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

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

REVISED
AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, December 22, 2015
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Approval of Minutes

- **December 15, 2015**

Review Agenda

Consent Agenda

Human Services

a. Agreement w/Safe Harbor Crisis Nursery for Ten-Year Homeless Housing Plan
b. Agreement w/Community Action Committee for Ten-Year Homeless Housing Plan
c. Agreement w/River of Life Metropolitan Community Church for Ten-Year Homeless Housing Plan
d. Agreement w/River of Life Metropolitan Community Church for Young Adult Renters Program

Juvenile

e. Agreement w/State of WA, Administrative Office of the Courts for Court Interpreter Funding

Office of Public Defense

f. Agreement w/E Scott for Superior Court Indigent Defense Services
g. Amended Agreement w/Central WA Investigations as Public Defense Investigator

Parks

h. Purchase Authorization of All-Terrain Maintenance & Utility Vehicle From RideNow Powersports

Personnel

i. 2016 Holidays & Hours of Business
j. Contract w/Penser North America, Inc. for Self-Insured Workers' Compensation
k. Contract w/Proclaim Inc. for Unemployment Management
l. Power of Attorney w/Employment Security Dept for Unemployment Management Services

Planning

m. Amended Contract w/The Watershed Company to Review & Update Benton County Critical Areas Ordinance Project; Amending Resolution 2015-533

Prosecuting Attorney

n. Agreement w/County & WA State Council of County & City Employees, Representing Appraisers Union

Public Works

o. Agreement w/WA State Department of Ecology for Coordinated Prevention Grant
p. Equipment Rental Rates for 2016

q. Vacation and Abandonment of Unimproved Right of Way
r. Contract w/Solid Structures LLC for Storage Sheds Construction
s. Amended Contract w/Waltek II, Inc. for Material Sampling and Testing Services
t. Purchase of Two Mower Attachments from Alamo Sales Corporation

Sheriff

u. Contract w/Chong Bak dba Columbia Cleaners for Dry Cleaning & Laundry Services
v. Contract w/Keefe Commissary Network, LLC for Inmate Commissary Services
w. Contract w/Kim, LLC dba Tower Plaza Cleaners & Laundromat for Dry Cleaning Services
x. Contract w/Universal Protection Service for Unarmed Security Guard Services

Sustainable Development

y. Contract w/Benton City Economic Development Council for Economic Development Services
z. Contract w/Prosser Economic Development Association for Economic Development Services

Public Hearing

Short Plat Vacation SPV 2015-006 ~ R.J. Lott

Scheduled Business

Moderate Risk Waste Facility Update ~ G DeJongh

City of Prosser's Corporate Boundary Discussion ~ M Rasmussen

Unscheduled Visitors
Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Tuesday, December 15, 2015, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

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; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; GIS Manager Mary Phillips; Treasurer Duane Davidson; Assessor Bill Spencer; Erhiza Rivera, Treasurer's Office; Taylor Ranger, Auditor's Office; Robert Blain, Road Dept.; District Court Judges Katy Butler and Terry Tanner.

Approval of Minutes

The Minutes of December 8, 2015 were approved.

Review Agenda

Item "n" was pulled from the consent agenda.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "w" pulling "n" (WA State Dept. of Ecology Agreement). Commissioner Beaver seconded and upon vote, the Board approved the following:

Commissioners

a. Line Item Transfer, Fund No. 0000-101, Dept. 107
b. Line Item Transfer, Fund No. 0000-101, Dept. 115
c. Line Item Transfer, Fund No. 0305-101, Dept. 000
d. Authorization to Transfer from the Justice Center Bond, Fund No. 0299-101, Dept. 000
e. Bi-County Non-Bargaining Contribution for Insurance Benefits to Human Services, Juvenile Justice and Superior Court
f. Reappointment of C Gray to Benton County Mosquito Control Board

District Court

g. Line Item Transfer, Fund No. 0000101, Dept. 111
h. Contract w/A Uvalle for Interpreter Services
i. Contract w/M Rudeen for Interpreter Services
j. Purchase of Law Books from Thomson Reuters – West
k. Agreement w/State of WA Administrative Office of the Courts for Interpreter Expenses

Human Services

l. Amended Grant w/WA State Department of Commerce for Consolidated Homeless Grant

Juvenile

m. Contract w/Lutheran Community Services for Mental Health Assessments

Public Works

o. Agreement w/Yakima County for Bridge Inspection Services
p. Purchase of Diesel Exhaust Fluid System From Coeur D'Alene Service Station Equipment
q. Addendum Agreement w/Guardian Security Systems Service for Alarm System
r. Purchase of Four Ford Escapes from Columbia Ford
s. Contract Extension w/Stantec Architecture, Inc for Maintenance Facility

Sheriff

t. Memorandum of Understanding w/US Marshal – Eastern District of WA for Law Enforcement Operations
u. Surplus of Personal Property

Superior Court

v. Agreement w/State of WA Administrative Office of the Courts

Treasurer

w. Contract Extension w/Bid4Assets, Inc for Online Foreclosure Property Sale

Council of Governments - Discussion

Grant Baynes, Executive Director for Senior Life Resources, provided some information to the Board regarding the Council of Governments for the Area Agency on Aging organization. He said there was a lot of collaborative work out there and he felt that Benton County should be involved with the advisory council to set policies and have a voting voice for the constituency. He was specifically concerned about the utilization of fund balance for specific needs. He said it was important and there was too much at stake for Benton County not to be involved.

