County Community Development
Planning Division
P.O. Box 910
Prosser, WA 99350 (509) 786-5612 or (509) 736-3086

3. Address and phone number of applicant and contact person:

Greg Wendt, Director
Benton County Community Development
Planning Division
P.O. Box 910
Prosser, WA 99350 (509) 786-5612 or (509) 736-3086

4. Date checklist prepared: February 4, 2021

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): March/April 2021

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

None

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Board of County Commissioners approval of the proposed ordinance amendments.

10. List any government approvals or permits that will be needed for your proposal, if known.

None

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Benton County is amending its development regulations for the Growth Management Agricultural District Ordinance (GMAD) of Benton County Code 11.18.070 and Rural Lands 20 Acre District to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height;

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This ordinance amendment is a planning proposal and as such, not site specific project related. The proposed amendments to Ordinances will apply to all lands in unincorporated Benton County located within the Growth Management Agriculture Zoning District.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): Flat Rolling Hilly Steep Slopes Mountainous
General topographic characteristics vary greatly within Benton County and environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

b. What is the steepest slope on the site (approximate percent slope)?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed **2. Air**

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters?

If yes, please describe and attach available plans.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site?
If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

4. Plants

- a. Check the types of vegetation found on the site: Deciduous tree (*alder, maple, aspen, other*)
 Evergreen tree (*fir, cedar, pine, other*)
 Shrubs
 Grass
 Pasture
 Crop or grain
 Orchards, vineyards or other permanent crops
 Wet soil plants (*cattail, buttercup, bullrush, skunk cabbage, other*)
 Water plants (*water lily, eelgrass, milfoil, other*)
 Other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- c. List threatened and endangered species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- e. List all noxious weeds and invasive species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- b. List any threatened and endangered species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Is the site part of a migration route? If so, explain.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to preserve or enhance wildlife, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. List any invasive animal species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 1) Describe any known or possible contamination at the site from present or past uses.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 4) Describe special emergency services that might be required.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 5) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 3) Proposed measures to reduce or control noise impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- c. Describe any structures on the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Will any structures be demolished? If so, what?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. What is the current zoning classification of the site? Varies throughout the County.

f. What is the current comprehensive plan designation of the site? Varies throughout the County

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

i. Approximately how many people would reside or work in the completed project?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

j. Approximately how many people would the completed project displace?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Follow guidelines from the Benton County Comprehensive Plan and Benton County Code.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. None

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. None
- c. Proposed measures to reduce or control housing impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- b. What views in the immediate vicinity would be altered or obstructed?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- c. What existing off-site sources of light or glare may affect your proposal?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- b. Would the proposed project displace any existing recreational uses? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

h. Proposed measures to reduce or control transportation impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

16. Utilities

a. Circle utilities currently available at the site:

electricity natural gas water refuse service telephone sanitary sewer system
other

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of Signee: Greg Wendt, Director

Position and Agency/Organization: Benton County Community Development

Date Submitted: February 4, 2021

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(IT IS NOT NECESSARY to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to avoid or reduce such increases are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3. How would the proposal be likely to deplete energy or natural resources?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to protect or conserve energy and natural resources are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to reduce or respond to such demand(s) are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Not applicable, this is not a site specific project. However, if any threatened or endangered species are found during the review of a site specific project, compliance with Benton County Code Title 15-Environment (Protection of Critical Areas and Resources) is required. Also, the site specific project will need to comply with all local, state, and federal laws.

Donna Hutchinson

From: Johnson, Deborah L (DOH) <deborah.johnson@doh.wa.gov>
Sent: Friday, February 5, 2021 3:48 PM
To: Planning Department
Cc: DOH EPH SEPA
Subject: [EXTERNAL] RE: EA 2021-004 Determination of Non Significance-Agency Review

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Donna. I won't have any comments on this. Have a good weekend.

Deborah Johnson

Wellhead Protection Specialist
Office of Drinking Water
Environmental Public Health Division
Washington State Department of Health
deborah.johnson@doh.wa.gov
360-236-3133 | www.doh.wa.gov



From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 5, 2021 2:26 PM
Subject: EA 2021-004 Determination of Non Significance-Agency Review

External Email

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Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

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Donna Hutchinson

From: Cristina Woods
Sent: Thursday, February 11, 2021 10:03 AM
To: Planning Department
Subject: RE: EA 2021-004 Determination of Non Significance-Agency Review

