

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, January 31, 2017 Benton County Courthouse, Prosser, WA

To view items in detail, please
click on the highlighted area.

9:00 AM Call to Order
Approval of Minutes
❖ **January 24, 2017 Board Meeting**

Review Agenda

Consent Agenda

Auditor

a. Surplus of Personal Property

Commissioners

b. Allocation of Superior Court Salaries & Benefits & Costs of Information Technology Assessment; Rescinding Resolution 2016-244

c. 2017 Franklin County Flat Monthly Payments for Benton Franklin Juvenile Center Operations & Facilities Budget

d. Line Item Transfer, Fund No. 0153-101, Dept. 000

Facilities

e. Line Item Transfer, Fund No. 0305-101, Dept. 000

Fairgrounds

f. Payment to Cyrring Hot Productions for Website Hosting

Information Technologies

g. Amended Microsoft Enterprise Agreement Using Yammer Networking

h. Purchase of ArcGIS Licenses from Environmental Systems Research Institute for GIS Dept

Parks

i. Contract w/Richardson's Garage Doors for Replacement Door @ Horn Rapids Park

j. Contract w/Northwest Playground Equipment, Inc for Shelter Structure @ Two Rivers Park

Personnel

k. Compensation for Chief Deputy Assessor, Auditor, Clerk & Treasurer

l. Contract w/Pacific Microrem, Inc for Maintenance & Repair of X-Ray & Metal Detectors

Public Safety

m. Line Item Transfer, Fund No. 0148-101, Dept. 138

n. Line Item Transfer, Fund No. 0148-101, Dept. 138

Public Works

o. Line Item Transfer, Fund No. 0101-101, Dept. 500

p. 2017 Road Levy Certification

q. Agreement w/City of Grandview for Equipment Maintenance

- r. Payment to Rowand Machinery for Snow Removal Equipment Rental
- s. Authorization to Proceed to Bid for Crack Seal Project
- t. Contract w/Northwest Marine & Sport for Boat Repair & Maintenance

Sheriff

- u. Agreement w/Kennewick School District for Education Program
- v. Title Changes and Position Change for Jail Lieutenant, Patrol Captain & Corrections Officer
- w. Compensation for Appointed Non-Bargaining Positions; Rescinding Resolution 2014-702

Sustainable Development

- x. Deed of Right Regarding Properties Within Candy Mountain Preserve

Treasurer

- y. Cancelling Taxes Assessed Determined to be Uncollectible

Scheduled Business

Yakima Basin Integrated Plan Briefing ~ A Fyall

Hanford Communities Annual Report ~ A Fyall

Hanford Advisory Board ~ A Fyall

Rural County Capital Fund Disbursement Policy ~ A Fyall

Gang & Crime Prevention Initiative Presentation ~ S Faulconer

Mental Health Housing Program 2163 Funds ~ K Sullivan

WA State Parks & Recreation Commission - Boating Safety Program Application ~ Lt. Caughey

Unscheduled Visitors

Other Business

Executive Session

Roads Grievance Position ~ S Hallstrom

Corrections Grievance Position ~ S Hallstrom

4th Quarter Litigation Update ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, January 24, 2017, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Shon Small
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner Jerome Delvin (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; District Court Administrator Jacki Lahtinen; Public Services Administrator Fred Bowen; Clark Posey, Assistant Planning Manager; Jerrod MacPherson, Assistant Planning Manager; Human Services Manager Kyle Sullivan; Shela Berry, Human Services; Deputy Clerk Elaine Osborne; Ryan McClure and Jeff Liner, Road Department; IT Manager Teri Holmes; District Court Judge Dan Kathren.

Approval of Minutes

The Minutes of January 10, 2017 were approved.

Consent Agenda

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

Assessor

- a. Purchase Authorization of Office Chairs from Husk Office Supplies & Furniture

Auditor

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

Clerk

- c. Line Item Transfer, Fund No. 0146-101, Dept. 000

Commissioners

- d. Lobbying Agreement w/Gordon Thomas Honeywell Governmental Affairs
- e. Agreement w/Thomas Honeywell Governmental Affairs for Project Development Services
- f. Line Item Transfer, Fund No. 0153-101, Dept. 000

District Court

- g. Line Item Transfer, Fund No. 0000-101, Dept. 111

Facilities

- h. Award to Brutzmans Inc for the purchase of Office Furniture for the Tenant Improvement Project @ the Justice Center
- i. Contract w/Booth & Sons Construction, Inc for Tenant Improvement Project @ the Justice Center
- j. Line Item Transfer, Fund No. 0000-101, Dept. 110
- k. Notice to Lowest Responsible Bidder for Hazardous Materials Abatement Project for Old Engineering Building

Juvenile

- l. Contract w/SimplexGrinnell for Fire Alarm Inspection & Testing
- m. Contract w/Yoder Inc dba Coffeys Refrigeration for Kitchen Equipment Repair
- n. Contract w/Sierra Electric Inc for Electrical Repair
- o. Contract w/Western States CAT for Engine & Generator Maintenance & Repair
- p. Contract w/NCIC Inmate Communications for Facility Inmate Telephone Services
- q. Line Item Transfer, Fund No. 0115-101, Dept. 171
- r. Line Item Transfer, Fund No. 0115-101, Dept. 171 to 172
- s. Line Item Transfer, Fund No. 0000-101, Dept. 138

Office of Public Defense

- t. Agreement w/M Matkowski for Private Investigator Services

Parks

- u. Payment Authorization to Total Energy Management for HVAC Services @ Horn Rapids Park
- v. Line Item Transfer, Fund No. 0000-101, Dept. 126 to Dept. 110

Prosecuting Attorney

- w. Memorandum of Agreement w/Benton County Deputy Sheriff's Guild

Public Safety

- x. Line Item Transfer, Fund No. 0148-101, Dept. 138

Public Works

- y. Amendment No. 2 for Solid Waste Coordinated Prevention Grant w/Dept of Ecology
- z. Construction Plans for Sagebrush Road Safety Project
- aa. Construction Plans for Shuler Road Culvert Replacement
- bb. Acceptance of Work Performed by Solid Structures LLC for Storage Sheds
- cc. Transfer of Funds from Flood Control Fund (0103101) to the Road Fund (0101101)
- dd. Purchase of Tires & Services from Pasco Tire Factory
- ee. Purchase of Public Safety Communications Equipment from Advanced Paging & Communications
- ff. Authorization to Proceed to Bid for Purchase of Herbicides

Sheriff

- gg. 2016 Federal Equitable Sharing Agreement & Certification Report
- hh. Salary Request Statement
- ii. Purchase of Portable Communication Equipment from Motorola Solutions
- jj. Intergovernmental Agreement Modification w/US Marshals Service for Housing of Federal Detainees

Superior Court

- kk. Line Item Transfer, Fund 0000-101, Depts. 123 & 115

Sustainable Development

ll. Line Item Transfer, Fund No. 0135-101, Dept. 000
mm Letter of Support to EVITA for Electric Vehicle Charging Stations

Other Business

Shela Berry and Kyle Sullivan, Human Services presented an income waiver for the Veterans' Fund.

MOTION: Commissioner Small moved to approve the income waiver as presented for Jeremy Albers. Chairman Beaver seconded and upon vote, the motion carried.

The Board thanked the Road Department for their good work on clearing the County roads of snow and ice.

Claim for Damages

CC 2017-02: Received on January 18, 2017 from John Panther

Payroll

Check Date: 1/13/2017

Warrant #: 240280
Total all funds: \$2,567.71

Check Date: 1/17/2017

Payroll Draw Checks
Warrant #: 240277-240279
Direct Deposit #: 120926-121108
Total all funds: \$112,586.71

Payroll Draw Deductions/Transfers
Taxes #: 101170116
Total all funds: \$37,135.23

Payroll Deductions/Transfers
Taxes #: 101170117
Total all funds: \$61.20

Account Payables

Check Date: 1/10/2017

Procurement Cards: #0117
Total all funds: \$351,898.98

Check Date 1/13/2017

Transfers #01131701-01131710
Total all Funds: \$87,998.13

Warrants #151109-151232
Total all Funds: \$658,884.79

Transfers #01131711
Total all Funds: \$14,889.88

Warrants #151233-151272
Total all Funds: \$194,257.48

Check Date 1/20/2017

Transfers #01201701-01201705
Total all Funds: \$30,551.10

Warrants #15137-151468
Total all Funds: \$217,136.77

Transfers #01201706-01201707
Total all Funds: \$21,789.64

Warrants #151469-151524
Total all Funds: \$287,678.42

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

- 2017-042: Purchase Authorization of Office Chairs from Husk Office Supplies & Furniture
- 2017-043: Line Item Transfer, Fund No. 0111-101, Dept. 000
- 2017-044: Line Item Transfer, Fund No. 0146-101, Dept. 000
- 2017-045: Agreement w/Thomas Honeywell Governmental Affairs for Project Development Services
- 2017-046: Lobbying Agreement w/Gordon Thomas Honeywell Governmental Affairs
- 2017-047: Line Item Transfer, Fund No. 0153-101, Dept. 000

- 2017-048: Line Item Transfer, Fund No. 0000-101, Dept. 111
- 2017-049: Award to Brutzmans Inc for the purchase of Office Furniture for the Tenant Improvement Project @ the Justice Center
- 2017-050: Contract w/Booth & Sons Construction, Inc for Tenant Improvement Project @ the Justice Center
- 2017-051: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2017-052: Notice of Lowest Responsible Bidder for Hazardous Materials Abatement Project for Old Engineering Building
- 2017-053: Contract w/SimplexGrinnell for Fire Alarm Inspection & Testing
- 2017-054: Contract w/Yoder Inc dba Coffey Refrigeration for Kitchen Equipment Repair
- 2017-055: Contract w/Sierra Electric Inc for Electrical Repair
- 2017-056: Contract w/Western States CAT for Engine & Generator Maintenance & Repair
- 2017-057: Contract w/NCIC Inmate Communications for Facility Inmate Telephone Services
- 2017-058: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2017-059: Line Item Transfer, Fund No. 0115-101, Dept. 171 to 172
- 2017-060: Line Item Transfer, Fund No. 0000-101, Dept. 138
- 2017-061: Agreement w/M Matkowski for Private Investigator Services
- 2017-062: Payment Authorization to Total Energy Management for HVAC Services @ Horn Rapids Park
- 2017-063: Line Item Transfer, Fund No. 0000-101, Dept. 126 to Dept. 110
- 2017-064: Memorandum of Agreement w/Benton County Deputy Sheriff's Guild
- 2017-065: Line Item Transfer, Fund No. 0148-101, Dept. 138
- 2017-066: Amendment No. 2 for Solid Waste Coordinated Prevention Grant w/Dept of Ecology
- 2017-067: Construction Plans for Sagebrush Road Safety Project
- 2017-068: Construction Plans for Shuler Road Culvert Replacement
- 2017-069: Acceptance of Work Performed by Solid Structures LLC for Storage Sheds
- 2017-070: Transfer of Funds from Flood Control Fund (0103101) to the Road Fund (0101101)
- 2017-071: Purchase of Tires & Services from Pasco Tire Factory
- 2017-072: Purchase of Public Safety Communications Equipment from Advanced Paging & Communications
- 2017-073: Authorization to Proceed to Bid for Purchase of Herbicides
- 2017-074: 2016 Federal Equitable Sharing Agreement & Certification Report
- 2017-075: Purchase of Portable Communication Equipment from Motorola Solutions
- 2017-076: Intergovernmental Agreement Modification w/US Marshals Service for Housing of Federal Detainees
- 2017-077: Line Item Transfer, Fund 0000-101, Depts. 123 & 115
- 2017-078: Line Item Transfer, Fund No. 0135-101, Dept. 000

There being no further business before the Board, the meeting adjourned at approximately 9:04 a.m.

Clerk of the Board

Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	January 31, 2017	Execute Contract	___	Consent Agenda <u> x </u>
Subject:	Declaration of Surplus Property	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
By:	A. Coverdell	Pass Ordinance	___	1st Discussion <u> </u>
Reviewed By:	B. Chilton/V. Pettey	Pass Motion	___	2nd Discussion <u> </u>
		Other	___	Other <u> </u>

BACKGROUND INFORMATION

As outlined in Resolution 07-752, County departments request supply and equipment items be declared surplus and be disposed of.

SUMMARY

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager; and

WHEREAS, various departments have identified supply items and equipment which have become obsolete; and

WHEREAS, it is the recommendation of the Personal Property Manager that the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete property; **NOW, THEREFORE**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be held for online auction, the next surplus sale, disposed of as waste, or recycled depending on final condition assessment.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

ATTACHMENT A

18750	Viper Floor Buffer Model VN1715 / Serial # VN1715-04559	Scrap / Parts	1/4/2017	Corrections
05507	Floor Buffer Model 88400-026	Junked/Disposed	1/4/2017	Corrections
03407	Floor Buffer Model 88400-026	Junked/Disposed	1/4/2017	Corrections

Refrigerator (animal control) ceased functioning/disposed
 Snow blower (juvenile) – traded-in to Farmers Exchange 12/15/16

Battery charger (Sheriff Booking) WPLN4121BR/disposed non-working

Type	Tag	Serial Number	Make	Description
laptop	17722	6KYRPJ1	Dell	Latitude E6500 Duo/2930
laptop	16409	8Q8HKC1	Dell	Latitude D820 T5500/1660
laptop	16946	1BHTLF1	Dell	Latitude D830 Duo/2000
laptop	16954	8QPZMF1	Dell	Latitude D830 Duo/2000
laptop	16955	2QPZMF1	Dell	Latitude D830 Duo/2000
laptop	14953	DFQX3990ZA	Panasonic	Toughbook CF-28
laptop	16504	DFQX3993XA	Panasonic	Toughbook CF-74
laptop	16510	DFQX3993XB	Panasonic	Toughbook CF-30
monitor	17786	CN-OD307J-74445-954-B2TS	Dell	1908FP 19" LCD
monitor	16052	CN-OJ6642-71618-57S-ACPH	Dell	1704FPV 17" LCD
monitor	18103	CN-O9M62C-74261-083-5CCL	Dell	P190SB 19" LCD
monitor	17068	CN-OCC388-71618-7C2-AHEP	Dell	1907FPV 19" LCD
monitor	17701	CN-OD319J-74261-929-3PLL	Dell	1908FP 19" LCD
monitor	18541	CN-O8JCGH-74445-138-BZLL	Dell	Pro1911 19" LCD
monitor	18548	CN-O8JCGH-74445-141-AP7L	Dell	Pro1911 19" LCD
monitor	18629	CN-O8JCGH-74445-13T-DHBL	Dell	Pro P1911 19" LCD
monitor	16490	CN-OCC280-71618-6CL-ACPD CN-OCC280-71618-6CM-	Dell	1707FP 17" LCD
monitor	16465	AAYW	Dell	1707FP 17" LCD
monitor	17717	CN-OC553H-74445-928-AAPP	Dell	1907FPV 19" LCD
net	13765	SSG01300143	HP	ProCurve 4000M Switch
pc	16498	GNFVMC1	Dell	OptiPlex 745 DT PentD/1860
pc	19057	9L2Z5V1	Dell	OptiPlex 990MT i5/2400
pc	19060	9L1Z5V1	Dell	OptiPlex 990MT i5/2400
pc	16942	9L6KJF1	Dell	OptiPlex 740 SFF AthlonX2/2800
pc	18072	HLTTMM1	Dell	OptiPlex 780 SFF Duo/2930
pc	18539	HDPKHQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18542	J3HLHQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18630	F6QRXQ1	Dell	OptiPlex 790 SFF i3/3100

pc	18707	GH2X1R1	Dell	OptiPlex 790 SFF i3/3100
pc	18928	1N84KS1	Dell	OptiPlex 790 SFF i3/3300
pc	16860	C861KF1	Dell	OptiPlex 740 SFF AthlonX2/2800
pc	18389	8F46PN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18395	8F67PN1	Dell	OptiPlex 780 SFF Duo/2930
pc	19308	DRRXWV1	Dell	OptiPlex 990 SFF i5/2500
pc	18411	HDWGPN1	Dell	OptiPlex 780 SFF Duo/2930
pc	17714	426KPJ1	Dell	OptiPlex 760 Duo/3000
printer	18323	CNCCBC10TL	HP	LaserJet CP3525dn
printer	18323A	CNCCBC10TL	HP	LaserJet CP3525dn
printer	14777	CNCV128061	HP	LaserJet 1200
printer	15420	SJPBFG16117	HP	LaserJet 2300dn
printer	15690	CNB1B01112	HP	LaserJet 1160
printer	15691	CNB1B01126	HP	LaserJet 1160
printer	16348	CNL1F52366	HP	LaserJet 1160
printer	18779	CN19I447KV	HP	OfficeJet 6500A
printer	18939	CN1CJ343J1	HP	OfficeJet 6500A AIO
printer	19045	CN24B29188	HP	OfficeJet 6600 H711a
printer	12110		HP	DJ960c
printer	14812	SCNC3051366	HP	LaserJet 1200
printer	17639	JPDF217205	HP	LaserJet P4015dn
printer	17860	CNT1P00231	HP	LaserJet P3005X
printer	17178	JP8LB42664	HP	Color LaserJet 4700dn
printer	17977	VND3G65522	HP	LaserJet P1505
printer	17176	JPRL84P0FK	HP	LaserJet 9040n
printer	18938	VNB3R02618	HP	LaserJet P3015dn
printer	18889			
printer	708			
scanner	17791		509752 Fujitsu	fi-5110C

Type	Tag	Description	Status
Computer	16520	HP 4600	Surplus
Computer	17273	HP 4600	Surplus
Computer	18350	HP Z210	Surplus
Computer	18344	HP Z210	Surplus
Computer	18346	HP Z210	Surplus
Computer	18348	HP Z210	Surplus
Computer	17265	HP 7500	Surplus
Computer	17267	HP 7500	Surplus
Computer	17268	HP 7500	Surplus
Computer	17266	HP 7500	Surplus
Computer	17269	HP 7500	Surplus
Monitor	NA	View Sonic VG710	Surplus
Monitor	NA	View Sonic VG710	Surplus
Monitor	NA	View Sonic VG710	Surplus

Monitor	NA	View Sonic VG710	Surplus
Monitor	NA	View Sonic VG930	Surplus
Monitor	NA	View Sonic VG930	Surplus
Monitor	NA	View Sonic VG930	Surplus
Monitor	NA	View Sonic VG930 Dual	Surplus
Monitor	NA	View Sonic VG930 Dual	Surplus
Monitor	NA	View Sonic VG930 Dual	Surplus
Monitor	NA	View Sonic VG930 Dual	Surplus
Monitor	NA	View Sonic VG932	Surplus
Monitor	NA	View Sonic VG932	Surplus
Monitor	17276	?	Surplus
Monitor	17271	?	Surplus

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION 2017-11

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

APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF SUPERIOR COURT SALARIES AND BENEFITS AND THE COSTS OF INFORMATION TECHNOLOGY ASSESSMENTS; AND RESCINDING BENTON COUNTY RESOLUTION 2016-244 AND RESCINDING FRANKLIN COUNTY RESOLUTION 2016-126

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

WHEREAS, the Boards of Commissioners for Benton and Franklin County have previously entered into a Memorandum of Understanding for Superior Court salaries and benefits and costs of information technology portable electronic devices via Benton County Resolution 2016-244 and Franklin County Resolution 2016-126; and

WHEREAS, both Boards of Commissioners for Benton and Franklin County desire to update the Memorandum of Understanding to fairly allocate information technology (“IT”) assessments and remove language referring to portable electronic devices as that expense will be reflected in the IT assessments to be paid by Benton and Franklin Superior Court;

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Superior Court salaries, benefits and certain other assessments; and

BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Superior Court salaries, benefits, and certain other assessments; and

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding shall be effective as of January 1, 2017, and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding; and

BE IT FURTHER RESOLVED, that the Memorandum of Understanding approved by Benton County Resolution 2016-244 and Franklin County Resolution 2016-126 shall be deemed terminated on December 31, 2016 and those resolutions shall be deemed rescinded effective on the same date.

Dated this day of, of, 2017
BENTON COUNTY BOARD OF COMMISSIONERS

Dated this .. 11 ... day of JANUARY .., 2017
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board



Chairman of the Board

Chairman Pro Tem



Chairman Pro Tem

Member



Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:

ATTEST:

Clerk of the Board



Clerk of the Board

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE
BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES
REGARDING SUPERIOR COURT SALARIES, BENEFITS AND CERTAIN
OTHER ASSESSMENTS**

WHEREAS, the Boards of Benton and Franklin County have previously entered into a Memorandum of Understanding for Superior Court Salaries and Benefits via Benton County Resolution 2016-244 and Franklin County Resolution 2016-126; and

WHEREAS, the Boards of Commissioners for Benton and Franklin County updated their Memorandum of Understanding in March of 2016 to fairly allocate employer contributions to employees' Health Reimbursement Arrangement (HRA) accounts with the Voluntary Employer Beneficiary Association (VEBA), to allocate between the two counties the costs of necessary portable electronic devices used by Superior Court, and to implement an administrative fee to address the indirect costs of Superior Court; and

WHEREAS, the Boards of Commissioners have determined it appropriate to share the cost of the IT assessment reflected in Benton County's budget for Superior Court as well as salaries, benefits and certain other assessments, and that because portable electronic device expenses are paid pursuant to the IT assessment, the cost of such devices no longer needs to be expressly identified in their Memorandum of Understanding; and

WHEREAS, both Boards of Commissioners for Benton and Franklin counties mutually agree on the proportionate funding formula for salaries and benefits of the Superior Court Judges, Superior Court Commissioners, Judge Pro-Tempore, Court Administrator, Court Reporters, Bailiffs, temporary help, and other Court Administration staff, as well as certain other costs of the Court; and

IT IS THEREFORE HEREBY MUTUALLY AGREED by all parties that no later than January 31st of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formula:

The Superior Court Judges', Superior Court Commissioners', Judge Pro-Tempore, Court Administrator's, Court Reporters', Bailiffs', temporary help, and other Court Administration staff salaries and all benefits (including VEBA, accumulated leave and worker's compensation costs), as well as insurance/risk management and IT administration assessments, as may from time to time be agreed upon by the Counties, shall be split between Benton County and Franklin County in a 72.71% to 27.29% ratio for 2017, and for future years shall be based upon the ratio of Civil and Criminal actions commenced in Superior Court in each County during the calendar year two years prior to the year for which the budget is being established (for example, 2016 filings would be used for the 2018 budget), as published in the annual *Caseloads of the Courts of Washington* prepared by the Office of the Administrator for the Courts.

The definition of Civil and Criminal actions shall be any actions filed in Superior Court which are presently defined as civil, criminal, domestic, probate/guardianship, adoption/paternity, and mental illness/alcohol and any other case types as may from

time to time be redefined and included in the *Caseloads of the Courts of Washington*, except Juvenile Offender, Juvenile Dependency, Truancy, or other Juvenile related case types as may from time to time be redefined and included in the *Caseloads of the Courts of Washington* shall not be considered.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a five percent (5.0%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall be deemed effective on January 1, 2017, and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30th. Any written notice received after June 30th in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

IT IS FURTHER MUTUALLY AGREED that the Memorandum of Understanding approved by Benton County Resolution 2016-244 and Franklin County Resolution 2016-126 shall be deemed to have terminated on December 31, 2016, and those resolutions shall be deemed rescinded effective on the same date.