Chairman Delvin said the group had been operating for one year now and he asked about the formation of a non-profit but Mr. Baynes said that had not been done.

Commissioner Small said the issue was reviewed by the PA and a non-profit was recommended. He said Lori Brown had indicated they would be going forward with that but it had not been done yet. He did say the group had increased its liability insurance to $20 million so he didn't know if that would take care of some of the concerns and asked if the PA could research that.

Commissioner Beaver asked about the employees and Mr. Bayne said they were employed by the COG. Mr. Brown interjected and said the COG was not a legal entity so they were not employees of the COG.

Chairman Delvin asked if Commissioner Small was willing to go to one of the meetings to talk about the structure of the entity. Commissioner Small said he wanted to look at the insurance policy and then start the dialogue but was disappointed Lori Brown said they were moving toward a non-profit; he said he would talk to Lori Brown and Commissioner Kevin Bouchey.

Board Assignments - 2016

The Board discussed assignments for 2016, including appointing Commissioner Small as Chairman, Commissioner Beaver as Chairman Pro Tem and changes to Ben Franklin Transit Board, Hanford Advisory Board, Hanford Communities, and Yakima Fish & Wildlife.

MOTION: Commissioner Beaver moved to approve the Organization of Benton County Commissioners for the Year 2016 as presented. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Agreement with Wyndham Publications

Chairman Delvin presented the agreement with changes and recommended the Board approve it.

MOTION: Commissioner Beaver moved to approve the agreement with Wyndham Publications. Chairman Delvin seconded and upon vote, the motion carried with Commissioner Small opposing.

The Board recessed, reconvening at 1:30 p.m.

District Court Judicial Interviews

Chairman Delvin said they received clarification from the Secretary of State and their own legal advisor that the applicants would have to run for office next year if they were appointed. Additionally, he asked each of the applicants to step out of the room until it was time for their interview.

The Board interviewed applicants Jennifer Azure, Jim Bell, Julie Long and Stephen Osborne. After review and consideration, Chairman Delvin said they would go into an executive session to discuss the applicant for public employment and would leave the room.

The Board left the room at 2:10 p.m. and reconvened the meeting at 2:29 p.m.

MOTION: Commissioner Beaver moved to appoint Stephen Osborne to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge. Commissioner Small seconded.

Discussion

Commissioner Small said that all four applicants were very well qualified and the panel did an outstanding job of selecting the finalists.

Commissioner Beaver said he agreed and thanked everyone for coming and said it was apparent they were surrounded by outstanding citizens in the community.

Chairman Delvin said it was a difficult decision as all four applicants were well qualified and he appreciated their willingness to step up since there would be an election process.

Upon vote, the motion carried unanimously.

Chairman Delvin said the earliest start date would be January 1, 2016 and that David Sparks and Loretta Smith Kelty would review the issue and report back to the Board and make a recommendation on a start date.

Vouchers

Check Date: 12/15/2015

Payroll Draw Checks
Warrant #: 239246-239251
Direct Deposit #: 110084-110266
Total all funds: $101,387.05

Payroll Draw Deductions/Transfers
Taxes #: 101151215
Total all funds: $32,855.20

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

Resolutions

2015-881: Line Item Transfer, Fund No. 0000-101, Dept. 107
2015-882: Line Item Transfer, Fund No. 0000-101, Dept. 115
2015-883: Line Item Transfer, Fund No. 0305-101, Dept. 000
2015-884: De-Committing Funds and Authorization to Transfer from the Justice Center Bond, Fund No. 0299-101, Dept. 000
2015-885: Bi-County Non-Bargaining Contribution for Insurance Benefits to Human Services, Juvenile Justice and Superior Court
2015-886: Reappointment of C Gray to Benton County Mosquito Control Board
2015-887: Line Item Transfer, Fund No. 0000101, Dept. 111
2015-888: Contract w/A Uvalle for Interpreter Services
2015-889: Contract w/M Rudeen for Interpreter Services
2015-890: Purchase of Law Books from Thomson Reuters – West
2015-891: Agreement w/State of WA Administrative Office of the Courts for Interpreter Expenses
2015-892: Amended Grant w/WA State Department of Commerce for Consolidated Homeless Grant

2015-893: Contract w/Lutheran Community Services for Mental Health Assessments
2015-894: Agreement w/Yakima County for Bridge Inspection Services
2015-895: Purchase of Diesel Exhaust Fluid System From Coeur D'Alene Service Station Equipment
2015-896: Addendum Agreement w/Guardian Security Systems Service for Alarm System
2015-897: Purchase of Four Ford Escapes from Columbia Ford
2015-898: Contract Extension w/Stantec Architecture, Inc for Maintenance Facility
2015-899: Memorandum of Understanding w/US Marshal – Eastern District of WA for Law Enforcement Operations
2015-900: Surplus of Personal Property
2015-901: Agreement w/State of WA Administrative Office of the Courts
2015-902: Contract Extension w/Bid4Assets, Inc for Online Foreclosure Property Sale
2015-903: Organization of Benton County Commissioners for 2016
2015-904: Agreement and Payment to Wyndham Publications, Inc.