Good morning

PW has no comments

Thank you



Cristina Woods, MS • *Engineering Tech III*
 Benton County Public Works
 102206 Wiser Parkway , WA, 99338
cristina.woods@co.benton.wa.us
 (509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 5, 2021 2:26 PM
To: Badger Mountain Irrig. District <bmid@pocketinet.com>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; bidmitchell@frontier.com; Bureau of Land Management - Spokane <OR_Spokane_Mail@blm.gov>; Benton City Clerk - Jeni Zuniga <jzuniga@ci.benton-city.wa.us>; City of Kennewick - CEDInfo <cedinfo@ci.kennewick.wa.us>; City of Kennewick - Greg McCormick <Greg.McCormick@ci.kennewick.wa.us>; City of Prosser - Steve Zetz <szetz@cityofprosser.com>; City of Richland - Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Columbia Irrigation District <CID@columbiarrigation.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Environmental Review, Inc. - Tom Price <envreview@gmail.com>; FAA - Joseph Jackson <joseph.a.jackson@faa.gov>; Fire District #1 - Billie <billie@bentonone.org>; lonnie@bentonone.org; Fire District # 1 - Scott <scott@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Fire District #2 - R. Duncan <rduncan@bcfpd2.org>; Fire District #3 - Seth <SJohnson@westbentonfirerescue.org>; wwhealan@bcfd4.org; Fire District #4 - Deputy Chief Paul Carlyle (pcarlyle@bcfd4.org) <pcarlyle@bcfd4.org>; Fire District # 5 - Brian <brian@newhouseassociates.com>; chiefwatt@bcfd6.com; Futurewise - Alison Cable <alison@futurewise.org>; Kennewick Irrigation District - Application and SEPA Review (development@kid.org) <development@kid.org>; Kennewick Irrigation District - Ben Woodard <bwoodard@kid.org>; Kennewick Irrigation District - Seth Defoe <sdefoe@kid.org>; Kiona Irrigation District <kiid@owt.com>; MEDIA - KAPP/KVEW-TV <kappnews@kapptv.com>; KEPR General Newsroom <newsroom@keprtv.com>; MEDIA KOLU-FM - Martin Gibbs <kolu@kolu.com>; kvewnews@kvewtv.com; editor@recordbulletin.com; MEDIA - Tri-City Herald - Sarah Schilling <sshilling@tricityherald.com>; Port of Benton - Bud Zeck <budzeck@portofbenton.com>; Port of Kennewick - Larry Peterson <lpeterson@portofkennewick.org>; Roza Irrigation District - Steve Hayman <shayman@roza.org>; Sunnyside Valley Irrigation District - Rigo Diosdado <diosdador@svid.org>; US Army Corps of Engineers - David Moore <David.J.Moore@usace.army.mil>; US Army Corps of Engineers - Real Estate Division <cenww-re@usace.army.mil>; US Army Corps of Engineers - Tim Erkel <tim.r.erkel@usace.army.mil>; US Navy - Kimberly Peacher <kimberly.peacher@navy.mil>; WA Dept of Agriculture - Jada Burrell <jada.burrell@sc.usda.gov>; WA Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; WA Dept of Commerce - William

Simpson <william.simpson@commerce.wa.gov>; Dept. of Fish and Wildlife - Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife - Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife - Michael W. Ritter <rittemwr@dfw.wa.gov>; WA Dept of Fish and Wildlife SEPA Desk <SEPADesk@dfw.wa.gov>; DNR Sepa Center (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; WSDOT - Aviation Airports and Land Use (plattst@wsdot.wa.gov) <plattst@wsdot.wa.gov>; WA Dept of Transportation - Paul Gonseth <Gonsetp@wsdot.wa.gov>; WA Dept of Transportation - SEPA Review - TDM Coordinator <scplanning@wsdot.wa.gov>; Yakama Indian Nation (SEPA) - Elizabeth Sanchez <esanche@yakama.com>; Yakama Indian Nation Environmental Review - Thalia Sachtleber <enviroreview@yakama.com>; SEPA Review - Washington Dept of Health <SEPA.reviewteam@doh.wa.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; BPA <almarshall@bpa.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; emcnagny@agr.wa.gov; nabr461@ecy.wa.gov; hugo.flores@dnr.wa.gov; deborah.johnson@doh.wa.gov; changt@wsdot.wa.gov; Dept. of Archaeology and Historic Preservation <greg.griffith@dahp.wa.gov>; peter.herzog@parks.wa.gov; eric.heinitz@doc.wa.gov; rsshultz@scc.wa.gov; john.lyle@bentoncleanair.org; Benton Clean Air - Rob Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air Authority - Robin Priddy <robin.priddy@bentoncleanair.org>; Brian Bell <Brian.Bell@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Steve Brown <Steve.Brown@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Dept. of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Unit <SEPAUNIT@ecy.wa.gov>; WA Dept of Ecology - Lori White <Lori.White@ecy.wa.gov>; WA State Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>