Dated this day of, 2017
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

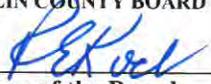
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

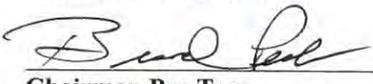
ATTEST:

Clerk of the Board

Dated this 11 day of JANUARY, 2017
FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem



Member

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:



Clerk of the Board

JOINT RESOLUTION

2016 244

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2016 126

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

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF SUPERIOR COURT SALARIES AND BENEFITS AND THE COSTS OF INFORMATION TECHNOLOGY PORTABLE ELECTRONIC DEVICES; AND RESCINDING BENTON COUNTY RESOLUTION 2012-438 AND RESCINDING FRANKLIN COUNTY RESOLUTION 2012-362

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

WHEREAS, the Boards of Benton and Franklin County have previously entered into a Memorandum of Understanding for Superior Court Salaries and Benefits via Benton County Resolution 2012-438 and Franklin County Resolution 2012-362; and

WHEREAS, both Boards of County Commissioners desire to update the Memorandum of Understanding to fairly allocate employer contributions for Voluntary Employee Beneficiary Association costs and to allocate the costs of necessary portable electronic devices used by Superior Court; **NOW THEREFORE**,

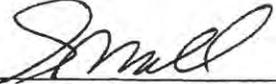
BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Superior Court Salaries and Benefits; and

BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Superior Court Salaries and Benefits; and

BE IT FURTHER RESOLVED, that the attached Memorandum of Understanding shall be effective as of April 1, 2016 and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding; and

BE IT FURTHER RESOLVED that the Memorandum of Understanding approved by Benton County Resolution 2012-438 and Franklin County Resolution 2012-362 shall terminate on March 31, 2016 and the resolution shall be rescinded effective on the same date.

Dated this 29 day of MARCH, 2016
BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board

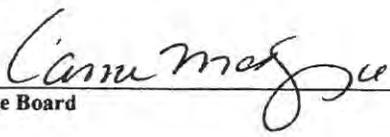


Chairman Pro Tem



Member

Constituting the Board of County
Commissioners of Benton County,
Washington

ATTEST:


Clerk of the Board

Dated this 23 day of MARCH, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board

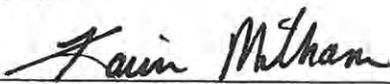


Chairman Pro Tem

ABSENT

Member

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:


Clerk of the Board

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE
BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES
REGARDING SUPERIOR COURT SALARIES AND BENEFITS AND
PORTABLE ELECTRONIC DEVICES**

WHEREAS, the Boards of Benton and Franklin County have previously entered into a Memorandum of Understanding for Superior Court Salaries and Benefits via Benton County Resolution 2012-438 and Franklin County Resolution 2012-362; and

WHEREAS, both Boards of County Commissioners desire to update the Memorandum of Understanding to fairly allocate employer contributions to employees' Health Reimbursement Arrangement (HRA) accounts with the Voluntary Employer Beneficiary Association (VEBA), to allocate between the two counties the costs of necessary portable electronic devices used by Superior Court, and to implement an administrative fee to address the indirect costs of Superior Court; and

WHEREAS, both Boards of County Commissioners mutually agree on the proportionate funding formula for salaries and benefits of the Superior Court Judges, Superior Court Commissioners, Judge Pro-Tempore, Court Administrator, Court Reporters, Bailiffs, temporary help, and other Court Administration staff and the costs of portable electronic devices (e.g., Ipads, Laptops, Cell/Smart Phones, etc.); and

IT IS HEREBY MUTUALLY AGREED by all parties that no later than January 31st of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formulas:

1. The Superior Court Judges', Superior Court Commissioners', Judge Pro-Tempore Court Administrator's, Court Reporters', Bailiffs', temporary help, and other Court Administration staff, salaries and all benefits (including VEBA, accumulated leave, insurance management, and risk management), as may from time to time be agreed upon by the Counties, shall be split between Benton County and Franklin County in a 71.75% to 28.25% ratio for 2016 and for future years shall be based upon the ratio of Civil and Criminal actions commenced in Superior Court in each County during the calendar year two years prior to the year for which the budget is being established (for example, 2015 filings would be used for the 2017 budget), as published in the annual *Caseloads of the Courts of Washington* prepared by the Office of the Administrator for the Courts.

The definition of Civil and Criminal actions shall be any actions filed in Superior Court which are presently defined as civil, criminal, domestic, probate/guardianship, adoption/paternity, and mental illness/alcohol and any other case types as may from time to time be redefined and included in the *Caseloads of the Courts of Washington*, except Juvenile Offender, Juvenile Dependency, Truancy, or other Juvenile related case types as may from time to time be redefined and included in the *Caseloads of the Courts of Washington* shall not be considered.

2. The acquisition and recurring costs of portable electronic devices used by Superior Court shall be split between Benton County and Franklin County using the same ratios as set forth above paragraphs.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a five percent (5.0%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall commence on April 1, 2016 and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30th. Any written notice received after June 30th in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

IT IS FURTHER MUTUALLY AGREED that the Memorandum of Understanding approved by Benton County Resolution 2012-438 and Franklin County Resolution 2012-362 shall terminate on March 31, 2016 and the resolution shall be rescinded effective on the same date.

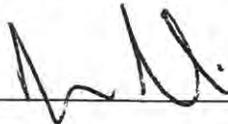
Dated this 27 day of MARCH, 2016
BENTON COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



Chairman Pro Tem



Member

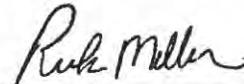
Constituting the Board of County
Commissioners of Benton County,
Washington

ATTEST:

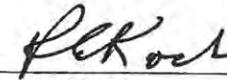


Clerk of the Board

Dated this 28 day of MARCH 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS



Chairman of the Board



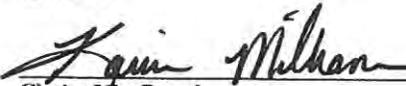
Chairman Pro Tem

ABSENT

Member

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:



Clerk of the Board

Franklin County
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED: 1/6/17	PRESENTED BY: Keith Johnson, County Administrator
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda Suggested Date: 1/11/17	
SUBJECT / ISSUE: Joint Resolution with Benton County agreeing to payment schedule for Juvenile Justice Center operations and facilities.	
FISCAL IMPACT: No additional funding is requested as this agreement is anticipated in the 2017 budgets approved by both counties. This agreement only commits Franklin County to a certain payment schedule to ensure adequate cash flow for operations of the Juvenile Center. While the budget is based upon certain estimates, the final year-end accounting will result in charges or credits based upon actual expenditures for the year.	
ACTION(S) REQUESTED: Approve the Joint Resolution	
BACKGROUND: Both counties have previously agreed to the allocation of costs for the Juvenile Justice Center operations and facilities. This agreement stipulates that each county will contribute their portion in flat monthly installments so that the Juvenile Center has adequate cash flows for operations.	
COORDINATION: County Administration from both counties have worked with the financial staff at the Juvenile Justice Center to determine a process that meets both their needs and the budgetary requirements of the counties. This agreement documents the results of those discussions and analyses.	
RECOMMENDATION: County Administration from both Franklin and Benton Counties recommend approval of this agreement.	
HANDLING / ROUTING: Original to Benton County to be approved and signed. Copies to County Administration	
ATTACHMENTS: Resolution 2017-13	

I certify the above information is accurate and complete.



Keith Johnson

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION 2017-13

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

IN THE MATTER OF ADOPTING FRANKLIN COUNTY FLAT MONTHLY PAYMENTS FOR THE 2017 BENTON FRANKLIN JUVENILE CENTER OPERATIONS AND FACILITIES BUDGET

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2016-942 and Franklin County 2016-436 a Memorandum of Understanding regarding the allocation of Juvenile Center operations and facilities; and

WHEREAS, Joint Resolution Benton County 2016-942 and Franklin County 2016-436 established an administrative fee of 5% on Franklin County's allocation of the total 2017 Benton and Franklin Juvenile Center Budget; and

WHEREAS, the 2017 Benton and Franklin Juvenile Center Operations Budget was submitted in the amount of \$5,261,159. Based upon the ratio of each county's juvenile population averaged over five year periods per the Office of Financial Management data tables attached, Franklin County is now responsible for \$1,855,085 or 35.26% plus a 5% administrative fee of \$92,754, effective January 1, 2017; and

WHEREAS, the 2017 Benton and Franklin Juvenile Center Facility Budget was submitted in the amount of \$183,464. Based upon Joint Resolution Benton County 2016-942 and Franklin County 2016-436, Franklin County is now responsible for \$51,370 or 28% plus a 5% administrative fee of \$2,569, effective January 1, 2017; and

WHEREAS, the combined total for the 2017 Benton and Franklin Juvenile Center Operations and Facilities Budget is \$5,444,623, Franklin County is responsible for a total of \$1,906,455 plus a 5% administrative fee of \$95,323; and

WHEREAS, the 2017 Benton and Franklin Juvenile Center Contract-Fee for Services Budget was submitted in the amount of \$1,228,693. Franklin County is now responsible for a 5% administrative fee of \$21,662 on \$433,237 or 35.26%, based upon the ratio of each county's juvenile population averaged over five year periods per the Office of Financial Management data tables attached, effective January 1, 2017; and

WHEREAS, the 2017 Benton and Franklin Juvenile Center Grant-Reimbursement Budget was submitted in the amount of \$872,538. Franklin County is now responsible for a 5% administrative fee of \$15,383 on \$307,657 or 35.26%, based upon the ratio of each county's juvenile population averaged over five year periods per the Office of Financial Management data tables attached, effective January 1; and

WHEREAS, the combined total for the 2017 Benton and Franklin Juvenile Center Contract-Fee for Services and Grant-Reimbursement Budget is \$2,101,231, Franklin County is responsible for a 5% administrative fee of \$37,045 on 35.26% of the budget; **NOW THEREFORE**,

BE IT RESOLVED, to maintain adequate cash flow in the Juvenile Center Fund, starting January 2017, Franklin County will be responsible for a flat monthly payment in the amount of \$169,902 for the 2017 Benton and Franklin Juvenile Center Operations and Facilities Budget and 5% administrative fee; and

BE IT FURTHER RESOLVED, Franklin County shall submit a flat monthly payment to the Benton County Treasurer no later than January 30, 2017 for January and February and no later than 20 days of the date of each invoice thereafter (March payment due March 30th); and

BE IT FURTHER RESOLVED, no later than April 2018, the Franklin County Commissioners will receive a final 2017 invoice itemizing actual expenditures and any adjustments necessary based on actual expenditures.

Dated this day of, 2017

Dated this ..!!... day of **JANUARY**, 2017

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board



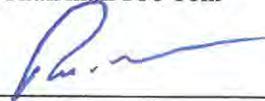
Chairman of the Board

Chairman Pro Tem



Chairman Pro Tem

Member



Member

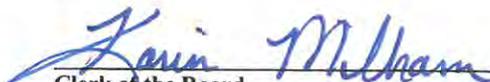
Constituting the Board of County
Commissioners of Benton County,
Washington

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:

ATTEST:

Clerk of the Board



Clerk of the Board

Juvenile Center Calculation Per Joint Resolution BC 2016-942 and FC 2016-436

Source: [Juvenile Youth-At-Risk Population 10-17](#)
[Numbers 2011 through 2014 already established by prior resolutions](#)

	2017	2016	2015	2014	2013	2012	2011
Benton County			21,973	21,797	21,590	21,338	20,915
Franklin County			12,367	12,205	11,773	11,345	10,915
			<u>34,340</u>	<u>34,002</u>	<u>33,363</u>	<u>32,683</u>	<u>31,830</u>
Rolling Average Benton County			21,523				
Rolling Average Franklin County			<u>11,721</u>				
			<u>33,244</u>				
Benton County	64.74%						
Franklin County	35.26%						

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FUND NUMBER 0153101, DEPARTMENT NUMBER 000

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

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
518.810.	9401	IT Services (New and Budgeted)	\$100,100	518.810.	4805	Service/Maintenance Agreeeme	\$100,100
TOTAL			\$100,100	TOTAL			\$100,100

Explanation:

LIT for payment to Thomson Reuters (Manatron) for 1/1/2017 - 3/31/2017 Ascend Assmessment Administrative Support and one more additional quarterly payment.

Prepared by:

Date:

Approved Denied

Chairman

Date: _____

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CAPITAL PROJECTS FUND FUND NUMBER 0305-101, 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; and

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	\$17,000	594.120	6401	Capital Outlay	\$17,000
TOTAL			\$17,000	TOTAL			\$17,000

Explanation:

This is for the 2017-2018 Budget. Transfer is needed to for additional dividers for the new high-density storage at the Health Building.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

f. Payment to Cyrring Hot Productions for Website Hosting

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>1-31-17</u>	Execute Contract	_____
Subject:	Payment for Cyrring Hot	Pass Resolution	<u> x </u>
Prepared by:	J. Donley	Pass Ordinance	_____
Reviewed by:	P.Schut	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION / SUMMARY

Benton County entered into a contract with Cyrring Hot Productions for creation and hosting of a standalone website for the Benton County Fairgrounds via Resolution 2014-884 which expired December 31, 2016. An extension authorizing payment is needed to continue paying the annual domain name and web hosting fees.

RECOMMENDATION

Approve payment to Cyrring Hot Productions.

FISCAL IMPACT

To be paid from Fairgrounds Operating Fund 0124101

MOTION

Move to approve the requested payment

RESOLUTION

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO CYRRING HOT PRODUCTIONS
FOR WEBSITE HOSTING AND ANNUAL DOMAIN NAME FEES AT THE BENTON
COUNTY FAIRGROUNDS**

WHEREAS, the Benton County Fairgrounds entered into an agreement with Cyrring Hot Productions via resolution 2014-884 to build and host a standalone website per recommendation from the Fairgrounds Improvement Board; and

WHEREAS, the Benton County Fairgrounds would like to continue using the Cyrring Hot Productions for web hosting services; and

WHEREAS, a new resolution is needed authorizing payment to Cyrring Hot Productions for website hosting and annual domain name fees in an amount not to exceed \$132 annually; and

WHEREAS, the Benton County Fairgrounds Office Manager recommends authorizing payment for website hosting and annual domain name fees to Cyrring Hot Productions until December 31, 2020; **NOW THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington, hereby approves the authorization of payment to Cyrring Hot Productions for website hosting and annual domain name fees in an amount not to exceed \$132 annually through December 31, 2020; and

Dated this _____ day of _____ 2017.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____

Clerk of the Board

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 31, 2017	Execute Contract	___
Subject: Amend Microsoft Enterprise Agreement to include Yammer	Pass Resolution	X
	Pass Ordinance	___
By: Teri L. Holmes	Pass Motion	___
Reviewed By: Loretta SmithKelty	Other	___
	Consent Agenda	X
	Public Hearing	___
	1st Discussion	___
	2nd Discussion	___
	Other	___

BACKGROUND INFORMATION

Resolution 2015-162 authorized the Microsoft Enterprise Agreement renewal. Resolution 2016-254 amended it to reflect the Software One as the appropriate vendor.

The Enterprise agreement includes the option to enable Office 365 Yammer Enterprise Social Networking platform. Eric Hsu, Office of Public Defense has expressed an interest in using Yammer as a management tool.

SUMMARY

To enable Yammer Enterprise, Microsoft requires an Amendment to our Volume Licensing agreement be signed by the County. Microsoft will add Yammer licenses to our Enterprise Agreement at no additional cost.

Smarsh, Inc., provides us with archival services of email, social media, and text messaging. Smarsh can also provide archival of Yammer accounts at \$10 a month for each account.

RECOMMENDATION

Recommend the Board of Benton County Commissioners authorize the Chairman to sign the Amendment to Contract Documents Program Signature Form as provided by Microsoft.

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE AMENDMENT TO MICROSOFT ENTERPRISE AGREEMENT 6999977 ADDING YAMMER FOR GCC

WHEREAS, Resolution 2015-162 authorized the Microsoft Enterprise Agreement renewal for a period of three years; and

WHEREAS, Resolution 2016-254 amended resolution 2015-162 to reflect a software vendor change; and

WHEREAS, Office of Public Defense has expressed an interest in using Yammer as a management tool; and

WHEREAS, the current Enterprise Agreement with Microsoft includes the option to enable Office 365 Yammer Enterprise Social Networking platform at no additional cost; and

WHEREAS, the archival of Office 365 Yammer Social Networking platform by our current archival services, SMARSH, Inc., will incur a monthly cost of \$10 per account and a one-time setup fee of \$100 none of which are budgeted in biennium 2017-2018; and

WHEREAS, Information Technology has reviewed Yammer and recommends the amendment of our Microsoft Enterprise agreement to include Yammer for GCC; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington agrees with Information Technology and authorizes the Chairman of the Board of County Commissioners to sign the Amendment to Contract Documents Program Volume Licensing Signature Form.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

_____ of Benton County, Washington.

Original: Information Technology
Copies: Auditor
T Holmes

Amendment to Contract Documents

Enterprise Enrollment Yammer for GCC Amendment ID M318

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

6999977

000-maoleary-S0003

This amendment ("Amendment") is entered into between the parties identified on the signature form for the enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

1. Defined terms.

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise, as described in the Product Terms dated December 1, 2016.

2. Additional Rights to Yammer Enterprise.

In order to be eligible for Yammer Enterprise, Customer or Enrolled Affiliate must have purchased user subscription licenses ("USLs") under the Enrollment for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 Government E1 (formerly G1)
- Office 365 Government E3 (formerly G3)
- Office 365 Government E4 (formerly G4)

Following its execution of this Amendment, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite is entitled to use Yammer Enterprise, at no additional cost, for the duration of the earlier of (i) the USL subscription term and (ii) the term of this Amendment, subject to the terms and conditions of this amendment. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Amendment to any users that are not assigned to a Qualifying Office 365-G Suite.

Microsoft's provision of Yammer Enterprise under the Enrollment will be subject solely to the terms of the Enrollment, Agreement, Online Services Terms dated December 1, 2016 and Product Terms dated December 1, 2016, except as otherwise provided in this Amendment.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 for Government.

In the event that Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government Online Service, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its Customer Data from Yammer Enterprise to Office 365 for Government, nor that any such migration (if possible) will be performed by Microsoft at no cost.

In order to provide Yammer Enterprise to eligible users of Qualifying Office 365-G Suites at no additional cost as set forth above, Microsoft will invoice Enrolled Affiliate's Reseller for the applicable SKU at \$0, for a quantity of Yammer Enterprise not to exceed, in aggregate, the total number of Licenses Enrolled Affiliate has purchased for Office 365-G Suites. Enrolled Affiliate may be required to issue a purchase order to its Reseller for this.

In the event that Enrolled Affiliate adds more USLs for Qualifying Office 365-G Suites to its Enterprise during the remainder of the Enrollment's term, it may request additional Yammer Enterprise USLs for the users of such Suite USLs provided that the Yammer Enterprise is still made available.. Such addition may require Enrolled Affiliate to execute an additional Amendment, which will be consistent with the terms and conditions of this Amendment.

It is the intent of Microsoft that the terms of this amendment, and the provision of Yammer Enterprise at \$0 (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Amendment for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment term. In addition, Microsoft shall have the right to immediately terminate this Amendment in the event Customer breaches any obligation in this Amendment. As of January 1, 2017, Microsoft also shall have the right to terminate this Amendment and Yammer Enterprise, without cause, upon 30days' written notice.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EnrAmend(Yammer for GCC)(WW)(ENG)(Jan2017)		M318	B
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Program Signature Form

MBA/MBSA number		000-maoleary-S0003
Agreement number	01E73529	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Enrollment/Registration>	
Yammer for GCC Amendment	M318 (6999977)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Benton County
Signature* _____
Printed First and Last Name* James Beaver
Printed Title Chairman of the Board
Signature Date* 1/31/2017
Tax ID 91-6001296

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Client Information

Company	Name	Benton County Information Technology		
	Address	PO Box 608	City	Prosser
	State	Washington	Zip	99350
Primary Contact <i>(Authorized User)</i>	Name	Robert Heard	Title	IT
	Phone	(509) 737-3529	Email	robert.heard@co.benton.wa.us
Technical Contact <i>(if different)</i>	Name		Title	
	Phone		Email	
Billing Contact <i>(if different)</i>	Name	Robert Heard	Title	IT
	Phone	(509) 737-3529	Email	robert.heard@co.benton.wa.us
	Address	620 Market Street	City	Prosser
	State	Washington	Zip	99350
Quote Date	01/20/2017 08:14:25		Quote Expiration	01/31/2017
Smarsh Sales Executive	Matt Dreese		Term of Agreement	

Services and Fees

One-time Setup Fee	\$1,500.00 \$100.00	Invoiced on execution of Order Form
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Services	Rate per Quantity	Minimum Quantity	Minimum
Archiving Platform Content Usage - Social Yammer Monthly	\$10.00	6	\$60.00

Notes

Terms & Conditions

Following execution of the Order Form, Smarsh will provide Client with access to an account within the applicable Service ("Activation Date"). Client's "Minimum Commitment" is the greater of the minimum usage metric specified above (as further clarified in the Agreement). The Services are subject to the Smarsh Service Agreement located here: http://www.smarsh.com/wp-content/uploads/2013/11/Smarsh-Subscription-Service-Agreement_6.1-Final_Live.pdf ("Agreement") and incorporated in this Order Form by reference. The term of the Agreement shall begin on the date this Order Form is executed and continue for the Initial Term of Agreement specified above, unless Client is adding the above Services on to an existing Service account and, in which case, the above Services will sync to Client's then existing Service term and be subject to renewals as specified in the Agreement. If the billing terms above indicate a monthly billing schedule, Smarsh will invoice Client for (a) recurring Services monthly in arrears, (b) One Time Fees upon execution of the Order Form, and (c) Import Fees on a monthly basis, based on the Client Data imported in the previous month. If the billing terms above indicate an annual billing cycle, Smarsh will invoice client for (a) the total annual fee for recurring Services upon execution of the Order Form, (b) One-Time Fees upon execution of the Order Form and (c) Import Fees on a monthly basis, based on the Client Data imported in the previous month. Smarsh will invoice Client for any usage over the Minimum Commitment. Service Descriptions are available at www.smarsh.com/legal. If Client purchases any Services which requires Software or services which are resold by Smarsh (including through any of the following vendors: 17-a-4, MobileGuard, Instant Technologies or Actiance, CellTrust or Personal Archive Access) or if Client is purchasing text message archiving, additional terms apply to the Service or Software and such terms are located at <http://www.smarsh.com/legal>.

By _____

Name _____ Title _____ Date: _____

h. Purchase of ArcGIS Licenses from Environmental Systems Research Institute for GIS Dept

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: January 31, 2017	Execute Contract	___
Subject: Authorize purchase of ArcGIS Software Licenses	Pass Resolution	<u>X</u>
By: Teri L. Holmes	Pass Ordinance	___
Reviewed By: Loretta SmithKelty	Pass Motion	___
	Other	___
	Consent Agenda	<u>X</u>
	Public Hearing	___
	1st Discussion	___
	2nd Discussion	___
	Other	___

BACKGROUND INFORMATION

In the spirit of cooperation and advancement of our GIS mapping projects and with the support of the Deputy County Administrator, the Benton County GIS department would like to purchase ArcGIS by Environment Systems Research Institute, Inc.(ESRI) ESRI is an industry standard and will enable the County to easily receive and share mapping data with our neighboring municipalities.

SUMMARY

Using Washington State Contract (#A11-MST-563) and State of Washington Price Agreement (ESRI contract # 2010MPA7132) Environmental Systems Research Institute, Inc. was contacted for a price quote. The response was reviewed for fit and function by the GIS department and Public Works. GIS recommends ArcGIS Licenses be purchased as needed from the information in outlined in Quotation # 20491168.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchase in quantities needed ArcGIS for Desktop, ArcGIS Spatial Analyst for Desktop, and ArcGIS Online Level 1 Plan Licenses utilizing Washington State Contract (#A11-MST-563) and State of Washington Price Agreement (ESRI contract # 2010MPA7132) from Environmental Systems Research Institute, Inc. in an amount not to exceed \$25,000.00 budgeted in 2017-2018 biennium.

FISCAL IMPACT

None, included in the 2017-2018 Object 9305 GIS Biennium Budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ARCGIS DESKTOP LICENSES FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., BY THE GIS DEPARTMENT.