There being no further business before the Board, the meeting adjourned at approximately 2:35 p.m.

_____ _____

Clerk of the Board Chairman

a. Agreement w/Safe Harbor Crisis Nursery for Ten-Year Homeless Housing Plan

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date:	**Execute Agreement** __X__	**Consent Agenda** __X__
Subject: Grant Agreement #2016-HHAA-SHCN between Benton Franklin Counties Department of Human Services and Safe Harbor Crisis Nursery	**Pass Resolution** __X__	**Public Hearing** _____
	Pass Ordinance _____	**1st Discussion** _____
	Pass Motion _____	**2nd Discussion** _____
Prepared by: Maria Loera, Sr. Secretary-DHS	**Other** _____	**Other** _____
Reviewed by: Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness.

The program will provide overnight shelter for homeless teens by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences. Each teen will also receive therapeutic interventions, family reconciliation services, job training, substance abuse referrals and mental health service referrals according to each client's assessed needs.

COORDINATION

Kyla Bennett-Marshall-BCPA
Kyle Sullivan, DHS
Melinda Diaz, DHS

SUMMARY

Award: $100,800.00
Period: January 1, 2016 through December 31, 2017
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

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 $100,800.00.

MOTION

To approve signing Grant Agreement #2016-HHAA-SHCN between Benton and Franklin Counties Department of Human Services and Safe Harbor Crisis Nursery, and to authorize the Chair to sign of behalf of the Board.

Kyle Sullivan

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2016-HHAA-SHCN BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide overnight shelter for homeless teens, not to exceed 90 days, by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences. Each teen will also receive therapeutic interventions, family reconciliation services, job training, substance abuse referrals and mental health service referrals according to each client's assessed needs; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; 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, Grant Agreement #2016-HHAA-SHCN between Benton and Franklin Counties Department of Human Services and Safe Harbor Crisis Nursery, to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of $100,800.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2016 and shall expire on December 31, 2017.

Dated this . . . .day of . . . . . , 2015

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Loera

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2016-HHAA-SHCN

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

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

Contractor's Contact Information/Authorized Representative:
Karen Kirk-Brockman, Executive Director
Safe Harbor Crisis Nursery
1111 North Grant Place
Kennewick, WA 99336
Phone: (509) 374-4902
Fax: (509) 374-2703
E-Mail: shcnkaren@gmail.com

Agreement Start Date ..... January 1, 2016
Agreement End Date ..... December 31, 2017
Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County $100,800.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Coordinated Entry System Guidelines
Exhibit D ..... Outcome Evaluation Model

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

For the Contractor:

Karen Kirk-Brockman

Title: Executive Director Date 12/9/15

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of DEPT. OF COMMERCE, to count and collect data on all homeless individuals in Washington.

1.2. **Benton Franklin HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Dept. of Commerce HMIS system.

1.3. **CRF** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

1.4. **Client or clients** means individuals who are eligible for services under this Agreement.

1.5. **Chronically Homeless Person**: As defined by HUD, an unaccompanied homeless individual with a disabling condition who has either been continually homeless for a year or more OR has had at least four episodes of homelessness in the past three years.

1.6. **County** means the county government in and for the County of Benton, State of Washington.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligibility for Assistance – Definition of Homeless**: Families and individuals who are homeless and eligible clients. HUD defines a homeless person as someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:

- **a.** In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- **b.** In an emergency shelter;
- **c.** In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- **d.** In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- **e.** Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- **f.** Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
- **g.** Exclusion: For purposes of this program, the term "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

1.9. **Eligibility Verification and Documentation** means that all agencies that receive Agreement funds are required to maintain adequate documentation of homelessness status to determine the eligibility of persons being served. The documentation is obtained from the

participant or a third party at the time of the referral, entry, or intake. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in the past, whether the client receives any general assistance checks, and where the checks are delivered.

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

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

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

   For persons fleeing domestic violence, Contractor shall obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to prepare verification, the service provider may prepare a written statement about the participant's previous living situation for the participant to sign and date.

1.10. **Family or Families** means individual, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child.

1.11. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.12. **HMIS** means Homeless Management Information System.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.14. **Homeless Person** means an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes substance abusers, mentally ill people, and sex offenders who are homeless. RCW 43.185C.010.

1.15. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.16. **Housing Authority** means any of the public corporations created by Chapter 35.82 RCW.

1.17. **Housing Continuum** means the progression of individuals along a housing-focused continuum with homelessness at one end and self-sufficiency at the other.

1.18. **HUD** means the United States Department of Housing and Urban Development.