Subject: EA 2021-004 Determination of Non Significance-Agency Review

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Donna Hutchinson

From: Blaine Broberg <BBroberg@kid.org>
Sent: Tuesday, February 16, 2021 12:59 PM
To: Planning Department
Cc: Daniel Tissell; Lori Gibson
Subject: [EXTERNAL] RE: EA 2021-004 Determination of Non Significance-Agency Review

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Hutchinson,

Please have the wind turbine setback criteria include USBR and Kennewick Irrigation District Easements and Rights-of-Way

Thanks,
 Blaine Broberg, EIT
 Staff Engineer
Kennewick Irrigation District
 2015 S. Ely Street
 Kennewick, WA 99337
 Office: (509)586-6012 ext. 138
 Cell: (509)873-2089

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 5, 2021 2:26 PM
To: Badger Mountain Irrig. District <bmidd@pocketinet.com>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; bidmitchell@frontier.com; Bureau of Land Management - Spokane <OR_Spokane_Mail@blm.gov>; Benton City Clerk - Jeni Zuniga <jzuniga@ci.benton-city.wa.us>; City of Kennewick - CEDInfo <cedinfo@ci.kennewick.wa.us>; City of Kennewick - Greg McCormick <Greg.McCormick@ci.kennewick.wa.us>; City of Prosser - Steve Zetz <szetz@cityofprosser.com>; City of Richland - Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Columbia Irrigation District <CID@columbiairrigation.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Environmental Review, Inc. - Tom Price <envreview@gmail.com>; FAA - Joseph Jackson <joseph.a.jackson@faa.gov>; Fire District #1 - Billie <billie@bentonone.org>; lonnie@bentonone.org; Fire District # 1 - Scott <scott@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Fire District #2 - R. Duncan <rduncan@bcfpd2.org>; Fire District #3 - Seth <SJohnson@westbentonfirerescue.org>; wwhealan@bcfd4.org; Fire District #4 - Deputy Chief Paul Carlyle (pcarlyle@bcfd4.org) <pcarlyle@bcfd4.org>; Fire District # 5 - Brian <brian@newhouseassociates.com>; chiefwatt@bcfd6.com; Futurewise - Alison Cable <alison@futurewise.org>; Development <development@kid.org>; Ben Woodard <BWoodard@kid.org>; Seth Defoe <SDefoe@kid.org>; Kiona Irrigation District <kiid@owt.com>; MEDIA - KAPP/KVEW-TV <kappnews@kapptv.com>; KEPR General Newsroom <newsroom@keprrtv.com>; MEDIA KOLU-FM - Martin Gibbs <kolu@kolu.com>; kvewnews@kvewtv.com; editor@recordbulletin.com; MEDIA - Tri-City Herald - Sarah Schilling <sshilling@tricityherald.com>; Port of Benton - Bud Zeck <budzeck@portofbenton.com>; Port of Kennewick - Larry Peterson <lpeterson@portofkennewick.org>; Roza Irrigation District - Steve Hayman <shayman@roza.org>; Sunnyside Valley Irrigation District - Rigo Diosdado <diosdador@svid.org>; US Army Corps of Engineers - David Moore <David.J.Moore@usace.army.mil>; US Army Corps of Engineers - Real Estate Division <cenww-re@usace.army.mil>; US Army Corps of Engineers - Tim Erkel <tim.r.erkel@usace.army.mil>; US Navy - Kimberly Peacher <kimberly.peacher@navy.mil>; WA Dept of Agriculture - Jada Burrell <jada.burrell@sc.usda.gov>; WA Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov)