WHEREAS, GIS mapping has become an integral part of many county processes and it is highly desirable to easily receive and share data with other departments and entities; and

WHEREAS, the GIS and Public Works departments investigated alternative GIS software solutions with industry standard and single software suite as the primary driver; and

WHEREAS, per Resolution 2012-677 of Benton County's Procurement, Leasing, and Contract Policy, Section 7 Intergovernmental Cooperative Purchasing Agreements: RCW 39.34.030 allows the County to join with other governmental agencies for purchase or leases; and

WHEREAS, the vendor on the Washington State Contract (#A11-MST-563) vendor list, Environmental Systems Research Institute, Inc., provided a quote for ArcGIS Desktop Licenses, ArcGIS Network Analyst License, ArcGIS Spatial Analyst License, ArcGIS online Level 1 Plan License; and

WHEREAS, GIS has reviewed the quote and recommends ArcGIS as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes Information Technology to purchase ArcGIS Desktop Licenses, ArcGIS Spatial Analyst License, ArcGIS online Level 1 Plan License from Environmental Systems Research Institute, Inc., for an amount not to exceed \$25,000.00, the amount budgeted in 2017-2018 biennium.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

of Benton County, Washington.

Original: Central Services
Copies: Auditor

T Holmes



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 380 New York St
 Redlands, CA 92373
 Phone: 9097932853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/19/2016 To: 10/17/2016

Quotation # 20491168

Date: July 19, 2016

Customer # Contract # 2010MPA7132

County of Benton
 Public Works Dept
 620 Market St
 Prosser, WA 99350

ATTENTION: Cameron Cole
 PHONE: (509) 786-5611
 FAX:

Material	Qty	Description	Unit Price	Total
52382	3	ArcGIS for Desktop Advanced Concurrent Use License	8,514.00	25,542.00
99736	1	ArcGIS Network Analyst for Desktop Concurrent Use License	2,150.00	2,150.00
88282	1	ArcGIS Spatial Analyst for Desktop Concurrent Use License	2,150.00	2,150.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,466.00	2,466.00
Item Total:				32,308.00
Subtotal:				32,308.00
Sales Tax:				2,778.49
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$35,086.49

This order is subject to State of Washington Price Agreement (Esri contract# 2010MPA7132). State of Washington Contract # A11-MST-563. No other terms shall apply.

The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
52384	1	ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance	3,030.00	3,030.00
52385	2	ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance	1,212.00	2,424.00
100571	1	ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance	505.00	505.00
87232	1	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	505.00	505.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,466.00	2,466.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Greg Mattis **Email:** gmattis@esri.com **Phone:** 9097932853 x3944

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: January 31, 2017 Subject: Horn Rapids Garage Door Installation Public Works Contract Prepared By: Shyanne Faulconer Reviewed By: Adam Fyall	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

The item for consideration is a public works contract for replacement of a damaged garage door at Horn Rapids Park.

BACKGROUND

One of the garage doors located at Horn Rapids Park (115803 N State Route 225, Benton City) is in need of complete replacement, with Richardson's Garage Doors, Inc. providing a reasonable estimate for the project. This contractor is familiar with the site, and has worked on other projects at the site relating to repairs, maintenance, and replacement of garage doors.

Due to adverse weather conditions, we are giving the contractor a longer time to complete this project than we typically would, knowing that ice and snow may delay repairs/replacement.

This contract has been reviewed for form by the Prosecutor and has been signed by the contractor. The work is to be completed by June 30, 2017.

FISCAL IMPACT

Not to exceed \$2,000.00, to be paid from the Park Development Fund.

###

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE REPLACEMENT OF A GARAGE DOOR AT
HORN RAPIDS PARK**

WHEREAS, the Benton County Parks Department staff reported a damaged garage door at Horn Rapids Park in late November 2016; and

WHEREAS, installation of a replacement garage door requires the hiring of a contractor with the equipment and expertise on-hand to perform this scale of work; and,

WHEREAS, a price quote for this job was received from only one contractor, with an estimated amount reasonable of such services:

- ▶ Richardson's Garage Doors, Inc. \$1,543.21

WHEREAS, this contract includes the installation of a replacement garage door at Horn Rapids Park, and this contractor is familiar with the site, and has worked on other projects at the site relating to repairs, maintenance, and replacement of garage doors.; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Chairman to sign a public works contract with Richardson's Garage Doors, Inc. of Richland, Washington for the installation of replacement garage door at Horn Rapids Park. As written, the total amount of the contract shall not exceed \$2,000.00, and shall be paid from the Park Development Fund.

BE IT FURTHER RESOLVED, the attached contract shall expire June 30, 2017.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Parks
cc: Auditor

Prepared by: Falconer

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **RICHARDSON'S GARAGE DOORS, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 401 Wellsian Way, Richland, WA 99352 (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 - CONTRACTOR's Estimate (No. 7307); and
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on June 30, 2017. 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 agrees to replace an existing garage door in a building located at Horn Rapids Park, 115803 N. State Route 225, Benton City, Washington 99320, in accordance with the CONTRACTOR's estimate in Exhibit A, which is attached hereto and incorporated herein by reference. In replacing the garage door, the CONTRACTOR shall provide all necessary materials and labor to remove and properly dispose of the existing garage door and to install a new garage door, including performing a motor rehook. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall

be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his designee, prior to CONTRACTOR leaving the work site.

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name	Tom Richardson, Owner
Address	401 Wellsian Way
City, State Zip Code	Richland, WA 99352
Phone	(509) 943-2528
Fax	(509) 943-4023
Email	tom@richardsonsgaragedoors.com

- b. For COUNTY:

Name	Adam Fyall
Address	7122 W. Okanogan Place

City, State Zip Code Kennewick, WA 99336
Phone (509) 736-3053
Email adam.fyall@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid for performing services and providing materials to replace an existing garage door at Horn Rapids Park, in accordance with Section 3 of this Contract and Exhibit A. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Two Thousand Dollars and Zero Cents (\$2,000.00), including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- c. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages and one Affidavit of Wages Paid.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service, and shall also reference the work order provided to the COUNTY as required in Section 3 of this Contract. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all subcontractors and sub-subcontractors that are employed by the CONTRACTOR for the work contemplated by this

Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and forward a copy to the COUNTY's Contract Representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. **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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

The commercial general liability policy will contain an endorsement naming the COUNTY 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 will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements 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 shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement

shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.

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

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and a Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain fifty (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Washington State Department of Revenue and the Washington State Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract,

and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local laws which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves 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.

16. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6 of this Contract. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or applicable law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors or sub-subcontractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries' website, it is provided for informational purposes only, and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, or the presence of any disability.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative, or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* 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 might regard 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. 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. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions

for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

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

- 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.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: _____

BENTON COUNTY

Chairman, Shon Small
Benton County Commissioners

Date: 1-23-17

**RICHARDSON'S GARAGE DOORS,
INC.**

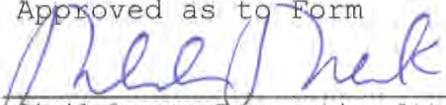


Signature

Owner _____
Title: _____

Tom Richardson

PRINTED NAME

Approved as to Form


Civil Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 31 Jan 2017 Subject: TRP Shelter Install Prepared By: Shyanne Faulconer Reviewed By: Adam Fyall	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

The item for consideration is a public works contract for installation of a playground shelter at Two Rivers Park. The shelter has already been purchased but requires professional assembly and installation. An amendment is needed to expand services and extend contract length. The previous contract (Resolution 2016-885) expired before an amendment could be made.

BACKGROUND

Pursuant to Benton County Resolution No. 2016-885, the parties entered into a Public Works Contract effective November 15, 2016, which expires on December 31, 2016 (the “CONTRACT”), whereby CONTRACTOR agreed to install playground shelter equipment, a Shade Systems Double Post Umbrella (Model #HC142208), at a playground site in Two Rivers Park located at 213316 East Finley Road, Kennewick, Washington 99337.

Said Contract expired December 31, 2016 prior to an amendment being made, to expand the original scope of work of the Contract to include the purchase and installation of four (4) surface-mounted benches and installation of a concrete pad at the Two Rivers Park playground site.

This new contract shall expire June 30, 2017, to account for inclement weather and the expanded scope of work.

This Contract is necessary to expand the 2016-885 scope of work, to extend the term of the Contract, and to increase the total compensation amount payable to the Contractor to \$9,000.00 for performance of additional services under the expanded scope of work and for the purchase of additional equipment and materials.

FISCAL IMPACT

Not to exceed \$9,000.00, to be paid from the Park Development Fund.

###

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE INSTALLATION OF A SHELTER STRUCTURE,
BENCHES, AND A CONCRETE PAD AT TWO RIVERS PARK**

WHEREAS, the Benton County Park Board and Parks Department staff have been remodeling the Playground/Tee #1 area at Two Rivers Park over the past couple of years, including installation of the first tee for the disc golf course, newly-planted trees, and a complete updating of the Playground in 2015; and,

WHEREAS, the County has purchased a “double-post umbrella” style shelter for placement in this area as the last major piece of this remodeling project along with the additional purchase of four (4) surface-mounted benches and a concrete pad; and,

WHEREAS, installation of the shelter, benches, and concrete requires the hiring of a contractor with the equipment and expertise on-hand to perform this scale of work; and,

WHEREAS, price quotes for this job were requested from five different suitable contractors, with only one quote received, and two of the contractors noting that the job was simply too small to make it worth their efforts at this time:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▶ Northwest Playground Equipment BANLIN Construction Fowler Construction G2 Construction Ray Poland & Sons | <ul style="list-style-type: none"> Spokane WA \$8,534.41; Kennewick WA no response; Richland WA no response; Kennewick WA no response; Kennewick WA no response; and, |
|--|--|

WHEREAS, this contract includes the installation of an in-ground mounted double-post umbrella shelter structure which Benton County has already purchased separately and will have on-hand for the contractor; purchase and installation of four (4) surface mounted benches; and the installation of a concrete pad with rounded corners at a playground site in Two Rivers Park; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Chairman to sign a public works contract with Northwest Playground Equipment, Inc. of Spokane, Washington, for the installation of the new playground shelter at Two Rivers Park. As written, the total amount of the contract shall not exceed \$9,000.00, and shall be paid from the Park Development Fund.

BE IT FURTHER RESOLVED, the attached contract shall expire June 30, 2017.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Parks
cc: Auditor

Prepared by: Faulconer

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **NORTHWEST PLAYGROUND EQUIPMENT, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 345 N.W. Dogwood, Issaquah, WA 98027 (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 - CONTRACTOR's Quote #1212016CEM2; and
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on June 30, 2017. 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 agrees to install playground shelter equipment, a Shade Systems Double Post Umbrella (Model #HC142208) previously purchased from CONTRACTOR; provide and install four (4) surface-mounted benches; and prepare and install a concrete pad with rounded corners, at a playground site in Two Rivers Park located at 213316 East Finley Road, Kennewick, Washington 99337, in accordance with Exhibit A (attached hereto and incorporated herein by reference). Installation of the equipment shall include assembly and

surface mounting. Installation of the playground shelter equipment shall include assembly and in-ground mounting. Installation of the benches shall include assembly and surface mounting. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his designee, prior to CONTRACTOR leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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' representatives are as follows:

- a. For CONTRACTOR:

Carrie Moorby

P.O. Box 2410
Issaquah, WA 98027-0109
425-313-9161
425-313-9194
carrie@nwplayground.com

- b. For COUNTY:

Adam Fyall
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
509-736-3053
adam.fyall@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid for providing and installing playground shelter equipment, four (4) benches, and a concrete pad with rounded corners in accordance with Section 3 of this Contract and Exhibit A. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Nine Thousand Dollars and Zero Cents (\$9,000.00), including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- c. The CONTRACTOR may invoice the COUNTY for filing fees paid to

the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages and one Affidavit of Wages Paid.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service, and shall also reference the work order provided to the COUNTY as required in Section 3 of this Contract. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all subcontractors and sub-subcontractors that are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov> and forward a copy to the COUNTY's Contract Representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. AMENDMENTS AND CHANGES IN WORK

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

proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, 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 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. **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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

The commercial general liability policy will contain an endorsement naming the COUNTY 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 will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance

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

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

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

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

d. **Other Insurance Provisions:**

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

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

3. Any failure to comply with reporting provisions of the

policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements 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 shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the

insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of

cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and a Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain fifty (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Washington State Department of Revenue and the Washington State Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. Proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the

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

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local laws which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by

each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

15. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves 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.

16. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6 of this Contract. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or applicable law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors or sub-subcontractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries' website, it is provided for informational purposes only, and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule

contains any such ambiguities or inaccuracies, then CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative, or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* 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 might regard 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. 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. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

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

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.

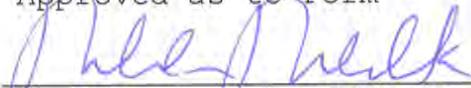
The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: _____

BENTON COUNTY

Chairman
Benton County Commissioner

Approved as to Form



Civil Deputy Prosecuting Attorney

Date: 12/23/16

**NORTHWEST PLAYGROUND
EQUIPMENT, INC.**



Signature

President
Title:

Bob McGarvey

PRINTED NAME

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date:	<u>01/31/2017</u>	<u>NEEDED</u>	
Subject:	<u>Salary Structure for the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer</u>	Execute Contract	Consent Agenda X
		Pass Resolution	Public Hearing
		Pass Ordinance	1st Discussion
		Pass Motion	2nd Discussion
		Other	Other
Prepared by:	<u>L. Wingfield</u>		

BACKGROUND INFORMATION

The Personnel Manager worked with County Administration to complete a salary survey of the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer positions. Through the salary survey and reviewing other Benton County positions for eternal equity, it was discovered that the salary structure for these positions should be addressed. The Personnel Manager and Deputy County Administrator met and discussed the salary structure with the Assessor, Auditor, and Clerk, while leaving a voice mail and email for Duane Davidson and later talking to the interim Treasurer Kirsten Yniguez.

The Chief Deputy Coroner position was found to be comparable to other Washington counties during the salary study.

The Sheriff appointed position salaries are established in resolution 2014-702 while the Chief Deputy positions in the Prosecuting Attorney’s Office are established in resolution 08-781.

It is recommended that the Assessor, Auditor, Clerk, and Treasurer be authorized to place their Chief Deputy position at up to 85% of their salary at their discretion at any time effective February 1, 2017.

SUMMARY

See above.

RECOMMENDATION

Recommend approving the authorizing, calculating, and, re-establishing the compensation for the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer.

FISCAL IMPACT

The Chief Deputy Assessor’s budgeted salary may need to be increased up to \$32,300 plus benefits.

The Chief Deputy Auditor’s budgeted salary may need to be increased up to \$56,880 plus benefits.

The Chief Deputy Clerk’s budgeted salary may need to be increased up to \$35,350 plus benefits.

The Chief Deputy Treasurer’s budgeted salary may need to be increased up to \$13,250 plus benefits.

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING, CALCULATING, AND RE-ESTABLISHING COMPENSATION FOR THE CHIEF DEPUTY ASSESSOR, CHIEF DEPUTY AUDITOR, CHIEF DEPUTY CLERK, AND CHIEF DEPUTY TREASURER.

WHEREAS, it has come to the attention of the Benton County Personnel Department that certain Elected Official appointed positions salaries need re-evaluating; and

WHEREAS, Benton County Resolution 08-781 establishes the salary for the Prosecuting Attorney Chief Deputy positions; and

WHEREAS, Benton County Resolution 2014-702 establishes the salary for appointed positions in the Sheriff's Office; and

WHEREAS, the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer positions are vital to the Elected Official and the County as a whole; and

WHEREAS, the Personnel Manager reviewed current Benton County job classification's placement on the Benton County Non-Bargaining salary schedule as well as completed a salary survey among other counties in Washington; and

WHEREAS, the salary survey concluded the Coroner Chief Deputy salary was comparable to other Coroner Chief Deputy positions throughout Washington counties; and

WHEREAS, the Personnel Manager recommends the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer annual salary be up to 85% of their Elected Official at the discretion of that Elected Official; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the recommended salary structure for the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer; and,

BE IT FURTHER RESOLVED, the Chief Deputy Assessor, Chief Deputy Auditor, Chief Deputy Clerk, and Chief Deputy Treasurer annual salary is up to 85% of the Elected Official's annual salary at the discretion of the Elected Official; and,

BE IT FURTHER RESOLVED, that this salary structure is effective February 1, 2017.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

I. Contract w/Pacific Microrem, Inc for
Maintenance & Repair of X-Ray & Metal Detectors

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	1/31/2017	Execute Contract	<u> X </u>
Subject:	Pacific	Pass Resolution	<u> X </u>
	MicroRem	Pass Ordinance	<u> </u>
Prepared by:	D. Meyer	Pass Motion	<u> </u>
Reviewed by:	L. Wingfield	Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

As Benton County has multiple x-ray and metal detector machines this contract is meant to help provide regular maintenance and repair. Pacific Microrem, Inc., will be scheduled to perform regular maintenance and other repairs as requested by Benton County.

Point of contact for Benton County will be the Security Supervisor.

SUMMARY: See above.

RECOMMENDATION: Approve the resolution and execute the Personal Services Contract to begin upon execution with a termination date of December 31, 2018.

FISCAL IMPACT: The maintenance and repair of x-ray and metal detectors will not exceed \$10,000.00 for the duration of the contract.

MOTION: I move that we approve the resolution authorizing the Chairman of the Board to sign the Resolution and the Personal Services Contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING PACIFIC MICROREM, INC. A PERSONAL SERVICE CONTRACT FOR SERVICE TO X-RAY AND METAL DETECTOR MACHINES.

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

WHEREAS, Benton County had a contract with Pacific MicroRem, Inc. for service to x-ray and metal detector machines per Resolution 2015-402; and

WHEREAS, said contract expired on December 31, 2016; and

WHEREAS, Pacific MicroRem Inc. performed the annual radiation leakage surveys of X-ray imaging systems, which is required by the State of Washington, after the contract Expired but before a new contract was put in place; and

WHEREAS, the Safety and Training Coordinator recommends entering in to a new Contract with Pacific MicroRem, Inc. upon execution of both parties until December 31, 2018;
NOW, THEREFORE

BE IT RESOLVED that the Benton County Board of Commissioners hereby concurs with the recommendation and signs the attached agreement between Benton County and Pacific MicroRem, inc., which will begin upon execution with a termination date of December 31, 2018, and not to exceed the amount of \$10,000.00.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

**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 **PACIFIC MICROREM, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 8905 NE 117th Avenue, Suite 108, Vancouver, WA 98662 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the terms and conditions set forth in this document.

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution by both parties and shall expire on December 31, 2018. 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 perform annual preventative maintenance inspections (PMI) for all metal detection and x-ray imaging equipment located at three Benton County facility locations. The CONTRACTOR shall also perform annual (or more frequently as recommended or required by the equipment manufacturer or an applicable regulatory authority) radiation leakage surveys of all x-ray imaging systems located at three Benton County facility locations. The three Benton County facility locations are as follows: the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA 99336; the Benton-Franklin Counties' Juvenile Justice Center, 5606 W. Canal Drive, Kennewick, WA 99336; and the Benton County Courthouse, 620 Market Street, Prosser, WA 99350.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to 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 may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Jack L. Foyt, Jr., President
Pacific MicroRem, Inc.
8905 NE 117th Avenue, Suite 108
Vancouver, WA 98662
(360)694-5154

- b. For COUNTY:

Tim French
Benton County Sheriff's Office
7122 W. Okanogan Place
Kennewick, WA 99336
(509)736-3067

5. COMPENSATION

- a. For CONTRACTOR's performance of services pursuant to Section 3 of this Contract, the COUNTY shall pay CONTRACTOR in accordance with the following agreed-upon rates:

- 1. **X-Ray Imaging Equipment and Systems** (PMI and radiation leakage survey): \$300.00 per machine/per inspection and survey.
- 2. **Metal Detection Equipment** (PMI): \$225.00 per machine/per inspection.

- b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract may not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), including W.S.S.T. Payment of any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract executed in accordance with Section 6 of this Contract.

- 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.
- 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, which are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are 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 or 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**

- 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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

The commercial general liability policy will contain an endorsement naming the COUNTY 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 will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 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 auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this

Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. The 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 and 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 it 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. The CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

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

attached, 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 at 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 cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for the work to be performed under this Contract 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.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

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 which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

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, and 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 or at the end of the job 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 its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing, or

immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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 agreement may be of evidentiary value, the COUNTY may issue written notice to the 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 as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* 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 might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, the CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by

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

- The 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.

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Dated: _____

BENTON COUNTY

Chairman

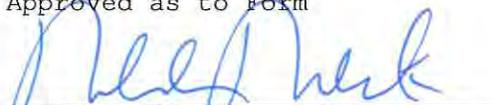
Member

Member

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

Attest: _____
Clerk of the Board

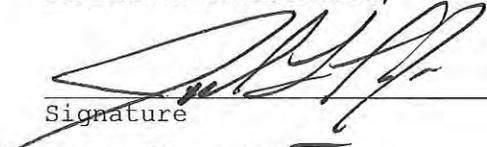
Approved as to Form



Civil Deputy Prosecuting Attorney

Dated: 12/29/16

PACIFIC MICROREM, INC.



Signature

PRESIDENT
Title:

JACK L. FOYT, JR.
PRINTED NAME

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 138.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File, Superior Court

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult Drug court

Dept Nbr: 138

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Adult Drug Court

TRANSFER TO: Adult Drug Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.213	9108	Administrative Costs	\$81,302	512.213	4163	SC Defense	\$81,302
TOTAL			\$81,302	TOTAL			\$81,302

Explanation: Transfer of funds to more accurately cover the costs incurred consistent with the Auditor's coding.

Prepared by: Patricia Austin, Superior Court Administrator

Date: 20-Jan-2017

Approved Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETLY TAX (3/10 OF 1%) FUND NUMBER 0148101, DEPARTMENT
NUMBER 138

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by: J. Bowe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept

TRANSFER TO: Dept

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.232	9108	Administrative Services - OPD	\$52,800	512.232	4101	Legal Services	\$52,800
TOTAL			\$52,800	TOTAL			\$52,800

Explanation:

2017-2018 Budget: Line item transfer needed to move budget allocation for OPD costs to the appropriate line item in accordance with the BARS manual.

Prepared by:

Date:

Approved



Denied



Date:

Chairman

Member

Member

o. Line Item Transfer, Fund
No. 0101-101, Dept. 500

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 31st, 2017</u>	Execute Agreement _____ <u>X</u>	Consent Agenda _____ <u>X</u>
Subject: <u>Line Item Transfer</u>	Pass Resolution _____ <u>X</u>	Public Hearing _____
Prepared by: <u>KDL</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Radio Equipment approved for purchase per resolution 2016-717, and a Rock Rake have been purchased by the County Road Department. A line item transfer is required in order to fund the purchase of the equipment from the 2016 Budget. Funds are being transferred from the budgeted Land Acquisition line item.

SUMMARY

A line item transfer is required to fund the purchase of Radio Equipment and a Rock Rake.

RECOMMENDATION

Approve transfer of funds within County Road fund.

FISCAL IMPACT

None

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500

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

Dated this 31st day of January, 2017.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

K. Laughlin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Public Works

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

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
595.230	6100	Land	\$31,000	594.430	6000	Capital Outlay	\$31,000.00
TOTAL			\$0	TOTAL			\$31,000

Explanation: Radio Equipment approved for purchase per resolution 2016-717 and a Rock Rake have been purchased by the County Road Department. A line item transfer is required in order to fund the purchase of the equipment from the 2016 Budget. Funds are being transferred from the budgeted Land Acquisition line item.

Prepared by: Kristen Laughlin

Date: 24-Jan-2017

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: AUTHORIZATION TO SIGN THE DIGITAL SUBMITTAL CERTIFICATION OF THE 2017 ROAD LEVY CERTIFICATION AND ESTIMATED REVENUE PRODUCED PER WAC 136-150-021

WHEREAS, the Board of County Commissioners has reviewed the Certification of the 2017 Road Levy and finds the Certification to be complete; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners that the attached Certification of the 2017 Road Levy and Estimated Revenue Produced form is approved, and that the Chairman is authorized to sign the Digital Submittal Certification form for said Road Levy Certification.