1.19. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.20. **Metropolitan Statistical Areas** mean geographic entities defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. The term "Core Based Statistical Area" (CBSA) is a collective term for both metro and micro areas. A metro area contains a core urban area of 50,000 or more population, and a micro area contains an urban core of at least 10,000 (but less than 50,000) population. Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

1.21. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.22. **Performance Measurement** means the process of comparing specific measures of success against ultimate and interim goals.

1.23. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.24. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://slc.leg.wa.gov.

1.25. **Shall** means compliance is mandatory.

1.26. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/

1.27. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.28. **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

1.29. **Transitional housing** means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of

time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.30. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at http://www.gpoaccess.gov/uscode/ .

1.31. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or person information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

1.32. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability as defined under RCW 71.A.10.020; or
- Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
- Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Receiving services from an individual provider as defined under RCW 74.34.020.

1.33. **WACs** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://slc.leg.wa.gov.

1.34. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the department, to count and collect data on all homeless individuals in Washington.

1.35. **Washington State homeless management information system** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their individual situations.

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

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

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

4. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and

use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

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

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

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

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

6. **COMPLIANCE WITH HIPAA:** Should the Contractor request or require Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

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

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

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

   The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records which are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential,

proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receive a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

9. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

10. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

11. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

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

13. **INDEMNIFICATION:** 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, 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section [13] shall survive termination and expiration of this Agreement.

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

14. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of Benton and Franklin Counties Department of Human Services, the State of Washington, or the County. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and Benton and Franklin Counties Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

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

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

    All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its elected and appointed officials, employees and agents. Any insurance or self -insurance maintained by the County, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

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

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

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

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

    Policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

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

15.3. Automobile Liability Insurance: The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

15.4. Workers' Compensation Insurance: Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

15.5. Industrial Insurance Waiver: With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against Contractor by the County, and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

16. NOTICES: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and contact person and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or email to the Agreement Authorized Representative 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.

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

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

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

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

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

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

20.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County, its officers, employees or agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business; however the Contractor may also be subject to unannounced site inspections, as necessary. The Failure to provide access to offices or records, upon reasonable notice, as required by this section shall constitute a substantial breach of this Agreement.

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

20.3. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value, the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

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

21. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services

provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

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

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

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

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

25. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

26. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

27. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

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

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

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

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

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

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

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

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

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

31. WAIVER: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and

signed by its Authorized Representative. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

SPECIFIC TERMS AND CONDITIONS

32. DEFINITIONS

32.1. Benton County Resident means individuals who have spent at minimum the last night previous to applying for assistance within Benton County.

32.2. Income Eligibility: for eligible activities as defined in Section 32.3, only Benton County Residents who are extremely low-income persons with incomes at or below thirty percent of the average area median incomes as established by HUD annually for the Pasco Metropolitan Statistical Area and at immediate risk of homelessness are eligible to receive services to prevent homelessness.

32.3. Eligible Activities for Homeless Housing and Assistance funds are defined by RCW 43.185C.050(2):

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and
- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

32.4. Compliance With Fair Market Rent (FMR) and Occupancy Standards: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets Fair Market Rents to assure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

32.5. Coordinated Entry System (CES): is the facilitation of efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. Uses a uniform intake and basic assessment tool that includes; collection of required HMIS data, evaluation of client housing and service needs, maintenance of current housing inventory and space availability, maintenance of comprehensive wait list as needed and screening for eligibility for all partner agency housing and services.

32.6. Partner Agency Committee (PAC): will consist of all the CES Partner Agencies. The Committee will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

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

34. CLIENT ELIGIBILITY REQUIREMENTS

a. **Client Eligibility**: Only Benton County youth (ages 13-17) who meet definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, age, and homelessness status verification, must be verified by the Contractor for program participants prior to billing for services. Homelessness status verification should be verified by a third party or self-declared. Self-declaration must be completed, signed and dated by agency staff. Self-declaration should be used rarely and only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

35. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the following:
  (a) Determine whether an adult contact exists; and whether the parents are aware of the whereabouts of the youth
  (b) As part of the initial assessment, you must also assess the youth's recent history, outstanding warrants, physical and medical needs, including medication, school status, and immediate needs for counseling
- Verification and documentation of client's eligibility for residency, and homelessness status;
- Verification and documentation of school status;
- Housing Stability Plan, includes goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved;
- Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation that client's rights, including what services and benefits may be expected from the program and client, have been explained to the client; and
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client.

36. CLIENT RIGHTS

36.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients which:

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

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

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

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

38. ORGANIZATIONAL DESIGN: The Contractor shall document:

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

39. OTHER REQUIREMENTS:

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

39.2. Participation in the Coordinated Entry System: The Contractor shall participate with Benton and Franklin Counties Department of Human Services in the Coordinated Entry System. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Coordinated Entry System Guidelines set forth by (Exhibit C).

CONSIDERATION AND PAYMENT PROVISIONS

40. CONSIDERATION: County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A. The maximum consideration for services provided shall be as follows:

40.1. Operations: Shelter operating costs available for reimbursement for operations provided during each month between January 1, 2016 and December 31, 2017 and shall not exceed $100,800.00 during the term of this Agreement.

41. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County accompanied with verifiable documentation by the 20th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty days following receipt of timely claims for payment. Claims submitted after the 20th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (60) days after the end date of this Agreement.

42. PAYMENT PROVISIONS

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

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

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

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

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

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

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

STATEMENT OF WORK

44. Benton and Franklin County Homeless Housing and Assistance Program Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County

with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2), and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements.

This program consists of providing overnight shelter for homeless teens, not to exceed 90 days, by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. The Contractor may request an exemption to this guideline by submitting a written request to Benton and Franklin Counties Department of Human Services. The request for exemption must outline the extraordinary circumstance.

This program will provide support services including; meals, personal items, structured programs including activities and educational experiences. Each teen will also receive therapeutic interventions, family reconciliation services, job training, substance abuse referrals and mental health service referrals according to each client's assessed needs. Hours of operations are Monday through Friday, 3:00 PM to 9:00 AM, and open 24 hours Saturday and Sunday.

45. DUPLICATION OF SERVICES: None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

46. PERFORMANCE GOALS: The performance goals for the Benton County Homeless Housing and Assistance funds are:

- to provide supportive services to eligible Benton County clients
- to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
- to decrease homelessness in Benton County.

47. OUTCOME EVALUATION: Program outcomes will be monitored and tracked against the HMIS database reports, and the Technical Submission within the Bi-County Homeless Housing and Assistance Funds Program Technical Submission and Outcome Evaluation Model attached to this Agreement as Exhibit D.

REPORTING AND DELIVERABLES

48. HMIS SYSTEM: The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill on or before the 20th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter all client information into the HMIS system on an ongoing basis. The Contractor will exit client information from the HMIS system on a timely basis.

49. MONTHLY REPORTING: The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 20th of the month following each month of service delivery:

a. **Supportive Service Report**: Information documented in client files which summarizes:

- Number of service hours;
- Progress toward individual goals and objectives;
- Staff involvement in assisting the client in meeting the goals of their plan;

- Barriers encountered during the reporting period.
- HMIS documentation

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

Safe Harbor Crisis Nursery
January 1, 2016 – December 31, 2017

Item and Narrative	*Computation*	*Cost:*
OPERATIONS		
Shelter Operations	$6,000.00 per month x 24 months x .70	$100,800.00
	TOTAL	**$100,800.00**

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

As a CES partner, you can expect the following service commitments from BFDHS CES:

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

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

- Provide CES the list of qualification criteria for each of its programs.
- Refer all households requesting homeless housing assistance to CES.
- Identify a point of contact(s) for CES to direct any referrals.
- Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact CES.
- Attend CES housing provider/PAC meetings on a regular basis.

On behalf of Safe Harbor Crisis Nursery I, Karen Kirk-Brockman, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

Karen Kirk-Brockman

Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- A willingness to use front door (no side or back doors)
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What CES does:

- Assess callers for immediacy of need and place into appropriate program and or service
- Assess callers risks of homelessness
- All callers screened for diversion
- Assess for level of need
- Answers to assessment questions dictate how to proceed with screenings
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services on a first come first serve basis allows for a specific number of households to be screened daily.
- Provides additional assessment/case management based on needs with an Intake Specialist.

CES goals:

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral
- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household

- Decrease duplication of services to the same household
- Provide improved access to services

B. Prescreening: The Intake Specialist responds to the household on the phone or in person with a prescreening to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Record Ineligibles
- Provide Information

C. Assessment

Homeless: Households are considered homeless if they are unsheltered or are living in a temporary housing situation, as described below:

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:

    - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
    - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.

2. One or more household members who are exiting a system of care and have no available housing options after exiting:

    - Psychiatric hospital or other psychiatric facility,
    - Substance abuse treatment facility or detox center,
    - Hospital (non-psychiatric),
    - Jail, prison, or juvenile detention facility, or
    - Foster care home or foster care group home.

The definition of homelessness also includes those in a Domestic Violence Shelter, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, or in an emergency housing situation which is from no cause of their own.

At Risk of Becoming Homeless: Households are considered at risk of homelessness if they will imminently lose their primary nighttime residence within 14 days of the date of application for assistance, including people facing eviction for non-payment of rent. Rent assistance to prevent homelessness must be targeted to those households at highest risk of becoming homeless.

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment. The assessment incorporates the HMIS Universal Data Elements

Step One:
The assessment determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status

If household is in need of emergency shelter only, the Intake Case Manager will move on to complete the shelter assistance eligibility worksheet.

- Determine if household qualifies for emergency motel voucher
- Process motel voucher
- Enter information into HMIS

Step Two:
Will determine one of the following:

1. If Household is at risk:
   - Prevention Eligibility Determination Worksheet
   - Obtain additional paperwork
   - Process rental assistance voucher
   - Enter information into HMIS

2. If Household is homeless:
   - Determine barriers
   - Determine what level of engagement is necessary
   - Process rental assistance voucher
   - Collect addition paperwork necessary to make a housing program referral
   - Enter household into Housing Interest Pool (HIP)
   - Upload information into HMIS
   - Make housing program referral

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

D. Direct Services Provided within CES

Emergency Motel/Shelter Vouchers: Motel/Shelter vouchers will be issue only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them.