<sepa@dahp.wa.gov>; WA Dept of Commerce - William Simpson <william.simpson@commerce.wa.gov>; Dept. of Fish and Wildlife - Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife - Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife - Michael W. Ritter <rittemwr@dfw.wa.gov>; WA Dept of Fish and Wildlife SEPA Desk <SEPADesk@dfw.wa.gov>; DNR Sepa Center (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; WSDOT - Aviation Airports and Land Use (plattst@wsdot.wa.gov) <plattst@wsdot.wa.gov>; WA Dept of Transportation - Paul Gonseth <Gonsetp@wsdot.wa.gov>; WA Dept of Transportation - SEPA Review - TDM Coordinator <scplanning@wsdot.wa.gov>; Yakama Indian Nation (SEPA) - Elizabeth Sanchez <esanchez@yakama.com>; Yakama Indian Nation Environmental Review - Thalia Sachtleber <enviroreview@yakama.com>; SEPA Review - Washington Dept of Health <SEPA.reviewteam@doh.wa.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; BPA <almarshall@bpa.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; emcnagny@agr.wa.gov; nabr461@ecy.wa.gov; hugo.flores@dnr.wa.gov; deborah.johnson@doh.wa.gov; changt@wsdot.wa.gov; Dept. of Archaeology and Historic Preservation <greg.griffith@dahp.wa.gov>; peter.herzog@parks.wa.gov; eric.heinitz@doc.wa.gov; rsshultz@scc.wa.gov; john.lyle@bentoncleanair.org; Benton Clean Air - Rob Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air Authority - Robin Priddy <robin.priddy@bentoncleanair.org>; Brian Bell <Brian.Bell@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Steve Brown <Steve.Brown@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Dept. of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Unit <SEPAUNIT@ecy.wa.gov>; WA Dept of Ecology - Lori White <Lori.White@ecy.wa.gov>; WA State Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6 April 2021		
Subject:	Designation of an Associate Development Organization		
Presenters:	Adam J. Fyall		
Prepared By:	AJF		
Reviewed By:	AJF		
PA Review, Approval to Form:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution	
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance	
		<input type="checkbox"/> Execute Contracts	

Summary & Background

Every two years, counties in Washington designate an official "Associate Development Organization" (ADO). These are non-profit organizations that are the primary economic development partner for the county. The designation is registered with the Washington Department of Commerce and Commerce works closely with the ADO on various matters, notably recently with CARES Act funds that were channeled from the State through the ADOs. The ADO also gets some annual funding of its own through Commerce. ADOs are discussed at length in the attached paperwork from Commerce. ADOs are reaffirmed each biennium, and the time is again upon us to designate our ADO.

The Tri-Cities Development Council (TRIDEC) has been Benton County's ADO for many years. It has been a good relationship, one made even stronger during the pandemic as the County and TRIDEC worked closely on the development and implementation of the CARES Act Community Support Program grants. Moreover, no other organization has presented interest or credentials to support consideration of a change in this regard. TRIDEC has confirmed their desire to remain the ADO for Benton County.

Attached is a resolution confirming the designation of TRIDEC as the ADO for the 2021-2023 biennium, and also the requisite form to be signed by the Chairman and returned to Commerce.

Fiscal Impact

There is no fiscal impact to Benton County.

TRIDEC has been the ADO for both Benton and Franklin Counties for many years, and as such does receive some remittances from the State as financial support for being the ADO. Here is some recent history (current biennium not yet available):

2017-2019 Biennium:

	FY 18	FY19	Total
Benton County	\$ 84,847	\$ 84,847	\$ 169,694
Franklin County	\$ 47,936	\$ 47,936	\$ 95,872
Total Commerce Award	\$ 132,783	\$ 132,783	\$ 265,566

2015-2017 Biennium:

	FY 16	FY17	Total
Benton County	\$ 86,339	\$ 86,339	\$ 172,678
Franklin County	\$ 49,428	\$ 49,428	\$ 98,856
Total Commerce Award	\$ 135,767	\$ 135,767	\$ 271,534

2013-2015 Biennium:

	FY14	FY15	Total Funds
Benton County	\$ 91,850	\$ 91,849	\$ 183,699
Franklin County	\$ 52,583	\$ 52,583	\$ 105,166
Total Commerce Award	\$ 144,433	\$ 144,432	\$ 288,865

2011-2013 Biennium:

	FY12	FY13	Total Funds
Benton County	\$ 94,690	\$ 94,690	\$ 189,380
Franklin County	\$ 54,210	\$ 54,209	\$ 108,419
Total Commerce Award	\$ 148,900	\$ 148,899	\$ 297,799

Attachments

Letter of notice from Commerce, ADO background paper, and ADO Certification/Designation Form.

Recommendation

Staff recommends continuing with TRIDEC as Benton County's ADO for the 2021-2023 biennium.