Dated this 31st day of January, 2017.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

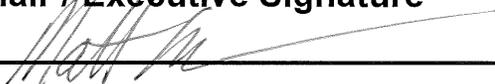
Benton County
 Calendar Year 2017
Digital Submittal Certification
for Forms Due February 1st

The documents checked below are hereby submitted from Benton County for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2017

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature



Date



County Engineer Signature

Date

Benton County
 Certification of the 2017 Road Levy and Estimated Revenue Produced
 WAC 136-150-021

	Total County Valuation:		\$17,601,652,254
	(\$/Thousand)	Road District Valuation	Amount
Highest Lawful Road Levy:	\$1.698498	\$4,173,309,680	\$7,088,360
County Road Levy Shifted to Current Expense (per RCW 84.52.043):	\$0.000000	\$4,173,309,680	\$0
Adjusted Highest Lawful Road Levy:	\$1.698498	\$4,173,309,680	\$7,088,360
Actual Established Road Levy: (Levy Fixed in Accordance with RCW 36.40.090)	\$1.521906	\$4,173,309,680	\$6,351,386

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided	Diverted \$/Thousand	Diverted Levy Amount
Traffic Law Enforcement RCW 36.33.220	0.138121	\$576,420
Total Diverted Road Levy:	\$0.138121	\$576,420
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	\$1.383786	\$5,774,966

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement): \$0

Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement): \$0

Total Budgeted Road Fund Expenditures for Traffic Enforcement: \$0

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see WAC 136-150-030)

Note: WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE EQUIPMENT MAINTENANCE AGREEMENT BY AND BETWEEN BENTON COUNTY AND THE CITY OF GRANDVIEW FOR 2017 AND 2018

WHEREAS, Resolution 2014-950 dated December 2, 2014 approved an Equipment Maintenance Agreement between Benton County and the City of Grandview which expired December 31, 2016; and

WHEREAS, the City of Grandview wishes to have Benton County continue to provide maintenance for the City vehicles; and

WHEREAS, it is in the public interest that the public agencies cooperate to provide effective and cost efficient services; and

WHEREAS, an Agreement was prepared, has been reviewed and Approved as to Form by our department's Deputy Prosecuting Attorney and has been executed by the City of Grandview; and

WHEREAS, the County Engineer recommends the Board of County Commissioners approves the Agreement, **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the recommendation and hereby approves the Equipment Maintenance Agreement, commencing January 1, 2017 and terminating December 31, 2018, between Benton County and the City of Grandview; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign said Agreement.

Dated this 31st day of January 2017.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

EQUIPMENT MAINTENANCE AGREEMENT

By and Between
BENTON COUNTY
And
CITY OF GRANDVIEW
2017-2018

This AGREEMENT, made and entered into this ____ day of _____, 2017, between City of Grandview (hereinafter referred to as CITY) and Benton County (hereinafter referred to as BC) collectively hereinafter referred to as the "PARTIES".

WHEREAS, the PARTIES hereto desire to enter into this contract for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

WITNESSETH:

BC maintains, services, and repairs vehicles and equipment at its Prosser Shop Facility (herein after referred to as the PSF) located at 14303 North Hinzerling Road, Prosser, WA and at its Kennewick Shop Facility located at 102808 Wisner Parkway, Kennewick, WA (herein after referred to as the KSF) and desires to contract with CITY to provide such services and use of facilities to CITY, and

CITY provides fire suppression and emergency response services by motor vehicles and equipment and desires to contract with BC for the use of its PSF or KSF to include the maintenance, service and repair, and

BC and CITY agree that BC shall provide at the PSF or KSF, service to CITY vehicles, as described herein.

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I

Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of CITY Vehicles

- A. Preventive maintenance and repairs performed will be in compliance with Federal Motor Carrier Regulations. BC will provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates as established in Section IV of this contract. Examples of services and repairs available by the PSF include maintenance and rebuild/repair/replacement of all vehicle components such as, but not limited to:
1. Lubricants, fluids and filters
 2. Brakes
 3. Electrical systems
 4. Mufflers and exhaust systems
 5. Engine blocks and heads
 6. Alternators, starters, air compressors and other engine components
 7. Transmissions, drive trains and differentials, alignment, steering and suspensions

8. Controls, gauges and interiors
 9. Chassis repairs including paint
 10. Tire repair, replacement, rotation and balancing
 11. DOT Annual Inspections
 12. DOT Brake Inspections and adjustments
- B. BC shall determine, in consultation with CITY, the need for emergency road services.
- C. All service outsourcing will be authorized and coordinated through CITY.
- D. CITY shall determine its vehicle maintenance schedule and will ensure that CITY vehicles covered by this agreement are made available for service at the PSF or KSF at the dates and times that shall be mutually agreed upon and coordinated between CITY and BC Designees. CITY will provide copies of all available shop manuals and vehicle maintenance records requested by BC.
- E. CITY shall work with BC to coordinate, schedule and deliver vehicles for service.
- F. BC will keep a complete record of service for each CITY vehicle. All work performed by it, its agents and employees, will be performed in a timely manner, of good quality and workmanship, and free of any and all negligent workmanship. This warranty shall apply only to workmanship and not to parts or materials used in repairs.
- G. Any CITY vehicle deemed by BC to be inoperable shall be red tagged. BC shall give written notice to CITY when a CITY vehicle has been red tagged, with a copy of said notice filed in the vehicle maintenance file. CITY vehicles become operational only after BC has deemed the vehicle is operational (red tag removed).

SECTION II

BC Emergency Service and Assistance for Disabled CITY Vehicles

- A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled CITY vehicle covered by this agreement as identified by the CITY designee. The BC and CITY designees will coordinate in-field, outsourced or PSF or KSF service and repairs depending upon PSF or KSF availability and the location of the disabled vehicle.
- B. CITY vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation are at the discretion of BC.
- C. BC shall provide comparable service to both BC and CITY fleets. In the event that BC is unable to respond to a CITY emergency call, the BC and CITY designees will coordinate to outsource to reliable alternative service at the request of the CITY designee. If BC is unable to respond to the emergency call for the disabled CITY vehicle, CITY will secure such emergency services on its own from a source of its own choosing.

- D. BC shall extend to CITY priority service in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.
- E. Emergency service calls will be billed at the rates specified in Section IV below.

SECTION III

Consideration of CITY Services to BC

- A. CITY, as may be mutually agreed to with BC, shall provide certain administrative and information system services to BC. Such services may include vehicle maintenance records, recall notices, vehicle manuals, inventory/purchasing records and any vehicle operating data analysis appropriate to maintaining CITY vehicles.
- B. Such services may be extended to CITY when needed by BC for record keeping purposes. Maintenance record updates will also be provided by BC to CITY upon request of the CITY designee.
- C. Prior to providing services, costs for requested additional data services over and above traditional associated services shall be negotiated between the parties.
- D. CITY will pay for all services provided pursuant to this contract pursuant to this agreement.

SECTION IV

Rates, Charges and Billings

- A. BC will bill and CITY will pay as follows:
 - 1. **Hourly Rate for Service:** Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.
 - 2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.
 - 3. **Service Call Outs:** In addition to the hourly service rate (see 1. and 2. above), equipment rental for the service vehicle used by BC shall be invoiced at the current rental rate.
 - 4. **Parts/Fluids/Lubricants:** In addition to the product cost, a ten percent (10%) markup will be assessed on all billings for all parts, fluids and lubricants purchased by BC and supplied to CITY. No fees will be charged for parts purchased by CITY and delivered to the PSF.

- B. At the end of each month BC shall deliver to CITY an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by BC and applicable Washington State tax will be charged. CITY shall make payment in full in its normal course of business during the month following the billing.

SECTION V

Liability, Insurance and Hold Harmless Agreement

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

In any and all claims against the BC, its officers, officials, employees and agents by any employee of CITY, 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 CITY 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 CITY expressly waives any immunity CITY might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, CITY acknowledges that the foregoing waiver has been mutually negotiated by the parties. CITY's obligations under this Section [V] shall survive termination and expiration of this Agreement.**

CITY'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 CITY, its employees, agents or subcontractors.

- B. BC shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any CITY property when equipment repair/service is completed and CITY has requested the vehicle be parked outside the facility gates for pickup.
- C. BC participates in a self-insurance liability pool and CITY is insured by Washington Cities Insurance Authority. The parties further agree that when a claim arises, they will work with their respective insurers to determine 1st and 2nd position in coverage. CITY will provide evidence of coverage to BC from their insurance management agency or private insurer on an annual basis and such coverage should name BC as an additional insured for activities related to the PSF operations.

D. BC and CITY shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:

1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

Bodily Injury/Property damage	\$10,000,000
Personal Injury/Advertising Injury	\$10,000,000
Automobile Liability per Accident	\$10,000,000

BC and CITY also shall maintain employers liability insurance with limits of not less than ten million dollars (\$10,000,000) each incident for bodily injury by accident or ten million dollars (\$10,000,000) each employee for bodily injury by disease.

2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with this contract.

E. BC and CITY insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.

F. CITY, its employees, agents, and representatives are not employees, agents, or representatives of BC.

SECTION VI

Termination, Renegotiation, and Continuation of Term of Agreement

A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.

B. No amendment or modification shall be made to this Agreement, unless set forth in written amendment signed by both parties.

C. The term of this Agreement shall be from January 1, 2017 until December 31, 2018.

SECTION VII

Contract Administration

A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.

B. Administration: This agreement, subject always to the approval and direction of the Board of County Commissioners and the Grandview City Council, shall be administered by the following persons acting on behalf of each party:

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 31, 2017</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Rental of snow removal equipment from Rowand</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>msr</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Due to the extraordinary amount of snow, Benton County Road Department needed additional equipment to help with snow removal. The Road Department rented a John Deere 844 loader from Rowand Machinery for 1 week utilizing the State Contract pricing at \$3,967.00 per week plus WSST. Because of the continued accumulation of snow at the end of the week we kept the 844 loader for an additional week and also rented another loader. Rowand had a John Deere 744 loader available at \$2,352.00 per week plus WSST. At the same time a Benton County owned grader was not usable due to needing repairs so a John Deere 872 grader was also rented at \$2,975.00 per week plus WSST. Each of these rentals on their own would not have constituted a resolution to the Board, as they were all under the \$5,000 threshold for purchases or leases according to Benton County’s Procurement, Leasing and Contracting Policy. However, combined they do exceed the threshold which would require Board approval. Because of the importance of needing the equipment immediately to keep up with snow removal activities the individual rental agreements were executed. The Road Department has now received invoices for each of the pieces of equipment and would like the Board’s approval to pay them.

SUMMARY

The Benton County Road Department rented additional snow removal equipment. At separate times 2 loaders and a grader were rented from Rowand Machinery. Each of the rental agreements were under the \$5,000.00 threshold and therefore did not require Board approval. However, the invoices combined exceed that threshold so the Road Department is asking for approval to pay the invoices from Rowand Machinery.

RECOMMENDATION

Pass the resolution to authorize payment of invoices from Rowand Machinery for the rental of snow removal equipment.

FISCAL IMPACT

\$14,401.47 out of the 2017-2018 Road Fund Budget.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PAYMENT OF INVOICES FROM ROWAND MACHINERY FOR THE RENTAL OF SNOW REMOVAL EQUIPMENT

WHEREAS, due to the extraordinary amount of snow, Benton County Road Department needed additional equipment to help with snow removal; and

WHEREAS, two loaders and a grader were rented from Rowand Machinery at separate times with each rental agreement being under the \$5,000 threshold allowed by the Benton County's Procurement, Leasing and Contracting Policy; and

WHEREAS, combined the invoices total over the \$5,000 threshold; and

WHEREAS, the Procurement, Leasing and Contracting Policy states that the anticipated aggregate costs of all purchases shall be used to determine which cost threshold is applicable; and

WHEREAS, the County Engineer wishes to follow the spirit of the policy; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the payment of the Rowand Machinery invoices for the rental of needed snow removal equipment in the amount of \$14,401.47.

Dated this 31st day of January, 2017.

Chairman of the Board

Chairman ProTem

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board



www.rowand.com

North Idaho:
53 W. Boekel Road
Hayden, ID 83835
Phone: 208-762-2657
Fax: 208-762-5687

Remit To:
6210 W. Rowand Road
PO Box 19099
Spokane, WA 99219-9099
Phone: 509-838-5252
Phone: 800-541-0847
Fax: 509-747-2949



JOHN DEERE

Tri-Cities:
1907 E. James Street
PO Box 2761
Pasco WA 99302-2761
Phone: 509-547-8813
Phone: 800-338-1052
Fax: 509-547-7959

INVOICE TO: 2510

RENTAL INVOICE

USED AT:

Benton County Public Works
P.O. Box 1001
PROSSER WA 99350
US

Invoice No: 218749
Invoice Date: 01/06/2017
Contract No: 58103
Billing Cycle: Weekly
Payment Type: Account
Prior Invoices: 0
Page: 1 of 1
Payee No:

KENNEWICK WA 99336

County: BENTON
Code: WA005

Invoice Period: 01/06/2017 to 01/12/2017

Next Invoice Date: 01/13/2017

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Billing Period	Rate	Rental Value	Tax Ind
7633	JOHN DEERE	844KX	1DW844KXPDE651846	01/06/2017 - 01/12/2017	\$3967.00	\$3967.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind

CONTRACT INVOICE NOTES

Customer PO No:
Tax Exempt No:
Salesperson: BLAINE HULSE

Rental Income: \$3,967.00
Adjustment Amount: \$0.00
Additional Charge Total: \$0.00
Sales Tax: \$341.17
Less Deposit: \$0.00
Invoice Total: \$4,308.17

TERMS AND CONDITIONS

Net Cash - Approved charges are due Net-10 days from invoice date or in accordance with the terms of your account agreement. purchaser agrees to pay a monthly periodic FINANCE CHARGE at the rate of 1.5% which is an APR of 18% on the unpaid balance. The purchaser agrees to pay reasonable attorney fees if collection efforts are required.

Received by: Date:



www.rowand.com

North Idaho:
53 W. Boekel Road
Hayden, ID 83835
Phone: 208-762-2657
Fax: 208-762-5687

Remit To:
6210 W. Rowand Road
PO Box 19099
Spokane, WA 99219-9099
Phone: 509-838-5252
Phone: 800-541-0847
Fax: 509-747-2949



JOHN DEERE

Tri-Cities:
1907 E. James Street
PO Box 2761
Pasco WA 99302-2761
Phone: 509-547-8813
Phone: 800-338-1052
Fax: 509-547-7959

INVOICE TO: 2510

RENTAL INVOICE

USED AT:

Benton County Public Works
P.O. Box 1001
PROSSER WA 99350
US

Invoice No: 219171
Invoice Date: 01/12/2017
Contract No: 58103
Billing Cycle: Weekly
Payment Type: Account
Prior Invoices: 1
Page: 1 of 1
Payee No:

KENNEWICK WA 99336

County: BENTON
Code: WA005

Invoice Period: 01/13/2017 to 01/19/2017

Next Invoice Date: 01/20/2017

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Billing Period	Rate	Rental Value	Tax Ind
7633	JOHN DEERE	844KX	1DW844KXPDE651846	01/13/2017 - 01/19/2017	\$3967.00	\$3967.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
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Adjustment Notes:

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
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CONTRACT INVOICE NOTES

Customer PO No:
Tax Exempt No:
Salesperson: BLAINE HULSE

Rental Income:	\$3,967.00
Adjustment Amount:	\$0.00
Additional Charge Total:	\$0.00
Sales Tax:	\$341.17
Less Deposit:	\$0.00
Invoice Total:	\$4,308.17

TERMS AND CONDITIONS

Net Cash - Approved charges are due Net-10 days from invoice date or in accordance with the terms of your account agreement. purchaser agrees to pay a monthly periodic FINANCE CHARGE at the rate of 1.5% which is an APR of 18% on the unpaid balance. The purchaser agrees to pay reasonable attorney fees if collection efforts are required.

Received by: Date:



www.rowand.com

North Idaho:
53 W. Boekel Road
Hayden, ID 83835
Phone: 208-762-2657
Fax: 208-762-5687

Remit To:
6210 W. Rowand Road
PO Box 19099
Spokane, WA 99219-9099
Phone: 509-838-5252
Phone: 800-541-0847
Fax: 509-747-2949



JOHN DEERE

Tri-Cities:
1907 E. James Street
PO Box 2761
Pasco WA 99302-2761
Phone: 509-547-8813
Phone: 800-338-1052
Fax: 509-547-7959

INVOICE TO: 2510

RENTAL INVOICE

USED AT:

Benton County Public Works
P.O. Box 1001
PROSSER WA 99350
US

Invoice No: 219319
Invoice Date: 01/13/2017
Contract No: 58124
Billing Cycle: Weekly
Payment Type: Account
Prior Invoices: 0
Page: 1 of 1
Payee No:

KENNEWICK WA 99336

County: BENTON

Code: WA005

Next Invoice Date: 01/20/2017

Invoice Period: 01/13/2017 to 01/19/2017

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Billing Period	Rate	Rental Value	Tax Ind
8313	JOHN DEERE	744K	1DW744KXPED658735	01/13/2017 - 01/19/2017	\$2352.00	\$2352.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
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Adjustment Notes:

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
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CONTRACT INVOICE NOTES

Customer PO No: STATE CONTRACT
Tax Exempt No:
Salesperson: BLAINE HULSE

Rental Income:	\$2,352.00
Adjustment Amount:	\$0.00
Additional Charge Total:	\$0.00
Sales Tax:	\$202.27
Less Deposit:	\$0.00
Invoice Total:	\$2,554.27

TERMS AND CONDITIONS

Net Cash - Approved charges are due Net-10 days from invoice date or in accordance with the terms of your account agreement. purchaser agrees to pay a monthly periodic FINANCE CHARGE at the rate of 1.5% which is an APR of 18% on the unpaid balance. The purchaser agrees to pay reasonable attorney fees if collection efforts are required.

Received by: Date:



www.rowand.com

North Idaho:
53 W. Boekel Road
Hayden, ID 83835
Phone: 208-762-2657
Fax: 208-762-5687

Remit To:
6210 W. Rowand Road
PO Box 19099
Spokane, WA 99219-9099
Phone: 509-838-5252
Phone: 800-541-0847
Fax: 509-747-2949



JOHN DEERE

Tri-Cities:
1907 E. James Street
PO Box 2761
Pasco WA 99302-2761
Phone: 509-547-8813
Phone: 800-338-1052
Fax: 509-547-7959

INVOICE TO: 2510

RENTAL INVOICE

USED AT:

Benton County Public Works
P.O. Box 1001
PROSSER WA 99350
US

Invoice No: **219425**
Invoice Date: 01/16/2017
Contract No: 58102
Billing Cycle: Weekly
Payment Type: Account
Prior Invoices: 0
Page: 1 of 1
Payee No:

KENNEWICK WA 99336

County: BENTON
Code: WA005

Invoice Period: 01/16/2017 to 01/22/2017

Next Invoice Date: 01/23/2017

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Billing Period	Rate	Rental Value	Tax Ind
7124	JOHN DEERE	872G	1DW872GPLCE642110	01/16/2017 - 01/22/2017	\$2975.00	\$2975.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
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CONTRACT INVOICE NOTES

Customer PO No:
Tax Exempt No:
Salesperson: BLAINE HULSE

Rental Income: \$2,975.00
Adjustment Amount: \$0.00
Additional Charge Total: \$0.00
Sales Tax: \$255.86
Less Deposit: \$0.00
Invoice Total: \$3,230.86

TERMS AND CONDITIONS

Net Cash - Approved charges are due Net-10 days from invoice date or in accordance with the terms of your account agreement. purchaser agrees to pay a monthly periodic FINANCE CHARGE at the rate of 1.5% which is an APR of 18% on the unpaid balance. The purchaser agrees to pay reasonable attorney fees if collection efforts are required.

Received by: Date:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2023 SMP 2017 CRACK SEAL PROJECT-BST AREA 1 & 2

WHEREAS, it is the intention of the Board of County Commissioners to preserve County road infrastructure by the application of crack seal material; and

WHEREAS, a bid packet (No. CB 17-02) was prepared by Benton County Road Department staff and submitted to the Benton County Prosecuting Attorney’s office for review; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form Bid No. CB 17-02; **NOW, THEREFORE**,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 17-02 C.E. 2023 SMP 2017 Crack Seal Project – BST Area 1 & 2; and

BE IT FURTHER RESOLVED that the bids will be received by the Road Department, Benton County Courthouse, Prosser, Washington no later than 10:30 a.m., Thursday, February 16, 2017. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Road Department conference room at 11:00 a.m., Thursday, February 16, 2017.

Dated this 31st day of January 2017.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT PROVISIONS AND PLANS

For Construction of:

**2017 Crack Seal Project
BST Area 1&2**

C.E. 2023 SMP

Benton County, Washington

BENTON COUNTY
ROAD DEPARTMENT

Bid No.: CB 17-02



OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 17-02)

CALL FOR BIDS:

Sealed bids for C.E. 2023 SMP, 2017 Crack Seal Project BST Area 1 & 2, shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., Prosser, Washington 99350-0954 until **10:30 a.m.**, Local Time, Thursday, February 16, 2017. **NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.** Bids are to be opened on Thursday, February 16, 2017 at 11:00 a.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of seven (7) pages and be enclosed in a sealed envelope marked, "BID FOR 2017 Crack Seal Project BST Area 1 & 2."

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

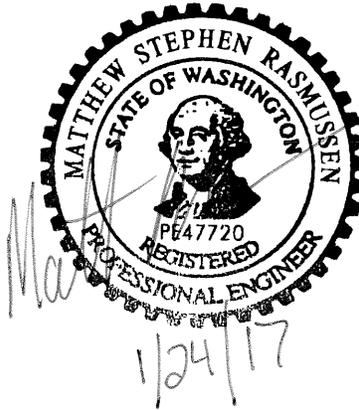
Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #4806890 on the websites Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for ten dollars (\$10.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

CERTIFICATIONS

C.E. 2023 SMP
2017 Crack Seal Project
BST Area 1 & 2
Bid No. CB 17-02

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of C.E. 2023 SMP - 2017 Crack Seal Project-BST Area 1 & 2 have been reviewed and approved as to form:



Deputy Prosecuting Attorney

1/20/17

Date

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PROPOSAL (5 Pages)
PROPOSAL BOND

CONTRACT

CONTRACT
PERFORMANCE BOND
PAYMENT BOND

ROAD LISTINGS

BST AREA 1
BST AREA 2

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

Section 1-01, Definitions and Terms August 1, 2016

1-01.3 Definitions

The following new term and definition is inserted after the eighth paragraph:

Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

Section 1-02, Bid Procedures and Conditions April 4, 2016

1-02.4(1) General

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.9 Delivery of Proposal

The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the

same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.12 Public Opening of Proposals

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

Section 1-04, Scope of the Work January 3, 2017

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

1-04.3 Reference Information

This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

Section 1-06, Control of Material January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is

included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT Form 350-075 Recycled Materials Reporting.

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
 - a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.
 - b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

Section 1-07, Legal Relations and Responsibilities to the Public January 3, 2017

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.3(1) Forest Fire Prevention

This section is supplemented with the following new subsections:

1-07.3(1)A Fire Prevention Control and Countermeasures Plan

The Contractor shall prepare and implement a project-specific fire prevention, control, and countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a Type 2 Working Drawing no later than the date of the preconstruction conference.

1-07.3(1)A1 FPCC Plan Implementation Requirements

The Contractor's FPCC Plan shall be fully implemented at all times. The Contractor shall update the FPCC Plan throughout project construction so that the plan reflects actual site conditions and practices. The Contractor shall update the FPCC Plan at least annually and maintain a copy of the updated FPCC Plan that is available for inspection on the project site. Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.

1-07.3(1)A2 FPCC Plan Element Requirements

The FPCC Plan shall include the following:

1. The names, titles, and contact information for the personnel responsible for implementing and updating the plan.
2. The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.
3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.
4. The location of fire extinguishers, water, shovels, and other firefighting equipment.
5. The response procedures the Contractor shall follow in the event of a fire.

Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor's responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.

1-07.8 High-Visibility Apparel

The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

1-07.8(1) Traffic Control Personnel

In this section, references to “ANSI/ISEA 107-2004” are revised to read “ANSI/ISEA 107”.

1-07.8(2) Non-Traffic Control Personnel

In this section, the reference to “ANSI/ISEA 107-2004” is revised to read “ANSI/ISEA 107”.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.
2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.
7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.
10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

Section 1-08, Prosecution and Progress January 3, 2017

1-08.1 Subcontracting

The second sentence of the second to last paragraph is revised to read:

Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released.