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager

- Households refused admission to UGM for the following reasons will not be considered eligible:
  - Negative behavior or not adhering to rules while at the UGM
  - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)

- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)

- Motel/Shelter vouchers are limited to one week except under special circumstances

- Motel/Shelter vouchers will be issued to motels selected by CES staff

Homeless Prevention: Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Households at or below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Only households whom have proof of a crisis which caused the eviction
- Only households whom do not have any other resources to resolve the crisis
- Only households who have a reasonable sustainable resolution and can show proof of such
- Households must score at least 20 points on the rating tool to receive assistance (or override authorization)
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the appropriate unit size
- Households not eligible for homeless prevention services through CES will be assessed for other housing programs

Rapid Re-Housing: Rapid re-housing assistance applies to households that are currently homeless, or living in a shelter or motel and in need of first month rent and/or deposit.

- Households at or below 30% AMI
- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization) or other means determined by CES staff
- Households living with family or friends may be eligible for assistance if their stay is jeopardizing the host family's housing (i.e. host family has received an eviction notice due to overcrowding, the host family is on Section 8 housing)
- Households will complete a full intake assessment to determine barriers and service need
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible. If no program availability, households will be entered into the HIP
- Direct service provided by CES will consist of no more than 30 days of FMR

- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget
- Households receiving assistance by CES must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties:

Household Size*	Unit Size Allowable
1 -2 persons	Studio
1-4 persons	One bedroom
5- 6 persons	Two bedroom
7-8 persons	Three bedroom
9 persons or more	Four bedroom/Plus

*Override with Administrator approval ONLY

Community Resources: CES will provide community resources and referrals including the "Red Book" which is a comprehensive guide to services in Benton and Franklin Counties.

E. **Referral Process:** Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. Partner agencies routinely notify CES staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify CES whether the client was accepted into the program or why the household was turned away
- Client data and HMIS number will be shared with the referral agency
  If an agency sends a client to CES for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, CES will make every effort to honor the request.

F. **Partner Participation Agreement:** Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by CES
- Partnership agencies will notify CES within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to CES for a prescreening
- Partnership agencies will update HMIS within 72 hours of entry and exit of program participants so that "real time" data and bed count availability is accurate.

G. **HMIS data collection and entry:** Accurate and timely HMIS data is essential to the success of the CES. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by CES. If a household is already part of the HMIS then their information will be updated by CES.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

H. **Housing Interest Pool (HIP):** If the referred program(s) is full, all households whom receive a full assessment and determined eligible for assistance will be entered into the HIP.

I. **System Evaluation:** System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback. The following are areas which CES will evaluate:

- Are more people being prevented or diverted from entering homelessness?
- Are people moving through the homeless assistance more quickly?
- Are more people exiting the system for permanent housing?
- Are lengths of stay in homelessness decreasing?
- Are their fewer repeat entries into homelessness?
- What is the percent of successful referrals to partner agencies?
- What is the percent of household who complete an assessment within 72 hours of first contact with CES?

J. **Partner Agency Committee (PAC):** Benton and Franklin Department of Human Services will hold PAC quarterly to discuss and evaluate CES. This gives an opportunity to provide feedback, resolve issues and conflicts and suggest improvement for the program. Each partner agency will be represented as part of the committee. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

K. **Changes to Guidelines:** Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

L. **Contact Information:**

Tammie Smith
Housing Program Specialist
Email: tammie.smith@co.benton.wa.us
Phone: (509) 783-5284

Safe Harbor Crisis Nursery
January 1, 2016 – December 31, 2017

Outcome	Number and Units of Measure	Measurement Tools	Measurement Frequency	Sample Size
Provide temporary housing for homeless teens	100% of 13-17 year olds	Intake/Assessment	Program Entry	30
Provide case management services	100% of 13-17 year olds	Case Notes/Individual Service Plan	Daily	30
Provide reunification process when possible	100% of the 13-17 year olds	Intake/Exit/Individual Service Plan	Ongoing	30
Provide life and job skills and connections to community resources	100% 13-17 year olds	Diploma or GED. Client survey of life/job skills upon exit from shelter. Client Intake, client assigned shelter duties and engagement in weekly group sessions at the shelter	Monthly Weekly	30

b. Agreement w/Community Action Committee for Ten-Year Homeless Housing Plan

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date:	**Execute Agreement** __X__	**Consent Agenda** __X__
Subject: Grant Agreement #2016-HHAA-CAC between Benton Franklin Counties Department of Human Services and Benton Franklin Community Action Committee	**Pass Resolution** __X__	**Public Hearing** _____
	Pass Ordinance _____	**1st Discussion** _____
	Pass Motion _____	**2nd Discussion** _____
	Other _____	**Other** _____
Prepared by: Maria Loera, Sr. Secretary-DHS **Reviewed by:** Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

COORDINATION

Kyla Bennett-Marshall-BCPA
Kyle Sullivan, DHS
Melinda Diaz, DHS

SUMMARY

Award: $221,378.00
Period: January 1, 2016 through December 31, 2017
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

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 $221,378.00.