Motion

"I move to approve the resolution designating the Tri-Cities Development Council as Benton County's official Associate Development Organization for the 2021-2023 biennium.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE DESIGNATION OF THE
TRI-CITIES DEVELOPMENT COUNCIL ("TRIDEC") AS BENTON COUNTY'S
"ASSOCIATE DEVELOPMENT ORGANIZATION" FOR THE 2021-2023 BIENNIUM**

WHEREAS, for each biennium, the Washington Department of Commerce contracts with an organization in each county to address and promote issues of economic and community development at the local level such as tourism, small business growth, infrastructure development, and other matters; and,

WHEREAS, such organizations are known as "Associate Development Organizations" (ADOs) and must be designated and affirmed by each county government; and,

WHEREAS, the Tri-Cities Development Council is currently the ADO for Benton County and has been for many years, has been a high performer in this capacity, and has built excellent relationships with the County, with the State, and throughout the community; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Commissioners designates the Tri-Cities Development Council as the "Associate Development Organization" for Benton County for the 2021-2023 biennium, to coordinate economic development services for the County by contract with the Washington Department of Commerce, consistent with statutory requirements detailed in RCW 43.330.080. To this end, the Chairman of the Board is hereby directed to sign the "Associate Development Organization Certification/Designation Form" that has been provided by the Department of Commerce.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

cc: Auditor, Prosecutor (Godinez), Sustainable Development, Commissioners
Tri-Cities Development Council, Washington Department of Commerce

Prepared by: AJ Fyall



Associate Development Organization Certification/Designation Form
(For use by County officials)

affirms/ designates the

(Name of County)

(Name of ADO)

as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Commerce. Consistent with statutory requirements:

- 1. [] The prospective ADO is a non-profit organization.

OR

- [] A public entity that has formed an authority or committee with full operating authority to carry out the duties of the ADO. It is important to recognize that this group would have its own authority and budget, not just the power to recommend actions/plans/expenses.

- 2. Economic development is the primary mission of the prospective ADO, and not just a secondary activity. This can be demonstrated with a written mission statement in a brochure, web-page, newsletter, etc. It may also be documented in the organization's by-laws.

- 3. For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.

- 4. This organization has/will have the capacity during the period under contract with Commerce to carryout work activities as detailed in RCW 43.330.080

This designation is effective on the date signed below, and shall remain in effect for the 2021-2023 biennium (07/01/2021-06/30/2023). Please provide documentation of the County executive or governing body's action designating the above-identified organization as the ADO.

Signature

Print Name

Title

Date

PLEASE SUBMIT THIS FORM AND DOCUMENTATION TO:

Diana Divens, ADO Contracts Coordinator at: [] diana.divens@commerce.wa.gov
Office of Economic Development and Competitiveness
Washington State Department of Commerce
Post Office Box 42525
Olympia, WA 98504-2525
360-725-4187



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

RECEIVED

MAR 22 2021

BENTON COUNTY
COMMISSIONERS

Admin
A Fyall

March 11, 2021

The Honorable Jerome Delvin, Chairman
Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

Dear Commissioner Delvin:

Every two years, the Department of Commerce begins the process of contracting with Associate Development Organizations (ADOs) by sending a letter to the Board of County Commissioners or County Executive in each county requesting designation of an ADO.

Commerce is directed by RCW 43.330.080 to contract with county-designated ADOs to increase the support for and coordination of community and economic development services in communities or regional areas.

As part of the contracting process, please complete the enclosed ADO Certification/Designation Form for the 2021-2023 Biennium, returning to Commerce by April 15, 2021. Your county can choose to re-designate the current ADO or make a new designation. Please see the enclosed Eligibility and Designation Guidelines.

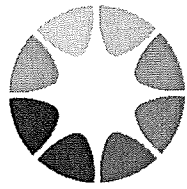
Thank you for your consideration in helping to move the contracting process forward in a quick manner. I look forward to working with our ADO partners during the next biennium.

Sincerely,

Chris Green
Assistant Director

Enclosures

cc w/enclosures: Tri-City Development Council (TRIDEC)



Washington State
Department of
Commerce

Associate Development Organizations

**Eligibility & Designation
Guidelines
March 2021**

Overview

Washington's Department of Commerce (Commerce) maintains a contracted partnership with 35 Associate Development Organizations (ADOs), serving 39 counties, through both technical assistance and funding for local economic development activities. Each county in the state has designated an organization as their ADO to partner with Commerce and serve as the lead on local economic development activities in their county.

This guide is provided to assist county leaders in the process of designating the most effective organization to serve as the ADO for their county. The criteria that Commerce uses to approve and negotiate a contract with a county-designated ADO is also covered.

The origins of ADOs date back to Governor Booth Gardner's Team Washington strategy that was initiated in 1985 to develop public-private, and state-local partnerships across the state. At first the Local Economic Development Assistance Program (LEDA) provided administrative grants to 33 ADOs that served the state's 39 counties. ADOs were to become the principal contact for the department and all county economic development elements (chambers, towns, ports, businesses, etc.) would coordinate their efforts through their local ADO.