The fourth sentence of the second to last paragraph is revised to read:

The Monthly Payment Summary shall include all Subcontractors that performed work that was paid on the progress estimate by the Contracting Agency.

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor’s Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor’s retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

1-08.5 Time for Completion

In item 2c of the last paragraph, “Quarterly Reports” is revised to read “Monthly Reports”.

Section 1-09, Measurement and Payment
April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

Section 1-10, Temporary Traffic Control
January 3, 2017

1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, “Project Engineer” is revised to read “Engineer”.

The following new paragraph is inserted after the third paragraph:

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

1-10.3(2)C Lane Closure Setup/Takedown

The following new paragraph is inserted before the last paragraph:

Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.

Section 2-03, Roadway Excavation and Embankment
August 1, 2016

2-03.3(7)C Contractor-Provided Disposal Site

The second paragraph is revised to read:

The Contractor shall acquire all permits and approvals required for the use of the disposal sites before any waste is hauled off the project. The Contractor shall submit a Type 1 Working Drawing consisting of copies of the permits and approvals for any disposal sites to be used. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The third paragraph is deleted.

Section 2-06, Subgrade Preparation
January 3, 2017

2-06.3(2) Subgrade for Pavement

The second sentence in the first paragraph is revised to read:

The Contractor shall compact the Subgrade to a depth of 6 inches to 95 percent of maximum density as determined by the compaction control tests for granular materials.

Section 3-04, Acceptance of Aggregate
January 3, 2017

3-04.5 Payment

In Table 1, the **Contingent Unit Price Per Ton** value for the item HMA Aggregate is revised to read "\$15.00".

Section 4-04, Ballast and Crush Surfacing
January 3, 2017

4-04.3(5) Shaping and Compaction

The first sentence is revised to read:

Immediately following spreading and final shaping, each layer of surfacing shall be compacted to at least 95 percent of maximum density determined by the requirements of Section 2-03.3(14)D before the next succeeding layer of surfacing or pavement is placed.

Section 5-01, Cement Concrete Pavement Rehabilitation
January 3, 2017

In this section, "portland cement" is revised to read "cement".

5-01.2 Materials

In the first paragraph, the following item is inserted after the item "Joint Sealants":

Closed Cell Foam Backer Rod 9-04.2(3)A

5-01.3(1)A Concrete Mix Designs

This section, including title, is revised to read:

5-01.3(1)A Mix Designs

The Contractor shall use either concrete patching materials or cement concrete for the rehabilitation of cement concrete pavement. Concrete patching materials shall be used for spall repair and dowel bar retrofitting and cement concrete shall be used for concrete panel replacement.

5-01.3(1)A1 Concrete Patching Materials

Item number 1 is revised to read:

1. **Materials** – The prepackaged concrete patching material and the aggregate extender shall conform to Section 9-20.

5-01.3(1)A2 Portland Cement Concrete

This section, including title, is revised to read:

5-01.3(1)A2 Cement Concrete for Panel Replacement

Cement concrete for panel replacement shall meet the requirements of Sections 5-05.3(1) and 5-05.3(2) and be air entrained with a design air content of 5.5 percent. Cement concrete for panel replacement may use rapid hardening hydraulic cement meeting the requirements of Section 9-01.2(2). Rapid hardening hydraulic cement will be considered a cementitious material for the purpose of calculating the water/cementitious materials ratio and the minimum cementitious materials requirement.

5-01.3(1)B Equipment

This section's title is revised to read:

Equipment for Panel Replacement

5-01.3(2)B Portland Cement Concrete

This section's title is revised to read:

Cement Concrete for Panel Replacement

This section is supplemented with the following new subsection:

5-01.3(2)B1 Conformance to Mix Design

Acceptance of cement concrete pavement for panel replacement shall be in accordance with Section 5-01.3(2)B. The cement, coarse, and fine aggregate weights shall be within the tolerances of the mix design in accordance with Section 5-05.3(1).

5-01.3(2)B1 Rejection of Concrete

This section is renumbered as follows:

5-01.3(2)B2 Rejection of Concrete

5-01.3(4) Replace Portland Cement Concrete Panel

This section's title is revised to read:

Replace Cement Concrete Panel

5-01.3(8) Sealing Existing Transverse and Longitudinal Joints

This section's title is revised to read:

Sealing Existing Longitudinal and Transverse Joint

The first paragraph is revised to read:

The Contractor shall clean and seal existing longitudinal and transverse joints where shown in the Plans or as marked by the Engineer.

The first sentence of the second paragraph is revised to read:

Old sealant and incompressible material shall be completely removed from the joint to the depth of the new reservoir with a diamond blade saw in accordance with the detail shown in the Standard Plans.

The fifth paragraph is revised to read:

Immediately prior to sealing, the cracks shall be blown clean with dry oil-free compressed air. If shown in the Plans, a backer rod shall be placed at the base of the sawn reservoir. The joints shall be completely dry before the sealing installation may begin. Immediately following the air blowing and backer rod placement, if required, the sealant material shall be installed in conformance to manufacturer's recommendations and in accordance with Section 5-05.3(8)B.

5-01.3(9) Portland Cement Concrete Pavement Grinding

This section's title is revised to read:

Cement Concrete Pavement Grinding

5-01.3(11) Concrete Slurry and Grinding Residue

The last sentence of the first paragraph is revised to read:

Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface, into any drainage structure, water of the state, or wetlands.

The following new sentence is inserted at the end of the second paragraph:

The Contractor shall submit copies of all disposal tickets to the Engineer within 5 calendar days.

5-01.4 Measurement

The fourth paragraph is revised to read:

Sealing existing longitudinal and transverse joint will be measured by the linear foot, measured along the line of the completed joint.

5-01.5 Payment

The Bid item "Sealing Transverse and Longitudinal Joints", per linear foot and the paragraph following Bid item are revised to read:

"Sealing Existing Longitudinal and Transverse Joint", per linear foot.

The unit Contract price per linear foot for "Sealing Existing Longitudinal and Transverse Joint", shall be full payment for all costs to complete the Work as specified, including removing incompressible material, preparing and sealing existing transverse and longitudinal joints where existing transverse and longitudinal joints are cleaned and for all incidentals required to complete the Work as specified.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO NORTHWEST MARINE AND SPORT, LLC. FOR "AS NEEDED" BOAT REPAIR AND MAINTENANCE FOR 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, 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, the Sherriff's Office has contracted with Northwest Marine and Sport, LLC., Pasco, WA for boat repair and maintenance in past years and are satisfied with their service; and

WHEREAS, the Benton County Road Department handles the maintenance and repair of the Sheriff's vehicles; and

WHEREAS, the County Engineer recommends entering into a contract with Northwest Marine and Sport, LLC for 2017 and 2018; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the County Engineer's recommendation and hereby awards the personal service contract in an amount not to exceed \$25,000 including WSST; and

BE IT FURTHER RESOLVED, the term of the attached contract commences upon signature of both parties and expires on December 31, 2018.

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached personal service contract.

Dated this day of, 20

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
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY, WASHINGTON** a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **NORTHWEST MARINE & SPORT, LLC** with its principal offices at 2250 N. Commercial, Ave., 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 the following documents:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties, and shall terminate on December 31, 2018. 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 CONTRACTOR shall perform the following services:

- a. "As needed" boat repair and maintenance services for Benton County Sheriff's Office boat fleet.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Steve Poire'
2250 N. Commercial Ave
Pasco, WA 99301
(509) 545-5586

- b. For COUNTY: Matt Rasmussen
620 Market Street
Prosser, WA 99350
(509) 786-5611

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The rates for the services detailed in Section 3 shall be determined at the time services are needed in the form of a written quote.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$25,000.

- 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 services and equipment provided, 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.

- 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, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are 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, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 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, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

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

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 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 auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

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

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

e. Verification of Coverage and Acceptability of Insurers:

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

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract

Representative referenced in Section 4.b.

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.b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at 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 cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- 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.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

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

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and 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, 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 there from 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 or at the end of the job 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, 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, its employees, subcontractors, and their employees shall maintain the confidentiality of all information

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

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, 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 its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

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

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 agreement 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 as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* 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 might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. 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. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties to this Contract have executed this Contract to take effect upon signature of both parties.

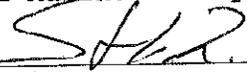
Dated: _____

Benton County

Chairman

Dated: 4/16/17

Northwest Marine and Sport, LLC



Steve Poire

Approved as to Form



Civil Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 31, 2017</u>	Execute Contract	<u>X</u>
Subject: <u>Interagency Agreement with Kennewick School District</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Kennewick School District No. 17 (KSD) and the Benton County Bureau of Corrections (County Jail) want to comply with RCW 28A.194 and provide an education program to meet instructional needs of students under 18 years of age who are incarcerated at the County Jail; and Attached is the DEA Asset Forfeiture Sharing Memorandum of Understanding (MOU) between BCSO and DEA, which outlines the Equitable Sharing Program between the Task Force Members and their contribution to the Task Force.

Both parties mutually desire to reach an understanding conducting the educational program and use of the jail for the 2016 thru 2018 school years as further described in the attached Interagency Agreement and Exhibit A - Instructional Service Plan

RECOMMENDATION

Approve the attached Resolution and authorize the Chairman of the Board to sign the attached Interagency Agreement between Kennewick School District No. 17 and Benton County Bureau of Corrections.

APPROVED AS TO FORM

Ryan Lukson

FISCAL IMPACT

The County is responsible for is providing adequate space and utilities, basic furniture for use by the students and teachers, access to a telephone by the instructor, and supervise the security of the classroom.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERAGENCY AGREEMENT BETWEEN KENNEWICK SCHOOL DISTRICT NO. 17 AND BENTON COUNTY BUREAU OF CORRECTIONS FOR THE PURPOSE OF PROVIDING AN EDUCATION PROGRAM LOCATED AT THE BENTON COUNTY JAIL TO MEET INSTRUCTIONAL NEEDS FOR STUDENTS UNDER 18 YEARS OF AGE WHO ARE INCARCERATED

WHEREAS, the Kennewick School District No. 17 (KSD) and the Benton County Bureau of Corrections (County Jail) want to comply with RCW 28A.194 and provide an education program to meet instructional needs of students under 18 years of age who are incarcerated at the County Jail; and

WHEREAS, the County Jail has space available where an educational program can be conducted; and

WHEREAS, both parties mutually desire to reach an understanding conducting the educational program and use of the jail for the 2016 thru 2018 school years as further described in the attached Interagency Agreement and Exhibit A - Instructional Service Plan; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Interagency Agreement between Kennewick School District No. 17 and Benton County Bureau of Corrections for the purpose of providing an education program to meet instructional needs for students under 18 years of age who are incarcerated in the Benton County Jail; and

BE IT FURTHER RESOLVED, the term of this agreement shall commence September 1, 2016 and shall terminate on August 31, 2018.

Dated this _____ day of _____, 2017

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

INTERAGENCY AGREEMENT

AGREEMENT BETWEEN

KENNEWICK SCHOOL DISTRICT NO. 17
202 S Dayton Street
Kennewick, WA 99336

and

BENTON COUNTY BUREAU OF CORRECTIONS
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336

WHEREAS, Kennewick School District No. 17 (hereinafter KSD) and the Benton County Bureau of Corrections (hereinafter County Jail) want to comply with RCW 28A.194, and provide an education program at County Jail to meet instructional needs of students under 18 years of age; and

WHEREAS, the County Jail has space available where an educational program can be conducted; and

WHEREAS, the parties hereto mutually desire to reach an understanding conducting the educational program and use the facilities for the 2016 thru 2018 school years;

NOW, THEREFORE, for the reasons above and in consideration of the material covenants contained herein, the parties agree as follows:

1.0 Term:

- 1.1. Initial Term - The initial term for the Agreement shall be from September 1, 2016 through August 31, 2018.
- 1.2. Renewal - Refer to section 4.7.

2.0 KSD Responsibilities:

- 2.1 KSD agrees to provide qualified staff, supplies, materials, and equipment to conduct the educational program based on the alternative learning experience guidelines in WAC 392-122- 228 and WAC 392-121-182.
- 2.2 KSD will supervise the educational process and conduct evaluations of certified and classified staff.
- 2.3 KSD will maintain an inventory of fixed assets within the classroom.

- 2.4 KSD will provide upkeep and maintenance for items purchased with school program funds.
- 2.5 KSD will make available information on students as may be requested by County Jail staff, i.e., educational progress reports, assessment data, behavior and attitude observations and school placement. Any such disclosure of educational records shall be made in accordance with State and Federal laws governing the same.
- 2.6 KSD will provide transcripts/credits earned by a youth while in detention to the student's home school or other educational program as needed.

3.0 County Jail Responsibilities:

- 3.1 County Jail agrees to provide adequate space and utilities for the educational program, basic furniture for use by the students and teachers, and maintenance of the space and furniture.
- 3.2 County Jail agrees to provide access to a telephone for use by the instructor.
- 3.3 The County Jail Supervisor will supervise the security section of the County Jail within which the classroom is located and coordinate program operations.
- 3.4 The County Jail will notify KSD staff located at Benton County Juvenile Justice Center that a student, under the age of 18, has been placed at County Jail within 5 school days of the student inmates booking (incarceration) date.

4.0 General Provisions:

- 4.1 Items purchased by KSD or County Jail become and remain the property of the respective purchaser, however, mutual use of properties may occur at the County Jail classroom.
- 4.2 The KSD teachers are responsible to conduct the educational program within policies, procedures, and regulations of KSD with adaptations as appropriate to the County Jail setting. When student situations or actions occur within the educational program which cause a disruption to the learning environment, the County Jail and supervisory staff shall intervene to take action in the best interest of the facility and instructional staff.
- 4.3 Both parties of this agreement shall discuss and agree to any change in existing, or the implementation of new policies, procedures, and regulations that may have an effect on the educational program or County Jail Operations.
- 4.4 The certificated and classified staff conducting the instructional program are employees of KSD and have the rights, responsibilities, and due process guarantees as defined by KSD policy and regulations and negotiated agreements.

4.5 All employees of KSD will complete a "County Jail Clearance Check," and agree to abide by all federal and state laws, County Jail rules, and security procedures. Failure to participate in the County Jail Clearance process will result in the KSD employee being declined entry into the County Jail. Breaches of security rules, protocols and revocation of County Jail clearance, depending on the specific circumstances of the breach.

4.6 KSD and County Jail staff will meet as may deemed appropriate or at least once yearly for the purpose of evaluating the educational philosophy, the established goals, the utilization of personnel and the effectiveness of the program. Such qualified personnel, as may contribute to planning and/ or evaluation will be utilized to the extent possible.

4.7 This agreement will renew annually unless KSD or County Jail request in writing not to renew this agreement by July 1st preceding the start of the next school year.

5.0 **Organization and Governance:**

The parties agree KSD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the KSD's adopted policies and procedures.

6.0 **Assignment:**

Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

7.0 **Mutual Termination:**

This Agreement may be terminated by mutual agreement by the parties.

8.0 **Crimes Against Children**

The KSD is prohibited from employing any person who will provide services under this Agreement, and who may come into contact with children in a public schools, if the person has plead guilty to or been convicted of a felony crime specified in RCW 28A.400.322. Failure of the KSD to comply with this section shall be grounds for immediate termination of this Agreement.

9.0 **Force Majeure:**

The KSD shall not be liable for any failure to perform its obligations in this Agreement if the failure to perform is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond the KSD's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by the KSD's financial condition or negligence.

10.0 **Waiver:**

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, shall be deemed

waived by a parties failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.

11.0 Severability:

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

12.0 Governing Law and Venue:

This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Benton County, Washington.

13.0 Whole Agreement:

The parties agree that this Agreement, together with Exhibit A, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

14.0 Attorney's Fees and Costs:

In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.

15.0 Captions:

Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.

16.0 Opportunity Without Discrimination:

Per the requirements of state, local and federal laws, including 13 CFR 145, the KSD and the County Jail agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, or non- job-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for the KSD may be directed to the KSD at its address above.

17.0 Authority:

The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of KSD and County Jail.

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representative and is effective September 1, 2016.

KENNEWICK SCHOOL DISTRICT NO. 17

By: 
Dave Bond, Superintendent

Date: 1-17-17

BENTON COUNTY SHERIFF

By: 
Steven Keane, Sheriff

Date: _____

BENTON COUNTY

By: _____
James Beaver, Chairman
Benton County Commissioner

Date: _____

APPROVED AS TO FORM:



PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Kennewick School District No. 17
202 S Dayton Street
Kennewick, WA 99336

Exhibit A

Instructional Service Plan For School Districts and Benton County Jail

between

Kennewick School District (hereinafter "KSD") and the Benton County Bureau of Corrections (hereinafter "County Jail")

Staff from KSD and the County Jail jointly created this Instructional Service Plan to make available educational services to juveniles under the age of 18 incarcerated in the County Jail, residing within the respective KSD boundaries.

It has been determined by the County Jail, that approximately six (6) juveniles under the age of 18 years will be incarcerated in the County Jail between September 1, 2016 and August 31, 2018. The location where the juveniles will receive educational services is ___ or is not X set forth in County Jail policy (check one). The term of this Agreement shall commence September 1, 2016 and shall terminate August 31, 2018.

The following plan will be put into place, making a program of educational services available during the 2016-2017 and 2017-2018 school years, when and if an individual under the age of 18 is incarcerated in the County Jail:

1. The County Jail staff **Lieutenant Scott Souza (or designee)** will notify the school district representative **Legacy High School Principal Dennis Boatman** within five (5) school days each time an eligible youth has been incarcerated in the County Jail.
2. Any disputes and grievances between the parties will be handled whenever possible by the Agreement representatives set forth in Section 5k. If the parties under this Agreement are unable to mutually resolve their grievances and disputes, such grievances and disputes will be resolved with the aid of a mutually agreeable mediator. If mediation is unsuccessful in resolving the parties' grievances and disputes, such grievances and disputes will be resolved by a mutually agreeable arbitrator. Nothing in this section forecloses either party from seeking judicial relief regarding the rights and obligations set forth in this Agreement.
3. Incarcerated juveniles **under the age of 18** will be offered a program of education for **220 school days** per year when eligible youth are incarcerated in the County Jail.
4. One of the following methods of educational services will be used (check one):

- a. ___ Institution Education in a classroom setting with multiple youth (per WAC 392-122-200).
- b. X Alternative Learning Experience (per WAC 392-122-228).

5. The parties agree as follows:

- a. Educational services will be made available to individuals under the age of 18 in the event they are incarcerated in the County Jail facility. (The plan must meet the accountability requirements of RCW 28A.194 and address the model which will be used to deliver the educational services).
 - **The KSD staff will develop an alternative learning experience plan (ALE) for each eligible youth. Special Education Case Management will be consulted for appropriate youth. The plan will be based on student records of classes needed for high school graduation, pre-GED or basic skills program. The WRAT (Wide Range Achievement Test) will be administered to check current performance levels if other placements tests are not on file. This intake method is similar to Juvenile Justice Center procedures. Materials will then be prepared to deliver to youth on Wednesday mornings at the County Jail by assigned school district staff. Instructional services will be provided to each youth separately unless County Jail staff and school district staff agree on a case by case basis that instructional services can be provided to two (2) or more youth simultaneously. Each youth receiving services will be counted for .6 FTE under ALE programing rules.**
- b. The County Jail, as required, will notify Office of Superintendent of Public Instruction (OSPI) as soon as practicable upon the closure of any County Jail facility or on the adoption of a policy that no juvenile shall be held in the County Jail.
 - **Principal Boatman will be notified if youth will no longer be served in the County Jail and there is no longer a need for an agreement for service. County Jail staff will notify OSPI that the agreement is ended due to service no longer needed.**
- c. How curricula delivery and instructional methods will align with applicable requirements of state and federal law:
 - **The KSD has experience working with ALE programs and appropriate laws pertaining to this type of instructional delivery and the delivery will align as it does with other ALE programs currently offered.**
- d. Brief description of supplies, equipment, and instructional material to be purchased or provided for the program:

- Paper worksheets, packets, tests, and softbound books will be acquired by the KSD through the Benton-Franklin Juvenile Justice Center for use at the County Jail. Pencils are to be provided by the County Jail.
 - Electronic technologies supplied by the KSD may be used within the County Jail by school district staff to assist in the delivery of instructional services to youth provided that the use of electronic technologies comply with all County Jail procedural rules and regulations and that the technologies are compatible with County Jail requirements governing the use electronic requirements within the facility.
- e. Outline staffing sufficient to conduct the education program (subject to security clearance of the County Jail facility):
- **A principal, special education case manager, and tutor will be available for instructional services to entering and continuing youth.**
- f. Plan of how a program of educational services will be made within five (5) school days of receiving notification from the County Jail:
- **KSD staff will conduct research on the entering student in order to be prepared to complete intake services for the entering student and begin instructional services with the entering student on the first Wednesday morning visit with that student.**
- g. Description of where the educational services will be made available in the County Jail, when, and for how long:
- **Each Wednesday morning, Court Room 202 at the County Jail will be available for intake of new students and tutoring for at least sixty (60) minutes for each youth. Should Court Room 202 not be available for the total time needed for all youth to receive instructional services on a given day, the amount of time available for instructional services for each youth will be proportional to the total time available and the number of youth being serviced.**
- h. Whether or not juveniles who turn 18 years of age while being served by the educational program will be allowed to continue services:
- **Juveniles up to 18 years of age will receive instructional services identified and agreed to under this agreement. Instructional services will cease once a serviced youth becomes 18 years of age, unless that youth has been identified as being eligible for and receiving special education services. In this instance, instructional services will cease once the student becomes 21**

years of age, refuses a continuation of receiving instructional services prior to becoming 21 years of age, or leaves the facility.

k. The contact person's name, title, and contact information KSD and the County Jail:

- Benton County Bureau of Corrections, Lieutenant Scott Souza @ 509-783-1451 ext. 3787, Scott.Souza@co.benton.wa.us
- Kennewick School District No. 17, Legacy High School, Dennis Boatman, Principal @509-222-6522, dennis.boatman@ksd.org

Resources

Professional development opportunities are available through OSPI for districts providing educational program services to incarcerated juveniles. These opportunities are in the form of Institution Education Administrator meetings, held quarterly during the year. KSD Staff will meet to discuss the current education laws, regulations, news, and to learn about the upcoming changes in the world of incarcerated juveniles. In addition, there is an annual statewide conference for those in the field of education for incarcerated youth. <http://www.k12.wa.us/InstitutionalEd/default.aspx>

School districts providing educational programs to multiple youth incarcerated in adult jails can apply through OSPI for Federal Title 1 Neglected-Delinquent funds to provide transition services to the juveniles. In order to be qualified, the district must report the number of youth incarcerated in the month of October each year. (Further information can be found at: www.neglected-delinquent.org)

Dennis Boatman

Legacy High School Principal

School District Representative (Printed Name)

School District Representative Title

Printed name



1/17/2017

Signature

Date

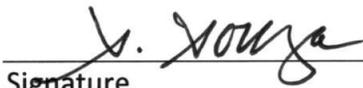
Scott Souza

Lieutenant

Adult Jail Representative (Printed Name)

Adult Jail Representative Title

Printed



1.24.17

Signature

Date

Send all documents to Kathleen Sande, OSPI Institution Education Program Supervisor, at Kathleen.sande@k12.wa.us or at Office of Superintendent of Public Instruction, P.O. Box 47200, Olympia, WA 98504-47200

v. Title Changes and Position Change for Jail Lieutenant, Patrol Captain & Corrections Officer

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>1/31/2017</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Title Changes/ Position changes</u>	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>Linda Ivey</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Undersheriff Hatcher</u>	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

It is the desire of the Sheriff to change the structure of the Sheriff's Command team. This includes two position title changes and a position change from a corrections officer to a corrections sergeant.