MOTION

To approve signing Grant Agreement #2016-HHAA-CAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, and to authorize the Chair to sign of behalf of the Board.

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2016-HHAA-CAC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements; and

BE IT RESOLVED, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; 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, Grant Agreement #2016-HHAA-CAC between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness, for a Consideration amount of $221,378.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2016 and shall expire on December 31, 2017.

Dated this . . . .day of . . . . . , 2015

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Loera

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2016-HHAA-CAC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **Benton-Franklin Community Action Committee**, a non-profit corporation, with its principal offices at 720 W. Court Street, Pasco, WA 99301, (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Judith Gidley, Executive Director
Benton Franklin Community Action Committee
720 W. Court Street
Pasco, WA 99301
Phone: (509) 545-4042
Fax: (509) 545-9691
E-Mail: jgidley@bfcac.org

Agreement Start Date ..... January 1, 2016
Agreement End Date ..... December 31, 2017
Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County $221,378.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Coordinated Entry System Guidelines
Exhibit D ..... Outcome Evaluation Model

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

For the Contractor:

Judith A Gidley

Title: Executive Director Date 12/7/15

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Kyle Sullivan

Department of Human Services

Approved as to Form:

Kyle Tarratt-Marshall

Benton County Prosecutor's Office

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of DEPT. OF COMMERCE, to count and collect data on all homeless individuals in Washington.

1.2. **Benton Franklin HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Dept. of Commerce HMIS system.

1.3. **CRF** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

1.4. **Client or clients** means individuals who are eligible for services under this Agreement.

1.5. **Chronically Homeless Person**: As defined by HUD, an unaccompanied homeless individual with a disabling condition who has either been continually homeless for a year or more OR has had at least four episodes of homelessness in the past three years.

1.6. **County** means the county government in and for the County of Benton, State of Washington.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligibility for Assistance – Definition of Homeless**: Families and individuals who are homeless and eligible clients. HUD defines a homeless person as someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:

- **a.** In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- **b.** In an emergency shelter;
- **c.** In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- **d.** In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- **e.** Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- **f.** Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
- **g.** Exclusion: For purposes of this program, the term "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

1.9. **Eligibility Verification and Documentation** means that all agencies that receive Agreement funds are required to maintain adequate documentation of homelessness status to determine the eligibility of persons being served. The documentation is obtained from the

participant or a third party at the time of the referral, entry, or intake. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in the past, whether the client receives any general assistance checks, and where the checks are delivered.

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

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

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

   For persons fleeing domestic violence, Contractor shall obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to prepare verification, the service provider may prepare a written statement about the participant's previous living situation for the participant to sign and date.

1.10. **Family or Families** means individual, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child.

1.11. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.12. **HMIS** means Homeless Management Information System.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.14. **Homeless Person** means an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes substance abusers, mentally ill people, and sex offenders who are homeless. RCW 43.185C.010.

1.15. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.16. **Housing Authority** means any of the public corporations created by Chapter 35.82 RCW.

1.17. **Housing Continuum** means the progression of individuals along a housing-focused continuum with homelessness at one end and self-sufficiency at the other.

1.18. **HUD** means the United States Department of Housing and Urban Development.

1.19. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.20. **Metropolitan Statistical Areas** mean geographic entities defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. The term "Core Based Statistical Area" (CBSA) is a collective term for both metro and micro areas. A metro area contains a core urban area of 50,000 or more population, and a micro area contains an urban core of at least 10,000 (but less than 50,000) population. Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

1.21. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.22. **Performance Measurement** means the process of comparing specific measures of success against ultimate and interim goals.

1.23. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.24. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://slc.leg.wa.gov.

1.25. **Shall** means compliance is mandatory.

1.26. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/

1.27. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.28. **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

1.29. **Transitional housing** means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of

time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.30. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at http://www.gpoaccess.gov/uscode/ .

1.31. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or person information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

1.32. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability as defined under RCW 71.A.10.020; or
- Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
- Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Receiving services from an individual provider as defined under RCW 74.34.020.

1.33. **WACs** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://slc.leg.wa.gov.

1.34. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the department, to count and collect data on all homeless individuals in Washington.

1.35. **Washington State homeless management information system** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their individual situations.

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

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

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

4. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and

use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

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

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

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

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

6. **COMPLIANCE WITH HIPAA:** Should the Contractor request or require Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

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

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

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

   The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records which are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential,

proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receive a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

9. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

10. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

11. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

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

13. **INDEMNIFICATION:** 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, 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section [13] shall survive termination and expiration of this Agreement.

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

14. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of Benton and Franklin Counties Department of Human Services, the State of Washington, or the County. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and Benton and Franklin Counties Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

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

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

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its elected and appointed officials, employees and agents. Any insurance or self -insurance maintained by the County, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

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

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

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

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

Policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

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

15.3. Automobile Liability Insurance: The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

15.4. Workers' Compensation Insurance: Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

15.5. Industrial Insurance Waiver: With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against Contractor by the County, and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

16. NOTICES: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and contact person and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or email to the Agreement Authorized Representative 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.