Expectations of ADOs

The broad role of an Associate Development Organization is that of advocacy and leadership, serving as the point of contact for local economic activities, recruiting/hosting new businesses, and coordinating business retention and expansion efforts within its service area. The ADO serves as the principal contact for Commerce regarding economic activity in their area. ADOs help Commerce gather data about community profiles, industrial sites, plans for business development and retention, reports on business activities, and proposals for other economic activities in their service areas.

ADOs are described in more detail in RCW 43.330.080, and a copy of that code is provided in the reference section of this guide.

Specific expectations of the ADO, as assessed by Commerce for contracting purposes include:

- 1) Partner with Commerce: The designated ADO organizations shall partner with Commerce as the lead local economic development organization in their service area to deliver economic development services at the local level. Through a contracted partnership, Commerce determines the scope of services delivered under the ADO grant/contract in collaboration with the ADO. The ADO works closely with Commerce to develop and carry out strategies and show potential for long-term sustainable growth.
- 2) Contracting Organizations (ADOs) in each Community or Regional Area Must Be "broadly representative of community and economic interests... capable of identifying key problems... and mobilizing broad support for recommended initiatives."

The code lists key players as:

- local governments
- chambers of commerce
- workforce development councils
- port districts
- labor groups
- institutions of higher education
- community action programs
- other appropriate private, public, or nonprofit community and economic development groups.

- 3) Best Practice Sharing: ADOs must meet and share best practices with other ADOs at least two times a year.
- 4) Resources and Services Provided to Local Businesses: ADOs shall provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- 5) Regional Planning: Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies including cluster-based strategies.
- 6) Reports to Commerce: ADOs report quarterly on activity outcomes; i.e., Business Retention and Expansion assistance; Business Recruitment, Entrepreneurial Business Start-ups, etc. They also provide information on how they coordinate and collaborate with other organizations and jurisdictions in their counties, as well as other significant accomplishments. Timelines for reporting are in each grant/contract.
- 7) Formal designation by County: The County's Board of Commissioners must formally designate an organization to serve as its ADO, providing Commerce with a signed statement of designation along with a certification of eligibility.

References

RCW 43.330.080

Coordination of community and economic development services — Contracts with county-designated associate development organizations — Scope of services — Business services training.

(1)(a) The department must contract with county-designated associate development organizations to increase the support for and coordination of community and economic development services in communities or regional areas. The contracting organizations in each community or regional area must:

- (i) Be broadly representative of community and economic interests;
 - (ii) Be capable of identifying key economic and community development problems, developing appropriate solutions, and mobilizing broad support for recommended initiatives;
 - (iii) Work closely with the department to carry out state-identified economic development priorities;
 - (iv) Work with and include local governments, local chambers of commerce, workforce development councils, port districts, labor groups, institutions of higher education, community action programs, and other appropriate private, public, or nonprofit community and economic development groups; and
 - (v) Meet and share best practices with other associate development organizations at least two times each year.
- (b) The scope of services delivered under the contracts required in (a) of this subsection must include two broad areas of work:
- (i) Direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062, and includes:
 - (A) Working with the appropriate partners throughout the county including, but not limited to, local governments, workforce development councils, port districts, community and technical colleges and higher education institutions, export assistance providers, impact Washington, the Washington state quality award council, small business assistance programs, innovation partnership zones, and other federal, state, and local programs to facilitate the alignment of planning efforts and the seamless delivery of business support services within the entire county;
 - (B) Providing information on state and local permitting processes, tax issues, export assistance, and other essential information for operating, expanding, or locating a business in Washington;
 - (C) Marketing Washington and local areas as excellent locations to expand or relocate a business and positioning Washington as a globally competitive place to grow business, which may include developing and executing regional plans to attract companies from out of state;
 - (D) Working with businesses on site location and selection assistance;
 - (E) Providing business retention and expansion services throughout the county. Such services must include, but are not limited to, business outreach and monitoring efforts to identify and address challenges and opportunities faced by businesses, assistance to trade impacted businesses in applying for grants from the

federal trade adjustment assistance for firms program, and the provision of information to businesses on:

- (I) Resources available for microenterprise development;
- (II) Resources available on the revitalization of commercial districts; and
- (III) The opportunity to maintain jobs through shared work programs authorized under chapter 50.60 RCW;
- (F) Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington;
- (G) Providing or facilitating the provision of export assistance through workshops or one-on-one assistance; and
- (H) Using a web-based information system to track data on business recruitment, retention, expansion, and trade; and

(ii) Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment, and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:

- (A) Participating in regional planning efforts with workforce development councils involving coordinated strategies around workforce development and economic development policies and programs. Coordinated planning efforts must include, but not be limited to, assistance to industry clusters in the region;
- (B) Participating with the state board for community and technical colleges as created in RCW 28B.50.050, and any community and technical colleges in the coordination of the job skills training program and the customized training program within its region;
- (C) Collecting and reporting data as specified by the contract with the department for statewide systemic analysis. In cooperation with other local, regional, and state planning efforts, contracting organizations may provide insight into the needs of target industry clusters, business expansion plans, early detection of potential relocations or layoffs, training needs, and other appropriate economic information;
- (D) In conjunction with other governmental jurisdictions and institutions, participating in the development of a countywide economic development plan.

(2) The department must provide business services training to the contracting organizations, including but not limited to:

- (a) Training in the fundamentals of export assistance and the services available from private and public export assistance providers in the state; and
- (b) Training in the provision of business retention and expansion services as required by subsection (1)(b)(i)(E) of this section.

[2014 c 112 § 111; 2012 c 195 § 1; 2011 c 286 § 2; 2009 c 151 § 10; 2007 c 249 § 2; 1997 c 60 § 1; 1993 c 280 § 11.]

Notes:

Findings -- Intent -- 2007 c 249: "The legislature finds that economic development success requires coordinated state and local efforts. The legislature further finds that economic development happens at the local level. County-designated associate development organizations serve as a networking tool and resource hub for business retention, expansion, and relocation in Washington. Economic development success requires an adequately funded and coordinated state effort and an adequately funded and coordinated local effort. The legislature intends to bolster the partnership between state and local economic development efforts, provide increased funding for local economic development services, and increase local economic development service effectiveness, efficiency, and outcomes." [2007 c 249 § 1.]

RCW 43.330.082

Contracting associate development organizations — Performance measures and summary of best practices — Remediation plans — Report

1)(a) Contracting associate development organizations must provide the department with measures of their performance and a summary of best practices shared and implemented by the contracting organizations. Annual reports must include the following information to show the contracting organization's impact on employment and overall changes in employment: Current employment and economic information for the community or regional area produced by the employment security department; the net change from the previous year's employment and economic information using data produced by the employment security department; other relevant information on the community or regional area; the amount of funds received by the contracting organization through its contract with the department; the amount of funds received by the contracting organization through all sources; and the contracting organization's impact on employment through all funding sources. Annual reports may include the impact of the contracting organization on wages, exports, tax revenue, small business creation, foreign direct investment, business relocations, expansions, terminations, and capital investment. Data must be input into a common web-based business information system managed by the department. Specific measures, data standards, and data definitions must be developed in the contracting process between the department and the contracting organization every two years. Except as provided in (b) of this subsection, performance measures should be consistent across regions to allow for statewide evaluation.

(b) In addition to the measures required in (a) of this subsection, contracting associate development organizations in counties with a population greater than one million five hundred thousand persons must include the following measures in reports to the department:

(i) The number of small businesses that received retention and expansion services, and the outcome of those services;

(ii) The number of businesses located outside of the boundaries of the largest city within the contracting associate development organization's region that received recruitment, retention, and expansion services, and the outcome of those services.

(2)(a) The department and contracting associate development organizations must agree upon specific target levels for the performance measures in subsection (1) of this section. Comparison of agreed thresholds and actual performance must occur annually.

(b) Contracting organizations that fail to achieve the agreed performance targets in more than one-half of the agreed measures must develop remediation plans to address performance gaps. The remediation plans

must include revised performance thresholds specifically chosen to provide evidence of progress in making the identified service changes.

(c) Contracts and state funding must be terminated for one year for organizations that fail to achieve the agreed upon progress toward improved performance defined under (b) of this subsection. During the year in which termination for nonperformance is in effect, organizations must review alternative delivery strategies to include reorganization of the contracting organization, merging of previous efforts with existing regional partners, and other specific steps toward improved performance. At the end of the period of termination, the department may contract with the associate development organization or its successor as it deems appropriate.

(3) The department must submit a final report to the legislature by December 31st of each even-numbered year on the performance results of the contracts with associate development organizations.

[2014 c 112 § 112; 2012 c 195 § 2; 2011 c 286 § 3; 2009 c 518 § 15; 2007 c 249 § 3.]