SUMMARY

The following position titles should be changed and outlined below:

Current Position	Title	Salary Group	Position/Line Item	New Position Title
Jail Lieutenant		Nonbarg- appointed	Shf1813/0000101.120.00000.523.620.1813	Jail Captain
Patrol Captain		Nonbarg- appointed	Shf1436/0000101.121.00000.521.210.1436	Patrol Commander

The following position should be changed from a corrections officer to a corrections sergeant as outlined below:

Current Position	Position #	Line Item	New Position
Corrections Officer	_Shf1404	0000101.120.00000.523.620.1404	Corrections Sergeant

RECOMMENDATION

Pass Resolution adopting position change and position title changes.

FISCAL IMPACT

There is no financial impact in the 2017/18 budget as available funding from current open position will be utilized.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE FOLLOWING TITLE CHANGES AND A POSITION CHANGE WITHIN THE SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff has the following non-bargaining appointed positions: Jail Lieutenant & Patrol Captain.

WHEREAS, it is the desire of the Benton County Sheriff to change the titles of each of these positions to conform with the Sheriff's command team structure; and

WHEREAS, it is the desire of the Benton County Sheriff to change a corrections officer position to a corrections sergeant position; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the following position titles shall be changed as outline below; and

Current Position Title	Salary Group	Position/Line Item	New Position Title
Jail Lieutenant	Nonbarg- appointed	Shf1813/0000101.120.00000.523.620.1813	Jail Captain
Patrol Captain	Nonbarg- appointed	Shf1436/0000101.121.00000.521.210.1436	Patrol Commander

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the following position shall be changed as outline below;

Current Position	Position #	Line Item	New Position
Corrections Officer	Shf1404	0000101.120.00000.523.620.1404	Corrections Sergeant

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING AUTHORIZATION AND CALCULATING COMPENSATION FOR APPOINTED NON-BARGAINING POSITIONS IN THE BENTON COUNTY SHERIFF'S OFFICE, AND RE-ESTABLISHING SALARIES OF APPOINTED NON-BARGAINING POSITIONS FOR THE BENTON COUNTY SHERIFF'S OFFICE; RESCINDING RESOLUTION 2014-702.

WHEREAS, it has come to the attention of the Benton County Personnel Department that certain appointed positions in the Sheriff's Office are being compressed; and

WHEREAS, the compression is created due to a higher increase in union wages than the Sheriff's salary, which currently dictates the salaries of certain appointed non-bargaining positions; and

WHEREAS, The Benton County Personnel Department is authorized to calculate the salaries for appointed non-bargaining positions in the Benton County Sheriff's Office, rescinding resolution 2014-702; and

WHEREAS, The Personnel Department has reviewed the compensation of appointed non-bargaining positions and recommends the Patrol Captain's annual salary be 10% higher than the Patrol Lieutenant's base annual salary (Lieutenant 1 on the Deputy Guild salary schedule) inclusive of 50 hours of overtime at the Patrol Lieutenant wage; and

WHEREAS, The Personnel Department recommends the Patrol Commander's annual salary be 5% higher than the Patrol Captain's annual salary and in the event the Patrol Captain position is unfilled, the same calculation structure will continue (ie Patrol Commander 5% above Patrol Captain/unfilled annual salary, Patrol Captain 10% above Patrol Lieutenant salary); and

WHEREAS, The Personnel Department recommends the Undersheriff's annual salary be 5% higher than the Patrol Commander's annual salary; and

WHEREAS, The Personnel Department recommends the non-bargaining Lieutenant's annual salary be 10% higher than the Custody Sergeants' base annual salary (Sergeant 1 on the Teamsters Corrections Officer salary schedule) inclusive of 50 hours of overtime at the Custody Sergeant wage; and

WHEREAS, The Personnel Department recommends the Jail Captain's annual salary be 10% higher than the non-bargaining Lieutenant's annual salary; and

WHEREAS, The Personnel Department recommends the Jail Commander's annual salary be 5% higher than the Jail Captain's annual salary; and

WHEREAS, the Chief Financial Officer position will remain at a grade 21 on the non-bargaining schedule;
NOW, THEREFORE

BE IT RESOLVED, that the Board of County Commissioners hereby approves and authorizes the Personnel Department to calculate the salaries for appointed non-bargaining positions in the Benton County Sheriff's office; and

BE IT FURTHER RESOLVED, that the Patrol Captain's annual salary will be 10% higher than the Patrol Lieutenant's base annual salary (Lieutenant 1 on the Deputy Guild salary schedule) inclusive of 50 hours of overtime for the Patrol Lieutenant, the Patrol Commander's annual salary will be 5% higher than the Patrol Captain's annual salary, and in the event the Patrol Captain position is unfilled, the same calculation structure will continue (ie Patrol Commander 5% above Patrol Captain/unfilled annual salary, Patrol Captain 10% above Patrol Lieutenant salary), and the Undersheriff's annual salary will be 5% higher than the Patrol Commander's annual salary; and

BE IT FURTHER RESOLVED, that the non-bargaining Lieutenant's annual salary will be 10% higher than

the Custody Sergeants' annual salary (Sergeant 1 on the Correction Teamsters salary schedule) inclusive of 50 hours of overtime for the Custody Sergeant, the Jail Captain's annual salary will be 10% higher than the non-bargaining Lieutenant's annual salary, and the Jail Commander's annual salary will be 5% higher than the Jail Captain's annual salary; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer will remain at a grade 21 on the non-bargaining salary schedule; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby approves the Personnel Department's recommendation of re-establishing the compensation of the Sheriff's appointed non-bargaining positions; and

BE IT FURTHER RESOLVED, Resolution 2014-702 is hereby rescinded; and

BE IT FURTHER RESOLVED, the new calculation for compensation for the appointed non-bargaining positions in the Sheriff's Office be made effective February 1, 2017.

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

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 31 Jan 2017 Subject: Candy Mtn Preserve Memo Date: 24 Jan 2017 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

This item, the "Deed of Right", is the final piece of the Candy Mountain Preserve establishment process. In accepting Washington State funding for assistance in purchasing the Candy Mountain properties in 2016, the County agreed to certain terms, namely that the properties would be used solely for recreation and conservation purposes into perpetuity. These terms were outlined in the Project Agreement in February 2016, and appear here in simplified form for recording purposes.

The Deed of Right names and describes each of the eight parcels purchased, and outlines four main duties incumbent upon the County as the Grantor:

1. Protect the property for park and trail purposes.
2. Allow for reasonable public access.
3. Provide access for the Grantee (State) for inspection purposes.
4. Not use the property uses not intended by the Project Agreement (with conditions).

Other than a final billing in which the Parks Department can be reimbursed funds for expenses incurred by County staff and the Friends of Badger Mountain, this is the final loose end we will need to tie-off with the State on this project.

Deputy Prosecutor Reid Hay assisted throughout this purchase process over the past year-and-a-half, and also reviewed this Deed of Right document. Thank you to him.

After the Chairman signs, staff will record the document with the Auditor.

FISCAL IMPACT

None.

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A "DEED OF RIGHT" REGARDING THE PROPERTIES CONTAINED WITHIN THE CANDY MOUNTAIN PRESERVE

WHEREAS, Benton County and the State of Washington, through its Recreation and Conservation Office, entered into a Project Agreement during February 2016 for the use of State funds toward the purchase of properties by Benton County for recreation and conservation purposes; and,

WHEREAS, Benton County completed the purchases of eight separate parcels from two separate landowners during the summer of 2016 using the combined funds of the State and the Friends of Badger Mountain non-profit organization, thenceforth creating the "Candy Mountain Preserve"; and,

WHEREAS, the properties comprising the Candy Mountain Preserve are to be held in perpetuity by Benton County for recreation and conservation purposes; and,

WHEREAS, as a requirement of receiving the State funds for said purchases, Benton County agreed to be a signatory to and to record a "deed of right" stipulating the rules by which the County would receive the State funds; **NOW THEREFORE**,

BE IT RESOLVED by the Board of County Commissioners that the Chairman of the Board is authorized to sign the deed of right pertaining to Project Agreement 14-1111 for purchase and ownership of the properties comprising the Candy Mountain Preserve; and that County staff is directed to notarize the document and have it recorded by the Benton County Auditor.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Commissioners
cc: Auditor, Sustainable Development

Prepared by: A.J. Fyall

Natural Resources Building
1111 Washington St SE
Olympia WA 98501

PO Box 40917
Olympia WA 98504-0917



(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026
E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

January 19, 2017

Benton County
Attn: Adam Fyall
PO Box 190
Prosser, WA 99350

RE: Deed of Right for Candy Mountain Acquisition
Benton County, WWRP #14-1111

Dear Adam:

Enclosed is the executed original Deed of Right for the eight parcels on Candy Mountain.

Please have it signed and notarized, and then recorded with the county auditor's office. The auditor will send the original recorded deed to RCO for our files. Once we receive it, RCO will send you a copy for your records.

If you have any questions, please contact me at 360-902-2587 or alison.greene@rco.wa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Alison Greene".

Alison Greene
Grants Manager

Enclosure



Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Alison Greene

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Grantor: BENTON COUNTY

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: Lot 2 of Short Plat 1216; Lot 4 of Short Plat 1216; Lot 4 of Short Plat 2138;
Lot 2 of Short Plat 2826; Portion of W ½ of the NE ¼ of S19, T9N, R28 E,
W.M; Portion of the E ½ of the SW ¼ of S18, T9N, R28E, W.M.; Portion of the
NW ¼ of S19, T9 N, R28 E, W.M; Lot 2 of Short Plat 3485
(More particularly described in Exhibit "A" (Legal Description) and as depicted
in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 1-1998-401-1216-002, 1-1998-401-1216-004, 1-
1998-101-2138-004, 1-1998-101-2826-004, 1-1998-100-0001-002, 1-1898-300-0008-000, 1-
1998-200-0001-003, and 1-1898-301-3485-002



Reference Numbers of Documents Assigned or Released: 2016-013134; 2016-013131; 2016-013132; 2016-013133

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Washington Wildlife and Recreation Program Local Parks Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Candy Mountain Acquisition, Project Number 14-1111 signed by the Grantor on the 23rd day of February 2016 and the Grantee the 29th day of February 2016 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for park and trail purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be

STR

granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS



GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE RECREATION AND CONSERVATION FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 19th day of January, 20 17

STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 19, 2017

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-9-17



SIR

EXHIBIT A
Legal Description

Tax Parcel No. 1-1998-401-1216-002

Lot 2, Short Plat No. 1216, according to the survey thereof recorded December 29, 1981, under Auditor's File No. 854380, records of Benton County, Washington.

Tax Parcel No. 1-1998-401-1216-004

Lot 4, Short Plat No. 1216, according to the survey thereof recorded December 29, 1981, under Auditor's File No. 854380, records of Benton County, Washington.

Tax Parcel No. 1-1998-101-2138-004

Lot 4, Short Plat No. 2138, according to the survey thereof recorded under Auditor's File No. 94-39665, records of Benton County, Washington.

Tax Parcel No. 1-1998-101-2826-004

Lot 2, Short Plat No. 2826, according to the survey thereof recorded under Auditor's File No. 2004-027220, records of Benton County, Washington; Except that portion conveyed to the City of West Richland by Quit Claim Deed recorded September 2, 2005 under Auditor's File No. 2005-030234, Benton County, Washington.

Tax Parcel No. 1-1998-100-0001-002

The West Half of the Northeast Quarter, Except the North Half of the Northwest Quarter of the Northeast Quarter, and also Except the South Half of the Southwest Quarter of the Northeast Quarter of Section 19, Township 9 North, Range 28 East, W.M., records of Benton County, Washington.

Tax Parcel No. 1-1898-300-0008-000

The east 25 acres of the following described parcel of property:
That portion of the south half of the southwest quarter of section 18, Township 9 north, range 28 east, W.M., records of Benton County, Washington, Described as follows:
Beginning at the Southwest corner of said subdivision; thence East along the South line thereof 2640 feet more or less to the Southeast corner of said subdivision; thence North along the East line of said subdivision 1320 feet more or less to the Northeast corner of said subdivision; thence West along the North line of said subdivision 2640 feet more or less to the Northwest corner of said subdivision; thence South along said West line of said subdivision, 1320 feet more or less to the point of beginning.

Tax Parcel No. 1-1998-200-0001-003

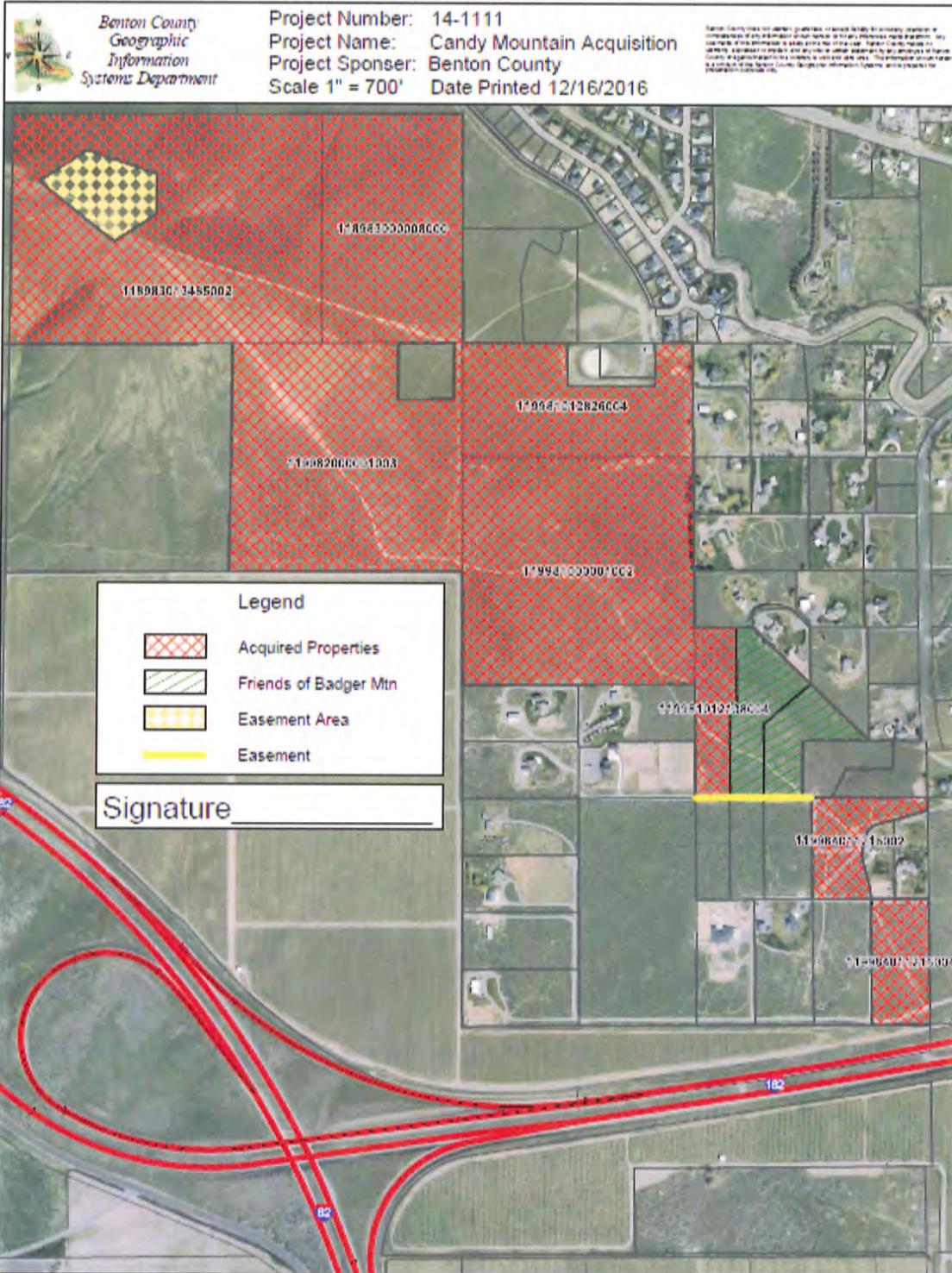
The Northeast quarter of the Northwest quarter of Section 19, Township 9 North, Range 28 East, W.M., Benton County, Washington; together with the East 10.18 feet of Government Lot 1 of said Section 19; Except the West 330 feet of the East 380 feet of the North 330 feet of the Northeast quarter of the Northwest quarter of said Section 19, as conveyed to the City of West Richland by deed recorded January 31, 2007 under Auditor's File No. 2007-003191, records of Benton County, Washington.

Tax Parcel No. 1-1898-301-3485-002

Section 18, Township 9 North, Range 28 East, Quarter Southwest: Short Plat #3485, Lot 2 recorded in Volume 1 of Short Plats at page 3485, Records of Benton County, Washington. AF#2016-006370, 3/09/2016.



EXHIBIT B Property Map



Benton County
Geographic
Information
Systems Department

Project Number: 14-1111
Project Name: Candy Mountain Acquisition
Project Sponsor: Benton County
Scale 1" = 700' Date Printed 12/16/2016

Benton County does not warrant, guarantee, or make any liability statement or representation of any information shown herein or that any information is accurate. The user assumes all responsibility for using this map. Benton County makes no warranty, representation or statement of any kind in relation to the accuracy of the information shown herein. Benton County is not responsible for any errors or omissions in this map. The information shown herein is for informational purposes only.

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y. Cancelling Taxes Assessed
Determined to be Uncollectible

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>01/31/2017</u>	Execute Contract	_____	Consent Agenda <u>X</u>
Subject: <u>2015 Personal Property Uncollectibles</u>	Pass Resolution	<u>X</u>	Public Hearing _____
	Pass Ordinance	_____	1st Discussion _____
	Pass Motion	_____	2nd Discussion _____
Prepared by: <u>Brooke Trevino</u>	Other	_____	Other _____
Reviewed by: <u>Joanna Guzman</u>			

BACKGROUND INFORMATION

Pursuant to RCW 84.56.240, the County Treasurer is required to file a list of uncollectible personal property taxes by February 1st of each year with the County Legislative Authority. The attached Exhibit "A" details all of the personal property taxes that were deemed uncollectible by the Treasurer for 2015.

SUMMARY

The County Treasurer is providing the attached list (Exhibit "A") of personal property taxes that have been deemed uncollectible for 2015 as required by RCW 84.56.240 for Commissioner approval.

RECOMMENDATION

It is recommended that the board pass the resolution pertaining to the personal property taxes the Treasurer has deemed as uncollectible.

FISCAL IMPACT

The total dollar amount of the uncollectible personal property taxes for 2015 is \$11,217.98 as shown in Exhibit "A".

MOTION

Not applicable, Consent agenda form.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLING TAXES ASSESSED UPON PERSONAL PROPERTY WITHIN BENTON COUNTY, WHICH THE BENTON COUNTY TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE.

WHEREAS, taxes have been duly assessed upon the personal property listed on the schedule of property attached hereto as Exhibit "A", and duly extended on the tax rolls of Benton County; and,

WHEREAS, the Benton County Treasurer having made diligent search and inquiry for goods and chattels upon which to collect such taxes; and

WHEREAS, the Benton County Treasurer has filed an affidavit (Exhibit "A") with the Board of Benton County Commissioners, asserting that no such goods and chattels could be found, and that said taxes are therefore uncollectible; **NOW THEREFORE**,

BE IT RESOLVED, that the taxes assessed upon the personal property as enumerated on Exhibit "A", attached hereto, are determined to be uncollectible and pursuant to the provisions of RCW 84.56.240, such taxes are hereby canceled from the tax rolls of Benton County.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by Joanna Guzman

CC: Treasurer, Auditor, Assessor



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

January 20, 2017

Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer has made a diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to collect the same.

****AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX****

I, Kirsten Yniguez, *Interim* Benton County Treasurer, swear that every effort has been made to diligently search and inquire for goods and chattels upon which to collect such taxes. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

Sincerely,

Kirsten Yniguez
Interim Benton County Treasurer
KAY:bat

Attachments: Uncollectible Personal Property Listing, 3 pages.

Subscribed and sworn to before me this 20th day of January, 2017.



Joanna Guzman
Joanna Guzman
Notary Public
Appointment Expires: 7/29/18

BENTON COUNTY TREASURER'S 2016 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
ABSOLUTE EXCAVATING LLC	30PA97500000000	2015	R1	CORP CLOSED/UNABLE TO COLLECT	\$ 57.14
ANTHONY C COSTELLO	30PC81900000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	32.24
DYNAMIC AUTO REPAIR	30PD56400000000	2014	K1	BUSINESS CLOSED/UNABLE TO COLLECT	32.58
DYNAMIC AUTO REPAIR	30PD56400000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	31.45
GEARHEADZ PERFORMANCE HEADQUARTERS	30PG30200000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	9.90
GEARHEADZ PERFORMANCE HEADQUARTERS	30PG30200000000	2016	K1	BUSINESS CLOSED/UNABLE TO COLLECT	7.43
HASTA CONSULTING & TECH LLC	30PH18700000000	2015	K1	CORP CLOSED/UNABLE TO COLLECT	17.00
HOT WINGZ	30PH48100000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	172.92
HOT WINGZ	30PH48100000000	2016	K1	BUSINESS CLOSED/UNABLE TO COLLECT	262.09
JACKSON'S SPORTS BAR/RESTAURANT	30PG04400200000	2015	R1	BUSINESS CLOSED/UNABLE TO COLLECT	914.17
JM CONSTRUCTION INC	30PM07600000000	2015	1731	CORP CLOSED/UNABLE TO COLLECT	92.79
LYLE'S PEST CONTROL	30PL98900000000	2015	P1	BUSINESS CLOSED/UNABLE TO COLLECT	20.94
LYLE'S PEST CONTROL	30PL98900000000	2016	P1	BUSINESS CLOSED/UNABLE TO COLLECT	19.23
PANOFIX LLC	30PP51500000000	2015	1731	CORP CLOSED/UNABLE TO COLLECT	6.49
QUIZNO'S CLASSIC SUBS	30PQ02002000000	2014	K1	BUSINESS CLOSED/UNABLE TO COLLECT	125.34
QUIZNO'S CLASSIC SUBS	30PQ02000000000	2014	K1	BUSINESS CLOSED/UNABLE TO COLLECT	77.55
QUIZNO'S CLASSIC SUBS	30PQ02000000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	78.03
REGAL NAILS	30PR32200000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	84.91
REGAL NAILS	30PR32200000000	2016	K1	BUSINESS CLOSED/UNABLE TO COLLECT	72.12
ROSY'S ICE CREAM SHOPPE LLC	30PR35800000000	2015	R1	BUSINESS CLOSED/UNABLE TO COLLECT	180.41
ROSY'S ICE CREAM SHOPPE LLC	30PR35800000000	2016	R1	BUSINESS CLOSED/UNABLE TO COLLECT	152.23
SAFARI MARKET LLC	30PS10570000000	2015	K1	CORP CLOSED/UNABLE TO COLLECT	29.52
SAFARI MARKET LLC	30PS10570000000	2016	K1	CORP CLOSED/UNABLE TO COLLECT	37.45
SANDSTONE VIDEO	30PS84800000000	2015	1424	BUSINESS CLOSED/UNABLE TO COLLECT	10.18
SIGMA TRANSDUCERS INC	30PT12300000000	2015	R2	CORP CLOSED/UNABLE TO COLLECT	36.89
SIGMA TRANSDUCERS INC	30PT12300000000	2016	R2	CORP CLOSED/UNABLE TO COLLECT	86.95
3C PRIME	30PT56400000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	290.65
3C PRIME	30PT56400000000	2016	K1	BUSINESS CLOSED/UNABLE TO COLLECT	237.66
TERRYFIC PAINTING	30PT60500000000	2015	R1	BUSINESS CLOSED/UNABLE TO COLLECT	30.12
WILLIAM C STOUT DDS PLLC	30PW36300000000	2014	K1	BUSINESS CLOSED/UNABLE TO COLLECT	1,622.84
WILLIAM C STOUT DDS PLLC	30PW36300000000	2015	K1	BUSINESS CLOSED/UNABLE TO COLLECT	2,370.52
WILLIAM C STOUT DDS PLLC	30PW36300000000	2016	K1	BUSINESS CLOSED/UNABLE TO COLLECT	3,962.90
ROBERT D & MARY ANN HENSYEL	710841000011000	2015	1613	BOTH PARTIES DEC'D/UNABLE TO COLLECT	28.04
ROBERT D & MARY ANN HENSYEL	710841000011000	2016	1613	BOTH PARTIES DEC'D/UNABLE TO COLLECT	27.30
				GRAND TOTAL	\$ 11,217.98
				2014 TAX YEAR TOTAL	1,858.31
				2015 TAX YEAR TOTAL	4,494.31
				2016 TAX YEAR TOTAL	\$ 4,865.36
				GRAND TOTAL	\$ 11,217.98

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 31 Jan 2017	Execute Contract	Consent Agenda
Subject: Yakima Basin Integrated Plan	Pass Resolution	Public Hearing
Memo Date: 24 Jan 2017	Pass Ordinance	1st Discussion X
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By:	None X	Other

SUMMARY & BACKGROUND

Tom Tebb (Department of Ecology), Wendy Christensen (Bureau of Reclamation), Jason McShane (Kennewick Irrigation District), and Ben Floyd (Anchor QEA – consultant) will give an update on the Yakima Basin Integrated Plan, both overall and with emphasis on the Lower River Subcommittee’s work (McShane).

No action requested.

FISCAL IMPACT

None.

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<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 31 Jan 2017 Subject: RCCF (.09%) Policy Memo Date: 23 Jan 2017 Prepared By: AJF Reviewed By: R Brown	Execute Contract Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY

Adam Fyall will introduce the topic and give a short background presentation, then will seek Board approval of a new Rural County Capital Fund Disbursement Policy.

BACKGROUND

The "Rural County Capital Fund" (RCCF) is an account into which certain monies rebated from sales and use taxes are deposited, currently at a rate of 0.09%. Certain counties are allowed to establish said rebates based on RCW 82.14.370 that was adopted by the Washington State Legislature in 1997. The monies are to be used primarily for the construction of "public facilities in rural counties" as defined in the statute. A more complete chronology and historical narrative is provided within the recitals of the draft policy, but the following are some of the key dates and milestones:

- 1997 – Authority granted by Legislature to establish new sales and use tax.
- 1998 – County establishes "Distressed Area Sales and Use Tax" and associated budget fund.
- 1999 – Revisions made and fund name changed to "Rural County Capital Fund".
- 2000 – County adopts initial disbursement policy for sharing of RCCF revenues with cities and ports.
- 2000 – Debt participation agreement with cities provided that future RCCF funds would be used for Jail and District Court debt service.
- 2016 – County and cities terminate the debt participation agreement, as sufficient funds for retirement of Jail and District Court bonds had been attained.

When it was determined that enough revenue had been generated to satisfy the jail debt, it was further determined that the County should go back to using the RCCF to fund other large capital projects in the community, partnering with the cities (Benton City, Kennewick, Prosser, Richland, and West Richland) and ports (Kennewick and Richland). Commissioners adopted formulae in June 2016 for allocation of the remaining RCCF fund balance and for future revenues.

The Sustainable Development Manager crafted the new disbursement policy with the assistance of the Prosecutor, modeled largely on the original policy from 2000. The policy has been updated and improved as appropriate, and includes an application for cities and ports to use when proposing funding assistance for a project. The policy would take effect immediately if approved by commissioners, and staff is aware of at least one proponent that is ready to submit applications.

A project review process is outlined in the policy and will be overseen by the County Administrator through the Sustainable Development Manager or other designated staff. If a proposal meets the criteria for funding, a disbursement agreement specific to the project will be promulgated. This is the same method that was used in 2000/2001 and it worked well, if for only a short time.

To eliminate any overlap or confusion, Resolution 00-202, which instituted the previous disbursement policy before the debt participation agreement was put into place, will be rescinded.

Continued next page...

FISCAL IMPACT

Probably several hundreds of thousands of dollars per year into the foreseeable future. While it is difficult to predict the evolving projects and progress of the seven cities and ports, we should be able to maintain a rough idea of what is on their respective horizons and adjust the County budget accordingly.

ATTACHMENTS

- Draft new resolution, adopting new RCCF policy
- Draft new RCCF policy
- Resolution 00-202, adopting former RCCF policy (to be rescinded)
- Former RCCF disbursement policy from 2000 (for reference and comparison)

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 00-202, AND
ADOPTING A REVISED RURAL COUNTY CAPITAL FUND DISBURSEMENT POLICY

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", intended to facilitate economic development, job creation, and tax revenue in the community; and,

WHEREAS, Benton County has implemented such a tax, and deposits resultant revenues into a budget fund called the "Rural County Capital Fund"; and,

WHEREAS, Resolution 00-202, adopted 8 May 2000, created a *Rural County Capital Fund Disbursement Policy*, outlining the policy and procedures for the disbursement of monies from the Fund to the cities and ports within Benton County accumulated between 1 August 1999 and 31 July 2001, after which time newly-accumulated monies would be used for debt service on the expanded Benton County Jail and District Court facilities; and,

WHEREAS, it has been determined by the County that Rural County Capital Fund monies are no longer needed to satisfy debt service on the Jail and District Court facilities, and that disbursements from the Fund in support of city and port sponsored capital projects in the community should resume; and,

WHEREAS, an updated *Rural County Capital Fund Disbursement Policy* has been developed to guide and facilitate disbursement of these monies from this point forward; **NOW THEREFORE**,

BE IT RESOLVED by the Board of County Commissioners that Resolution 00-202 is hereby rescinded, and that the attached *Rural County Capital Fund Disbursement Policy* is hereby adopted.

Dated this _____ day of _____, 2017.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Commissioners
cc: Auditor, Sustainable Development

Prepared by: A.J. Fyall

RURAL COUNTY CAPITAL FUND DISBURSEMENT POLICY

This Disbursement Policy, effective upon the date adopted by resolution by Benton County, governs the disbursements from the County's "Rural County Capital Fund" to the cities of Benton City, Kennewick, Prosser, Richland, and West Richland, all municipal corporations of the State of Washington (collectively, the "Cities"), the ports of Benton and Kennewick, each special purpose districts of the State of Washington (collectively, the "Ports"), for the purposes of funding capital improvement projects within those jurisdictions as allowed by state law.

RECITALS

WHEREAS, RCW 82.14.370 was initially adopted in 1997 to authorize certain qualified county legislative authorities to impose a "sales and use tax for public facilities in rural counties" at the rate of 0.04%, which through subsequent legislation was increased to the rate of 0.08% in 2000, and to the current rate of 0.09% in 2007; and,

WHEREAS, by Ordinance 332 (July 6, 1998), the County added a new chapter to Title 8 of the Benton County Code entitled "Distressed Area Sales and Use Tax", imposed the new .04% sales and use tax as allowed for by RCW 82.14.370, and created a new fund entitled "Distressed Area Capital Fund" for the deposit of revenues collected under the tax; and,

WHEREAS, by Ordinance 352 (August 2, 1999), the County raised the amount of the sales and use tax to .08% (effective January 1, 2000) as allowed by RCW 82.14.370, changed the name of the Title 8 in the Benton County Code to "Rural County Sales and Use Tax", and changed the name of the revenue receipt fund to "Rural County Capital Fund"; and,

WHEREAS, on May 8, 2000, the County adopted a *Rural County Capital Fund Disbursement Policy* outlining the policy and procedures for the disbursement of funds to the Cities and Ports, for revenue deposited into the Rural County Capital Fund (the "Fund") prior to August 1, 2001 (Resolution 00-202); and,

WHEREAS, the County and the Cities executed a *Debt Participation Agreement – Jail and District Court Expansion*, agreeing that all revenue deposited into the Fund after August 1, 2001, would be contributed in its entirety toward payment of debt service on the bonds used to fund the expansion of the Benton County Jail and District Court facilities, so long as the funds were needed to retire the bond debt (Resolution 00-233, June 5, 2000; recorded June 20, 2000); and,

WHEREAS, the County and the Cities amended and restated the original *Debt Participation Agreement – Jail and District Court Expansion*, but made no changes to the authorized use of the Rural County Capital Fund, which remained fully-dedicated to retirement of the bonds used to fund Jail and District Court expansion (Resolution 01-679, December 10, 2001; recorded January 3, 2002); and,

WHEREAS, by Ordinance 448 (June 27, 2007), the County raised the amount of the sales and use tax to .09% (effective August 1, 2007) as allowed by RCW 82.14.370; and,

WHEREAS, while said bonds are still outstanding the County now has sufficient funds reserved to pay the remaining debt service and no longer needs commitments from the Cities to assist with any potential funding shortfalls for repayment of the bonds; and,

WHEREAS, the County and the Cities therefore executed a *Termination of Amended and Restated Debt Participation Agreement for Jail and District Court Expansion* (Resolution 2016-596, recorded August 3, 2016), because sufficient debt-retirement funds have been transferred from the Fund into a bond payment reserve fund and because the County, the Cities, and the Ports wish to transition the use of the remaining balance of the Rural County Capital Fund and future deposits into it for other purposes in the community; and,

WHEREAS, after consultation with the Cities and the Ports, Benton County adopted allocation formulae (Resolution 2016-534, June 28, 2016) for the remaining Rural County Capital Fund balance as of March 31, 2016 and for accruals received after March 31, 2016; and,

WHEREAS, the County has created this *Rural County Capital Fund Disbursement Policy* to outline process and procedures for the management and disposal of a portion of the revenue from the Fund to the Cities and the Ports.

POLICY

A. Introduction, Background, & Purpose

The “Sales and Use Tax for Public Facilities in Rural Counties” was authorized by the Washington State Legislature, allowing the legislative authority of a ‘rural county’ – as defined by the State – to impose a sales and use tax in accordance with the law, as codified in RCW 82.14.370. The rate of tax may not exceed 0.09 percent of the selling price in the case of a sales tax, or value of the article used in the case of a use tax. If imposed, the tax must be deducted from the amount of tax otherwise required to be collected or paid over to the Department of Revenue. The Department of Revenue performs the collection of this tax on behalf of the county, and rebates the proper funds back to the county. Benton County deposits these funds into the “Rural County Capital Fund”.

The County has elected to share revenues in the Fund with the Cities and the Ports. This Policy sets forth the process and procedures by which the County may share such revenues.

The Cities and Ports are encouraged to consider joint projects and to use Rural County Capital Fund dollars to leverage additional resources in order to provide the greatest aggregate benefits for the Benton County region. The Cities and Ports may seek to access funds reserved for them per the formula described in **Section B** below; provided, Benton County, in its sole discretion, reserves the right to rescind this Policy or revise the allocation formula set forth below. Unless this Policy is rescinded or revised, the funds are cumulative year-over-year, applications are

accepted by the County on a continuous rolling basis with no deadlines, and the process is not competitive.

As the initial recipient of these funds, Benton County will strive to hold the Cities and the Ports accountable to the State and to the taxpayers for their expenditures. Thus, the County requires an application and approval process for project proposals and will review all proposals for consistency with State law. However, the Cities and the Ports must agree to indemnify the County when receiving these funds for any use of the funds for purposes not authorized under RCW 82.14.370.

B. Funding Allocations

1. Per Benton County Resolution 2016-534, adopted June 28, 2016, a portion of the Rural County Capital Fund balance of \$5,953,136.31 as of March 31, 2016, shall be set aside for possible distribution to the Cities and Ports as follows, unless and until that policy decision is changed by the County:

City of Benton City	\$ 553,582.15
City of Kennewick	\$ 913,359.94
City of Prosser	\$ 553,582.15
City or Richland	\$ 825,313.05
City of West Richland	\$ 553,582.15
Port of Benton	\$ 553,582.15
Port of Kennewick	\$ 553,582.15

2. Any tax revenue (not including interest thereupon) deposited into the Rural County Capital Fund after March 31, 2016, will be set aside per Benton County Resolution 2016-534, unless and until that policy decision is changed by the County.
3. At any time after adoption of this Policy, any of the Cities or Ports that have a project approved pursuant to **Section C** below and that reach a disbursement agreement with the County to define the parties' legal obligations may receive funds that have been set aside for them. Although a City or Port may become entitled to funds pursuant to the terms of such an agreement, the timing of payment of said funds to such City or Port will be determined by the County and will be reflected in the disbursement schedule portion of the agreement.

C. Project Approval and Disbursement of Funds

Oversight of the Rural County Capital Fund shall be the responsibility of the Sustainable Development Manager or other appropriate staff member as designated by the Benton County Board of Commissioners. The Sustainable Development Manager may employ a committee for review of project applications and will advise the Board of Commissioners regarding action on proposals. The Cities and the Ports may apply for funds, and the County shall review and act in its sole discretion upon such applications in a timely manner as described below:

1. Project Application and Approval
 - a. Step 1. Jurisdictions shall submit project(s) to the County using the application attached to this Policy (**Attachment 1**). The amount requested in the application(s) cannot exceed the existing fund balance set aside for that jurisdiction. Submissions shall include a scope of work, project schedule and milestones, and full funding and cash flow scheme demonstrating how and when funds from the Rural County Capital Fund are proposed to be used.
 - b. Step 2. Benton County shall review projects for all of the following:
 - i) Consistency with RCW 82.14.370 requirements. Projects must finance a “public facility” as defined in RCW 82.14.370, and be listed in at least one of the following:
 - Benton County Overall Economic Development Plan;
 - Benton County Comprehensive Land Use Plan – Economic Element; or
 - A city’s comprehensive land use plan.
 - ii) A demonstrated ability and plan to obtain adequate funding for completion of the entire project.
 - iii) Schedule and milestones for timely project completion.
 - iv) Anticipated benefits of the project, including but not limited to job creation/retention and increased industrial capacity.
 - c. Step 3. Benton County, in its sole discretion, takes action to approve or deny the application.
 - d. Step 4. If approved, Benton County and applicant jurisdiction execute a disbursement agreement reflecting the use of funds, project schedule and milestones, funding disbursement schedule, and the content of required annual status report(s).
 - e. Step 5. The Sustainable Development Manager, or other County official as designated by the Board of Commissioners, annually will review the project for consistency with the agreement at the beginning of each calendar year for as long as the project remains uncompleted (“active” status). If a project agreement is not being satisfied by a jurisdiction, the County has the option of discontinuing disbursements for that project. In order to receive the remainder of the allocation designated for a particular project, the jurisdiction would need to reach agreement with the County to amend the project agreement. If no such agreement can be reached, the jurisdiction is no longer entitled to the remainder of funds designated for the project at issue.
2. Cash Flow and Reimbursement. Disbursement of funds to the Cities and Ports from the Rural County Capital Fund will be done only on a reimbursable basis. Project proponents need to have self-financing in place to adequately cash-flow a project’s expenses either in whole or in phases such that after work has been completed the jurisdiction can then invoice the County under the terms of the agreement.

D. Banking and Termination

Each jurisdiction's designated set aside from the Rural County Capital Fund balance shall, less disbursements, carryover year-over-year without penalty, until June 30, 2026, unless this policy is earlier revised by the County.

E. County Administration Costs

It is recognized that the County will have ongoing administrative responsibilities pertinent to its oversight of the Rural County Capital Fund. The County shall be entitled to all interest accrued from the investment of the Rural County Capital Fund balance in order to offset these administrative costs. Said interest shall be deposited in the County's Current Expense Fund.

#

**BENTON COUNTY
RURAL COUNTY CAPITAL FUND
PROJECT APPLICATION FORM**

This form is available in a digital format for ease of completion and submittal.

Organization: _____

Contact: _____

Telephone: _____ **Email:** _____

Address: _____

Project Title: _____

Project Category: Transportation (Roads & Bridges) Energy Generation
 Domestic Water Facilities Transmission & Conveyance
 Industrial Water Facilities Earth Stabilization
 Sanitation & Sewer Telecommunications
 Buildings & Structures Port Facilities
 Other: _____

Project Description: Please describe the project briefly, but with the essential details. Include location (attach vicinity map), describe how the project will be managed, and list any partnerships or other forms of leveraged monetary, logistical, administrative, or other support.

Is the Project named in City/County/Port Comprehensive Plan? Yes No

Is the Project named in the Benton County Overall Economic Development Plan? Yes No

Note: To ensure compliance with RCW 82.14.370, all projects submitted to the County will be included in the updated Benton County Overall Economic Development Plan, revised annually.

Project Schedule & Budget

Estimated proposed project schedule, expenditures, and sources of funds.

Project Begin Date: _____ **Completion Date:** _____

Project Budget: _____ **Contingency?:** _____

Project Funding Sources: Proponent’s Own Funds: _____

Other Leveraging Sources: _____

Benton County RCCF: _____

Project Budget & Schedule Detail:

PROJECT PHASES	START DATE	FINISH DATE	RCCF FUNDS REQUESTED	OTHER FUNDS IN-HAND	SOURCE(S) OF OTHER FUNDS
SUB-TOTALS			1	2	
TOTAL PROJECT COST			1+2		

Rural County Capital Fund assistance is on a reimbursable basis. The proponent must be able to cash-flow work on the project either in whole or in phases. The proponent shall invoice the County not more than once per month for those expenses eligible for Rural County Capital Fund assistance to the extent that such costs are directly attributable and properly allocable to the project.

Project Anticipated Benefits

What are the anticipated outcomes of this project with respect to the criteria identified below?

Please answer concisely in narrative form, supported with defensible estimates and projections. This is not a competitive application. The intent is to demonstrate that the project meets with the “economic development purposes” intended by the Legislature in its development of RCW 82.14.370 and our local economic development goals, not to weigh the merits of multiple projects against each other.

Jobs

- Estimated *new* jobs to be created? What mix/types of new jobs?
- Estimated retention of *existing* jobs?

Diversification

- Would the project help to expand the palette of Tri-Cities business and industry? How would it help to develop new sectors to better balance the local and regional economy, making it less anchored in, reliant upon, and responsive to traditional economic sectors?

Tax Revenue Generation

- Estimate and discuss tax revenue generation from expanded business or trade (sales, property, business & occupation taxes, etc.).

Sustainability

- Does the project utilize existing abandoned, derelict, or otherwise underutilized land, buildings, or other infrastructure?
- What are the long-term prospects for success of the project's intended beneficiaries?
- What is the project's impact on resource consumption?
- Discuss other potential environmental impacts.

Incidental & Other Benefits

- Does the project have a likelihood to incubate or spin-off other businesses into the future that may not be intended or foreseen now?
- Will the project support additional prestige, cultural, recreational, tourism, or other experiential opportunities aside from the intended direct economic benefits?

Submitted by:

Agency: _____

Date: _____ By: _____

Title: _____

Submit to: Benton County Commissioners Office
% Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336
commissioners@co.benton.wa.us

2007

RESOLUTION

0 202

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 99-583 AND ADOPTING A REVISED RURAL COUNTY CAPITAL FUND POLICY

WHEREAS, the Board of Benton County Commissioners created a Rural County Capital Fund Committee to review and evaluate capital project proposals that promote economic development, and make recommendations to the Board of Benton County Commissioners for funding;

WHEREAS, the Committee recommended a draft policy to the Board for consideration and the Board adopted this recommendation by Resolution 99-583;

WHEREAS, since adoption of Resolution 99-583 the Board has determined the Rural County Fund would be an appropriate funding source to satisfy debt service on bonds expected to be issued for jail and courts construction/expansion;

WHEREAS, the Board has further determined revenue deposited into the Rural County Capital Fund between August 1, 1999 and July 31, 2001 should be dedicated for economic development capital projects consistent with requirements and procedures in the attached Rural County Capital Fund Disbursement Policy. **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners rescinds Resolution 99-583 and hereby adopts the attached Rural County Capital Fund Disbursement Policy.

Dated this 8th day of May, 19 2000

M. E. Benitz
Chairman of the Board.

Leo M. Bouman
Member.

Claude R. Olson
Member.

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

Attest: Jeri Lynn Cabbage
Clerk of the Board

PERFECT PRINTING, PROSSER

CC: File, Auditor, Sustainable Development, Public Works, P. A., Cities, Ports
(policy book)

**RURAL COUNTY CAPITAL FUND
DISBURSEMENT POLICY**

A. Funding Allocations

1) Funds received and deposited into the Rural County Capital Fund between August 1, 1999 and July 31, 2001, will be allocated and disbursed as follows for projects approved as set forth in this policy:

a) At any time after August 1, 2000, each of the following jurisdictions that have a project approved pursuant to section C. below shall be entitled to receive 12.5% of the funds received from the State of Washington and deposited into the Rural County Capital Fund between August 1, 1999, and July 31, 2000: Benton County; Prosser; West Richland; Benton City; Richland; Kennewick; Port of Benton and Port of Kennewick.

b) At any time after August 1, 2001, each of the above referenced jurisdictions that have a project approved pursuant to section C. below shall be entitled to receive 12.5% of the Funds received from the State of Washington and deposited into the Rural County Capital Fund between August 1, 2000, and July 31, 2001.

c) Although a jurisdiction may become entitled to funds pursuant to a) or b) above, the timing of the payment of such funds to such jurisdiction is determined by the County and will be reflected in a disbursement schedule adopted pursuant to section C. below.

2) Funds received from the State of Washington and deposited into the Rural County Capital Fund after July 31, 2001, will be used to satisfy debt service on bonds expected to be issued for jail and courts construction/expansion. If the County determines at any time that all of such funds are not necessary for debt service payments, the County will at that time determine how such funds should be utilized and allocated.

B. Partnership/Leveraging

Jurisdictions are encouraged to consider joint projects and to use funding to leverage additional resources to provide the greatest benefits for the Benton County region.

05/08/00

C. Project Approval and Disbursement of Funds

- Step 1 Jurisdictions shall submit project(s) to Benton County using the attached application by June 15, 2000 for funding from the August 1, 1999 through July 31, 2000 revenues and by May 15, 2001 for funding from the August 1, 2000 through July 31, 2001 revenues. Submissions shall include scope of work, projected project milestones and cash flow demonstrating how and when Rural County Funds are to be used.
- Step 2 Benton County reviews project(s) for:
- a) Consistency with RCW 82.14.370 requirements. Project must finance a "public facility" as defined in RCW 82.14.370 and be listed in one of the following:
 - Benton County Overall Economic Development Plan
 - Benton County Comprehensive Land Use Plan, Economic Element
 - A city's Comprehensive Land Use Plan
 - b) A demonstrated ability and plan to obtain adequate funding for the completion of the project.
 - c) Schedule and milestones for timely project completion.
 - d) Anticipated benefits of project including but not limited to job creation/retention and increased industrial capacity.
- Step 3 County takes action to approve or deny application.

05/08/00

- Step 4 Jurisdiction and County execute agreement reflecting use of funds, project deadlines, funding disbursement schedule and content of required annual status report.
- Step 5 The County Sustainable Development Manager (or another County official as designated by the Board of Benton County Commissioners) performs an annual review of the project for consistency with the agreement. If an agreement is not being satisfied by a jurisdiction, the County has the option of discontinuing distributions for that project. In order to receive the remainder of allocation for a particular year, the jurisdiction would need to reach agreement with the County on amendment to agreement. If no such agreement is reached, the jurisdiction is no longer entitled to the remainder of its allocation from funds for the particular year in question.

D. Banking

If a jurisdiction does not anticipate funding needs for a project or projects as of June 15, 2000 and/or May 15, 2001, it may request by such dates that its annual allotment for one or both of the following twelve (12) month period be set aside for later use by that jurisdiction. No allotment shall be banked beyond August 1, 2004. At any time between June 16, 2000 and May 15, 2004, such a jurisdiction may submit the above referenced application to use such set aside funds for review by the County as described above. Upon review and approval by the County, the jurisdiction shall be entitled to its set aside amount, to be disbursed according to the disbursement schedule adopted pursuant to section C. above. If a jurisdiction does not submit an application by May 15, 2004 to use all set aside funds, that jurisdiction loses any claims to such set aside funds. The County may then use its discretion as to how to use such funds in compliance with state law.

E. County Administration Costs

It is recognized the County will have ongoing administrative responsibilities for reviewing projects, setting up agreements with jurisdictions, managing and disbursing revenue, and

05/08/00

reviewing project progress. The County shall be entitled to any interest accrued from the Rural County Capital Fund to offset these administrative costs. Interest shall be deposited in the County Current Expense Fund.