Notes:

Findings -- Intent -- 2007 c 249: See note following RCW 43.330.080.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	04/6/21	
Subject:	Bid Call – Official County Newspaper	
Presenter:	Matt Rasmussen, Deputy County Administrator	
Prepared By:	M Flores	
Reviewed By:	C McKenzie	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> N/A	
Type of Agenda Item:	Type of Action Needed:	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input checked="" type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Discussion Only (2 nd) <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

This is the bid opening for the official county newspaper. Pursuant to RCW 36.72.075, the County shall seek bids annually for services for the official county newspaper. The Clerk to the Board in the Commissioners' Office is required to publish notice and notify local publications. At the time of the meeting, the Commissioners shall open any bids received and review for selection.

Fiscal Impact

NA

Recommendation

Commissioners should open and review bids directing staff to review bids in detail and bring back a contract at a later date.

Suggested Motion

Narrative for Newspaper Bid – April 6, 2021

Pursuant to RCW 36.72.075, annually the County is required to go out to bid to contract for a legal newspaper for the coming year. The Clerk of the Board is required to advertise, at least five weeks before the meeting. The Notice of Bid Call for the Official Newspaper was advertised in the current legal newspaper, the Prosser Record Bulletin, on Wednesday, February 24, 2021.

In addition to advertising, the Commissioners' Office provided notice (via email) to both known newspapers in Benton County – the Tri-City Herald and the Prosser Record Bulletin as well as posted the notice on the county's website and bulletin boards.

Any bids would have been sent to and received by the Board of County Commissioners.

Jerome Delvin, *District 1*
Shon Small, *District 2*
Will McKay, *District 3*



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

NOTICE OF BID CALL FOR OFFICIAL COUNTY NEWSPAPER

The Board of Benton County Commissioners is seeking bids for services as the official county newspaper of Benton County for the year beginning July 1, 2021 through June 30, 2022.

Bids will be received by the Board until 9:00 am on April 5, 2021, and not thereafter, and will be opened during the Board meeting of April 6, 2021 @ 9 am.

Bids must be submitted in a sealed envelope, bear a return address, clearly state "**Official County Newspaper Bid**," and be addressed as follows:

**Clerk of the Board
Benton County Commissioners
PO Box 190
Prosser, WA 99350**

Legal notices advertised in the official county newspaper shall be set single column in six point solid type. Bids must be submitted on a column-inch basis and must state the rate per column-inch for printing first insertions and for all subsequent insertions.

Bidders must also submit the following information:

1. Must meet the qualifications of RCW 65.16.020.
2. Copy of order of Benton County Superior Court approving newspaper as legal newspaper. (RCW 65.16.040)
3. Copy of national advertising rate extended by the newspaper to all-general advertisers and advertising agencies in its published rate card. (RCW 65.16.091)
4. Copies of current circulation figures for Benton County including the following:
 - a. Subscriptions in Kennewick, Richland, West Richland and Finley area;

- b. Subscriptions in Benton City, Prosser and unincorporated areas other than Finley; and
- c. Other circulation in areas (a) and (b) above, including coin operated boxes.

The successful bidder for the correct and faithful performance of the contract shall post a performance bond of \$500.

The Board reserves the right to reject any or all bids, to waive informalities in the bidding, and to award the service based on a fair appraisal of the competitive values offered in accordance with RCW 36.72.075.

DATED at Prosser, Washington this 22nd day of February 2021.

Jerrod MacPherson
County Administrator
Benton County Commissioners' Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 6, 2021
Subject:	National County Government Month Proclamation
Presenter:	Jerome Delvin
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input 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 checked="" type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Each year since 1991 the Washington State Association of Counties and the National Association of Counties have encouraged counties across the country to elevate awareness of county responsibilities, programs, and services. This year, through the Washington State Association of Counties and the National Association of Counties, counties across the nation (including Benton County) will be demonstrating how "Counties Matter."

Fiscal Impact

N/A

Recommendation

Sign the attached resolution/proclamation, declaring April 2021 as National County Government Month.

Suggested Motion

I move to approve the proclamation and hereby declare April 2021 as National County Government Month in this county, and in so doing demonstrate how "Counties Matter" especially in supporting the health, wellbeing, and safety of our residents and businesses.

RESOLUTION

NATIONAL COUNTY GOVERNMENT MONTH PROCLAMATION – APRIL 2021

“COUNTIES MATTER”

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Benton County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Gary Moore, NACo is demonstrating how “Counties Matter,” especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Benton County believes in the importance of education, promotion, and awareness of county programs and services to our residents now more than ever; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, by the authority vested in them, do hereby proclaim April 2021 as National County Government Month in this county.

DATED this 6th day of April 2021.

Jerome Delvin, Chairman

Attest:

Shon Small, Chairman Pro Tem

.....
Clerk of the Board

Will McKay, Member