Attachment - Application Form

05/08/00

BENTON COUNTY
RURAL FUNDING CAPITAL PROJECT
APPLICATION FORM

Organization: _____

Contact Person: _____ Telephone: _____

Address: _____

Project Title: _____

Please indicate the type of project below:

- | | |
|--|---|
| <input type="checkbox"/> Bridge | <input type="checkbox"/> Natural gas |
| <input type="checkbox"/> Roads | <input type="checkbox"/> Buildings |
| <input type="checkbox"/> Domestic water facility | <input type="checkbox"/> Structures |
| <input type="checkbox"/> Industrial water facility | <input type="checkbox"/> Telecommunication infrastructure |
| <input type="checkbox"/> Sanitary sewer facility | <input type="checkbox"/> Transportation infrastructure |
| <input type="checkbox"/> Earth stabilization | <input type="checkbox"/> Commercial infrastructure |
| <input type="checkbox"/> Storm sewer facility | <input type="checkbox"/> Port facility |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Electricity | (Please Specify) |

Project Description (Attach Vicinity Map): _____

Project listed in City Comprehensive Land Use Plan Yes ___ No ___

Benton County Overall Economic Development Plan: Yes ___ No ___

(Note: to ensure compliance with RCW 82.14.370, all projects submitted to the county will be included in an updated Benton County Overall Economic Development Plan)

Project Budget/Schedule:

Estimate proposed expenditures, estimated project schedule and sources of funds for the project.

Project Phase	Start Date	End Date	Rural Funds Requested	Other Funds*	Source of Other Funds	Disbursement Date
Banking						

Project Phase	Start Date	End Date	Rural Funds Requested	Other Funds*	Source of Other Funds	Disbursement Date
Planning						
Engineering & Design						
Environmental Process						
Total PE						
Property Acquisition						
Other Right-of-Way Costs						
Total ROW						
Construction						
Total Const.						
Sub-Total			1	2		
Total Project Cost			1+2			

(*Note: If applicant's partner(s) is/are contributing their Rural Funds to the project, please list amount in "Other Funds" and identify source as (Agency Name) Rural Funds)

The applicant agency shall submit vouchers to the County not more than once per month for those costs eligible for Rural Funding to the extent that such costs are directly attributable and properly allocable to this project.

Anticipated Benefits

What are the anticipated outcomes of this project with respect to the criteria identified below?

Economic development criteria may be demonstrated with 1) direct jobs created and/or retained as a result of the improvement; or 2) prospective (future) jobs anticipated to be created as a result of the improvement.*

*(Note: *Retained jobs are defined as jobs that would otherwise be lost to the county as a whole, not merely the community the jobs reside in)*

Benefited Businesses

	Business One	Business Two	Business Three
Business Name			
Business Type			
Will Business Expand Operations?			
Estimated New Private Capital Investment Because of Improvement	\$	\$	\$
Existing Jobs (in FTEs)			
Estimated New Jobs Created (in FTEs) Because of Project			
Estimated Jobs Retained* in the County Because of Improvement			
Estimated Tax Revenue Generated by Expanded Business (sales, property, B&O)	\$	\$	\$

(Note: FTE = Full Time Equivalency. Calculate seasonal or part-time employees in full-time equivalencies)

75

Explain how the project will help meet other economic development goals such as diversify local economy, improve quality of life, etc.

Submitted by:

Agency: _____

Date: _____ By: _____

(Name/Title)

Submit to: Benton County Public Works
Attn: Heath Mellotte
P.O. Box 1001
Prosser, WA 99350-0954

Rural County Capital Fund - 2 Year Forecast

YEAR 1	Revenue Actual/Forecast	% Sales and Use Tax *
Aug-99	\$ 60,915.55	0.04%
Sep-99	\$ 66,445.19	0.04%
Oct-99	\$ 73,798.56	0.04%
Nov-99	\$ 66,529.36	0.04%
Dec-99	\$ 63,239.16	0.04%
Jan-00	\$ 51,684.00	0.04%
Feb-00	\$ 75,173.60	0.04%
Mar-00	\$ 99,841.16	0.08%
Apr-00	\$ 120,000.00	0.08%
May-00	\$ 120,000.00	0.08%
Jun-00	\$ 120,000.00	0.08%
Jul-00	\$ 120,000.00	0.08%
Subtotal	\$ 1,037,626.58	

Total Year 1	\$ 1,037,626.58
Yr. 1 Jurisdiction Share (12.5%)	\$ 129,703.32

YEAR 2	Revenue	
Aug-00	\$ 130,000.00	0.08%
Sep-00	\$ 130,000.00	0.08%
Oct-00	\$ 130,000.00	0.08%
Nov-00	\$ 130,000.00	0.08%
Dec-00	\$ 130,000.00	0.08%
Jan-01	\$ 130,000.00	0.08%
Feb-01	\$ 130,000.00	0.08%
Mar-01	\$ 130,000.00	0.08%
Apr-01	\$ 130,000.00	0.08%
May-01	\$ 130,000.00	0.08%
Jun-01	\$ 130,000.00	0.08%
Jul-01	\$ 130,000.00	0.08%
subtotal	\$ 1,560,000.00	

Total Year 2	\$ 1,560,000.00
Yr. 2 Jurisdiction Share (12.5%)	\$ 195,000.00

Total Year 1 and 2	\$ 2,597,626.58
--------------------	-----------------

Total Jurisdiction Share (Yr. 1 and 2)	\$ 324,703.32
--	---------------

Projection

* Revenue typically comes to county two months after collection

Benton County Gang & Crime Prevention Initiative

2016 Year-End Report



Human Trafficking Survivor Services

(Mirror Ministries)

“Since its inception, Mirror Ministries has been a vibrant and robust advocate for the prevention and intervention of human trafficking.”

► 2016 Year End Report:

- 38 victims and survivors identified and served by a Mirror Ministries advocate – approx. half of these were affiliated or victimized by Benton County Gangs
- Human Trafficking Awareness/Education/Training: 9 schools, 40 businesses, 22 agencies
- Presentations to a dozen local organizations (i.e. Rotaries, Kiwanis, etc.)
- Hosted awareness training to the community at booths in various events throughout the community
- Worked closely with various local agencies to identify human trafficking victims
- Victim statements were given to police and charges are being pressed in multiple cases – 1 federal trial was completed and the trafficker was sentenced
- 3 victims have begun college, youth have been connected with mentors, healthy babies were born, and young parents were connected with parenting classes and resources

► Upcoming Budget:

- 2017: \$33,000 (75% of requested budget)
- 2018: \$33,000 (75% of requested budget)



Kiona-Benton Crime Prevention Program

(Kiona-Benton City School District)

“The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County.”

► 2016 Year End Report:

- September 2016: Student Support Specialist hired (located at Kiona-Benton City High School)
- October 2016: Established “Heather’s Pantry” – a homeless student resource and supply system that includes food, clothing, and school supplies for students who are homeless or in need (established through local donations)
- November 16, 2016: Kiona-Benton City High School in partnership with Strong Families (parenting class program) provided an introduction and dinner to over 50 parents. A 7-week, 13-session program will begin Spring 2017
- A formal contract has been entered with Educational Service District 123 to bring the Open Doors program to the high school, allowing youth ages 16-21 who have dropped out or are at risk of dropping out to work toward a GED

► Upcoming Budget:

- 2017: \$44,127.20
- 2018: \$33,682.31 (75% of requested budget)



Prosser Teen Program Investment

(Boys & Girls Club of Benton and Franklin Counties)

Prosser Teen Program Investment would “support the expansion of the Teen Program at the Prosser Park Branch...providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.”

► 2016 Year End Report:

- August 2016: 38 members by 8/1, 41 members by 8/31 (average daily attendance of 22 members)
- Year-end enrollment: 66 members grade 6-12 (average daily attendance of 22 members Sept-Dec)
- New kitchen appliances and furniture purchased – teens prepare healthy, fresh snacks daily
- Members participate in cooking classes and prepare snacks for younger members and staff
- Flag Football Club held after school – community members participated with club members
- Club hosted Monday Night Football events and after-school events for community and club members

► Upcoming Budget:

- 2017: \$90,000



Overnight Emergency Youth Shelter

(Safe Harbor/My Friends Place)

“The goal of My Friends Place Overnight Emergency Youth Shelter is to help young people avoid or leave the streets by re-uniting families, supplying survival necessities, finding safe homes, teaching self-sufficiency, and offering hope and support.”

► 2016 Year End Report:

- 104 hours of tutoring, 23 overnight youth, 42 drop-ins, 32 pairs of shoes, 60 bus passes, 42 hygiene kits, 88 outfits, and 5020 hot meals served.
- A total of 15 males and 8 females have been housed in the Youth Shelter since August 2016, of which: 92% American Citizens and 8% immigrants
- Two youths identified themselves as gang members, six were believed to be gang affiliated
- Five youths were brought by Juvenile Justice staff, one sex-trafficked girl
- 19 youths enrolled in school, five placed in GED program, one has graduated from GED program and another has entered the Job Corps
- 54% of youth were returned home, 35% were able to move into a rental, and 11% found jobs

► Upcoming Budget:

- 2017: \$51,000
- 2018: \$52,020



Nurse Family Partnership (NFP) Program

(Benton-Franklin Health District)

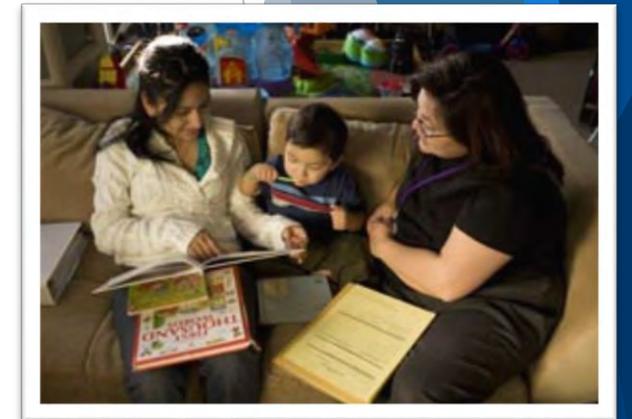
“Nurse Family Partnership is a maternal and early childhood health program that fosters long-term success for first-time moms, their babies and society.”

► 2016 Year End Report:

- June 2016: Signed agreement with Benton County
- Began extensive advertising and recruitment for Nurse Home Visitors and Data Entry Clerk positions
- Hiring, training, orientation for Data Entry Clerk and one Nurse Home Visitor
- Nurse Home Visitor began enrolling clients November 24, 2016
- Currently pending offer for the second Nurse Home Visitor position
- 28 referrals in November and December 2016 – 7 families enrolled, 15 home visits completed
- Client mean age is 19 (range from 15-26 years old)
- First baby is due at the end of February

► Upcoming Budget:

- 2017: \$309,570.00
- 2018: \$315,761.40



New 2017-2018 Programs

Building Resilience Through Family Support (Partners for Early Learning)

► Summary:

Partners for Early Learning will provide home visitor support to high-risk families with young children (ages birth-5) in high-poverty areas within Richland School District. It is designed to build resilience within the family, mitigate toxic stress, promote school readiness, and connect families to much-needed resources; thus decreasing gang involvement and future crime and incarceration.

► Upcoming Budget:

- 2017: \$44,860.00
- 2018: \$33,412.50 (75% of requested budget)

Step-Up Program (Chaplaincy Health Care)

► Summary:

Step-Up is a nationally recognized adolescent-family violence intervention program originally developed and implemented in King County, Washington. Step-Up is designed to address youth violence and controlling behavior toward family members and to be an instrument for crime and gang prevention. It is a skills-based and restorative practice group intervention for youth and their parents.

► Upcoming Budget:

- 2017: \$15,000.00
- 2018: \$15,000.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date: 1-31-2017</p> <p>Subject: The use of 2163 Funds for a Mental Health Housing Program administered by the Department of Human Services</p> <p>Prepared by: Shela Berry, Program Specialist-DHS</p> <p>Reviewed by: Kyle Sullivan, Administrator-DHS</p>	<p>Execute Agreement _____</p> <p>Pass Resolution _____</p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>	<p>Consent Agenda _____</p> <p>Public Hearing _____</p> <p>1st Discussion <u> X </u></p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to implement a Mental Health Housing Program for individuals/families that are suffering from severe mental illnesses and experiencing homelessness. This will be a permanent supportive housing program with a housing first model. This program was developed to help obtain the Counties goal of ending homelessness.

COORDINATION

Kyle Sullivan, DHS
Shela Berry, DHS

SUMMARY

Award: \$249,288.00
Period: Jan 2017 – Dec 2018
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

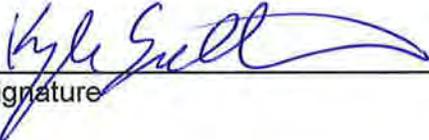
- Approve use of the 2163 Benton County funds for the Mental Health Housing Program

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of \$249,288.00

MOTION

To approve the use of the 2163 Benton County funds for the Mental Health Housing Program.



Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF APPROVING THE USE OF THE 2163 FUNDS FOR A PERMANENT SUPPORTIVE HOUSING PROGRAM ADMINISTERED BY BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS IN ACCORDANCE WITH RESOLUTION NO. 2012-084

WHEREAS, Benton and Franklin Counties Department of Human Services would like to add a Mental Health Housing Program for Benton County homeless residents that are engaged in mental health services; and

WHEREAS, the program will be funded by the Homeless Housing Fund 0154101 per Resolution No. 2012-084; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed use of the Homeless Housing Fund; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, this Resolution authorizing the Department of Human Services to use the Homeless Housing Fund for the Permeant Supportive Mental Health Housing Program in accordance with Resolution No. 2012-084, to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan to reduce homelessness.

Dated thisday of , 2017

Chair

Member

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

Attest: _____
Clerk of the Board

Mental Health Permanent Supportive Housing Program

Benton and Franklin Counties Department of Human Services Mental Health Housing Program is designed for individuals with severe mental health disorders that are engaged in mental health services and are homeless. Applicants are referred from CES (Coordinated Entry Systems) or a Mental Health Agency. A housing first model along with case management services will be implemented. The goal of the program is to assist households in obtaining and maintaining permanent housing but to also assist these households in securing public housing assistance if possible.

Requirements for the Program:

- Individuals must be a resident of Benton County
- Adult household member must be engaged in services with a certified mental health agency
- Must be determined homeless upon program entry
- Must have letter from Mental Health agency stating they are engaged in services
- Household will be required to pay up to 30% of their monthly income directly to the landlord
- Must meet eligibility requirements (Below 30% AMI for all households)
- Must submit all necessary documentation prior to housing services
- Must be willing to participate in case management planning and meeting goals and objectives
- Must meet with housing case manager on a regular basis or upon request
- Must seek and secure housing within sixty (60) days of program entry
- Must be proactive in the housing search
- Must practice a clean and sober living

- Client must update case manager of any income changes or household size changes

Annual Budget Requested:

Item and Narrative	Computation	2163 Request
DIRECT SERVICES		
Application Fee	15 Households with an average application fee of \$40.00 X 2	\$1,200.00
Rental Assistance	15 Households at an average \$450.00 per month	\$81,000.00
Security Deposits	15 Households at \$687.00 (FMR for one- bedroom)	\$10,305
Utility Deposits	15 Households at \$200.00 one time	\$3,000.00
Bus Passes	15 X 25.00	\$375.00
Total Direct Services		\$95,880.00
PROGRAM OPERATIONS: Case Management, Data Entry, Inspections, Administration etc.	30% of Direct Services	\$28,764.00
Total One Year		\$124,644.00
Total Two Year		\$249,288.00

RESOLUTION

BENTON COUNTY RESOLUTION NO. 2012-084

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

RE: A RESOLUTION SUPPORTING BENTON FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES TO PROVIDE SERVICES OR ACTIVITIES NECESSARY TO MEET THE GOALS OF REDUCING HOMELESSNESS THROUGH THE BENTON COUNTY HOMELESS HOUSING AND ASSISTANCE PROGRAM

WHEREAS, Benton Franklin Counties Department of Human Services will assist Benton County with meeting the goals of the Ten-Year Homeless Housing Plan to reduce homelessness; and

WHEREAS, the Benton County Homeless Housing and Assistance Program will serve County homeless residents, who have resided in Benton County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements; and

WHEREAS, the Benton County Homeless Housing and Assistance Program will provide services or activities necessary to meet the goals of reducing homelessness; NOW THEREFORE,

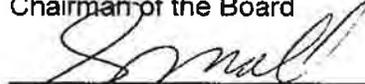
BE IT RESOLVED, that the Benton Franklin Counties Department of Human Services is authorized to voucher the Benton County Auditor's office to make such payments necessary for the disbursement of reasonable costs associated with program implementation for the Homeless Housing Fund 0154.101, and

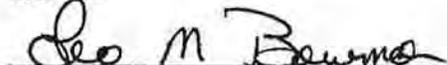
BE IT FURTHER RESOLVED, that vouchers for direct reimbursement to the Benton Franklin Counties Department of Human Services must receive approval from the Commissioners' Office before being submitted to the Benton County Auditor's Office; and

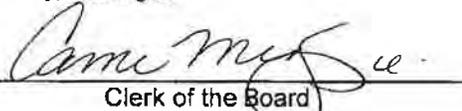
BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign and support this resolution, for Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of reducing homelessness through the Benton County Homeless Housing and Assistance Program.

Dated this 7 day of Feb 2012


Chairman of the Board


Member


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

Attest: 
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 31, 2017</u>	Execute Contract	_____
Subject: <u>Boat Safety Grant</u>	Pass Resolution	<u> X </u>
<u>Application</u>	Pass Ordinance	_____
Prepared by: <u>L. Small</u>	Pass Motion	_____
Reviewed by: <u>Ryan Lukson</u>	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	<u> X </u>
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Benton County Sheriff’s Office is requesting authorization to submit the applications of the Request for Federal Financial Assistance Grant and Boating Safety Program Approval and the Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program for consideration of grant funding in the amount of \$15,414.19 to offset the cost of marine law enforcement hours for patrol, vessel inspections, education, training, and equipment.

The grant amount allotted for Benton County is \$15,414.19, with a 50% match requirement of the 2016 allocated Benton County Vessel Registration Fees, which the State has collected during the State FY 2015 (July 2014 - July 2015); which is over \$25,000.

RECOMMENDATION

The Benton County Sheriff’s Office recommends applying for said grant funding to help offset the expenditures for the Boat Safety Program.

APPROVED AS TO FORM

Ryan Lukson

FISCAL IMPACT

Federal grant funding coming into the County, with a 50% match requirement. The projected expenditures for two (2) 2017 Benton County Marine Coordinator Position are \$94,041, which exceeds the 50% match requirement. This grant and projected expenditures were approved during the 2017/18 budget process; therefore, no budget adjustment consideration is needed.

MOTION

Board hereby authorizes the Benton County Sheriff to sign and submit the applications of the Request for Federal Financial Assistance Grant and Boating Safety Program Approval, and the Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program for consideration of grant funding in the amount of \$15,414.19, to offset the cost of marine law enforcement hours for patrol, vessel inspections, education, training, and equipment.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZATION TO APPLY FOR FUNDING FROM WASHINGTON STATE PARKS & RECREATION COMMISSION FOR 2017 MARINE PATROL FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM AND BOATING SAFETY PROGRAM APPROVAL

WHEREAS, the Benton County Sheriff's Office received notification from the Washington State Parks and Recreation Commission that funding was available through the 2017 Marine Patrol Federal Financial Assistance Grant Program for the Recreational Boating Safety Program; and

WHEREAS, it is the intent of the legislature to increase boat registration fees in order to provide additional funding to local government for boating safety enforcement and education programs; and

WHEREAS, the grant funds are to be used for enforcement, education, training, and equipment for recreational boating safety; and

WHEREAS, the grant amount allotted for Benton County is \$15,414.19, with a 50% match requirement of the 2016 allocated Benton County Vessel Registration Fees, which the State has collected during the State FY 2015 (July 2014 - July 2015); and

WHEREAS, the projected expenditures for two (2) 2017 Benton County Marine Coordinator Positions is \$94,041, which exceeds the 50% match requirement; and

WHEREAS, the Benton County Sheriff recommends applying for said grant funding to help offset the expenditures for the Boat Safety Program; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the applications and authorizes the Benton County Sheriff to sign the attached Request for Federal Financial Assistance Grant and Boating Safety Program Approval and the Washington State Parks & Recreation Commission 2017 Marine Patrol Federal Financial Assistance Grant Program to be submitted for consideration for grant funding in the amount of \$15,414.19 for the Recreational Boating Safety Program.

Dated this _____ day of _____, 2017

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, WA St. Parks & Rec. Commission

Prepared by: L. Small

Washington State Parks
& Recreation Commission



Request for
Boating Safety Program Approval

Request For Boating Safety Program Approval

Submitted by:

Benton County Sheriff's Office

(Applicant)

To Washington State Parks & Recreation Commission

Contents

This application for Boating Safety Program Approval consists of this request form, the Boating Safety Program Description and any attachments to it, and any other addenda, or amendments approved by the Director under the authority of RCW 39.34 Interlocal Cooperation Act as authority to enter into this agreement.

Statement of Purpose

RCW 79A.60.010 states, in part:

"...It is also the intent of the legislature to increase boat registration fees in order to provide additional funds to local governments for boating safety enforcement and education programs. The funds are to be used for enforcement, education, training, and equipment, including vessel noise measurement equipment. The legislature encourages programs that provide boating safety education in the primary and secondary school system for boat users and potential future boat users. The legislature also encourages boating safety programs that use volunteer and private sector efforts to enhance boating safety and education."

RCW 79A.60.510 states, in part:

"...The legislature finds that there is a need to educate Washington's boating community about safe and responsible actions on our waters and to increase the level and visibility of the enforcement of boating laws. To address the incidence of fatalities and injuries due to recreational boating on our state's waters, local efforts directed towards safe boating must be stimulated. To provide for safe waterways and public enjoyment, portions of the watercraft excise tax and boat registration fees should be made available for boating safety and other boating recreation purposes."

RCW 88.02.040 states, in part:

"...Fees for vessel registrations collected by the director shall be deposited in the general fund: PROVIDED, that any amount above one million one hundred thousand dollars per fiscal year shall be allocated to counties by the state treasurer for boating safety/education and law enforcement programs. Eligibility for such fee allocation shall be contingent upon approval of the local boating safety program by the State Parks & Recreation Commission. Fund allocation shall be based on the numbers of registered vessels by county of moorage."

Statement of Required Assurances

Chapter 352-65 WAC requires that each county or local jurisdiction requesting approval of its boating safety program make the following assurances. The county or local jurisdiction will:

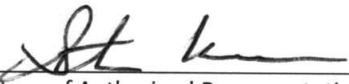
1. Operate the boating safety program throughout its scheduled season(s) in compliance with minimum program requirements now or hereafter specified in WAC 352-65-040;
2. Established and deposit allocated funds into an account as required by RCW 88.02.045, that is dedicated solely for supporting the jurisdiction's boating safety program activities as specified in WAC 352-65-040;
3. Submit to State Parks a copy of any audit which discloses disallowed or questioned costs, and resolve to State Park's satisfaction any findings pertaining thereto;

- 4. Enforce boating safety equipment, vessel operation, noise level, and registration laws as specified in Title 88 RCW, *Navigation and Harbor Improvements*, RCW 79A.60 *Regulation of Recreational Vessels*, rules adopted by State Parks, and as specified in local rules or ordinances;
- 5. For counties only; equitably distribute state allocated funds to all eligible jurisdictions within seventy-five days of the allocation from the State Treasurer's Office, and notify State Parks of the amount distributed to each eligible jurisdiction;
- 6. For cities only; enter into a cooperative agreement with the county for annual, equitable distribution of allocated vessel registration fees.

The applicant must advise State Parks in writing of any material change to its boating safety program, so that compliance with the above required assurances, including minimum program requirements, may be assessed.

Certification

By this signature, applicant, through its authorized representative, certifies that it has read and understands the above *Statement of Required Assurances*, and hereby makes the required assurances and agrees to be bound thereby. Applicant understands that failure to act consistent with one or more required assurances, or failure to advise State Parks of material changes to its boating safety program, may be cause for revocation of the Commission's approval of the Applicant's boating safety program.



 Signature of Authorized Representative Date
Steven Keane, Sheriff

Approval

 Director, Washington State Parks & Recreation Commission Date