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

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

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

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

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

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

    20.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County, its officers, employees or agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business; however the Contractor may also be subject to unannounced site inspections, as necessary. The Failure to provide access to offices or records, upon reasonable notice, as required by this section shall constitute a substantial breach of this Agreement.

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

    20.3. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value, the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

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

21. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services

provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

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

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

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

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

25. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

26. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

27. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

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

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

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

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

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

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

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

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

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

31. WAIVER: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and

signed by its Authorized Representative. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

SPECIFIC TERMS AND CONDITIONS

32. DEFINITIONS

32.1. Benton County Resident means individuals who have spent at minimum the last night previous to applying for assistance within Benton County.

32.2. Income Eligibility: for eligible activities as defined in Section 32.3, only Benton County Residents who are extremely low-income persons with incomes at or below thirty percent of the average area median incomes as established by HUD annually for the Pasco Metropolitan Statistical Area and at immediate risk of homelessness are eligible to receive services to prevent homelessness.

32.3. Eligible Activities for Homeless Housing and Assistance funds are defined by RCW 43.185C.050(2):

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and
- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

32.4. Compliance With Fair Market Rent (FMR) and Occupancy Standards: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets Fair Market Rents to assure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

32.5. Coordinated Entry System (CES): is the facilitation of efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. Uses a uniform intake and basic assessment tool that includes; collection of required HMIS data, evaluation of client housing and service needs, maintenance of current housing inventory and space availability, maintenance of comprehensive wait list as needed and screening for eligibility for all partner agency housing and services.

32.6. Partner Agency Committee (PAC): will consist of all the CES Partner Agencies. The Committee will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

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

34. CLIENT ELIGIBILITY REQUIREMENTS

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County. Priority will be given to chronically homeless persons, elderly (55 years and older), and single fathers with children.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declaration must be completed, signed and dated by agency staff. Self-declaration should be used rarely and only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

35. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved.
- Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that client's rights, including what services and benefits may be expected from the program and client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For eviction prevention, verification and documentation of an eviction or foreclosure; or
- For rental assistance, verification and documentation of a lease agreement.

36. CLIENT RIGHTS

36.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients which:

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

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

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

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

38. ORGANIZATIONAL DESIGN: The Contractor shall document:

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

39. OTHER REQUIREMENTS:

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

39.2. Participation in the Coordinated Entry System: The Contractor shall participate with Benton and Franklin Counties Department of Human Services in the Coordinated Entry System. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Coordinated Entry System Guidelines set forth by (Exhibit C).

CONSIDERATION AND PAYMENT PROVISIONS

40. CONSIDERATION: County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A. The maximum consideration for services provided shall be as follows:

40.1. RAPID REHOUSING

a. **Direct Service Vouchers** are eligible for reimbursement for direct expenses provided during each month between January 1, 2016 and December 31, 2017 and shall not exceed $101,850.00 during the term of this Agreement.

b. **Program Support Services** eligible reimbursements are to be billed at no more than $848.75 per month between January 1, 2016 and December 31, 2017 and shall not exceed $20,370.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement are to be billed at 5% of the total Direct Services and Program Support Services provided each month between January 1, 2016 and December 31, 2017 and shall not exceed $6,111.00 during the term of this Agreement.

40.2. EVICTION PREVENTION

a. **Direct Service Vouchers** are eligible for reimbursement for direct expenses provided during each month between January 1, 2016 and December 31, 2017 and shall not exceed $73,850.00 during the term of this Agreement.

b. **Program Support Services** eligible reimbursements are to be billed at no more than $615.25 per month between January 1, 2016 and December 31, 2017 and shall not exceed $14,766.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement are to be billed at 5% of the total Direct Services and Program Support Services provided each month between January 1, 2016 and December 31, 2017 and shall not exceed $4,431.00 during the term of this Agreement.

41. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County accompanied with verifiable documentation by the 20th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty days following receipt of timely claims for payment. Claims submitted after the 20th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (60) days after the end date of this Agreement.

42. PAYMENT PROVISIONS

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

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

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

42.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt

of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

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

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

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

STATEMENT OF WORK

44. Benton and Franklin County Homeless Housing and Assistance Program Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2), and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements. This program consists of two separate sections. a) **Direct Service Vouchers**, a short-term financial assistance program, and b) **Supportive Services**, consisting of case management specific tasks to assist the County with meeting their overall goals to reduce homelessness.

44.1. RAPID REHOUSING

a. Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall directly provide financial assistance in the following forms to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of assistance cannot exceed the amount equivalent to one hundred and eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred and eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
- Rental application vouchers to assist clients in obtaining permanent housing
- Security deposit up to two month's rent
- Up to six (6) months of rent subsidies per household to provide temporary rental assistance in order to obtain or retain shelter for Medical Care Services recipients. Rental vouchers payable to family/friends for persons

who are homeless or at risk of homelessness, and at or below thirty percent of the median income.

b. **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall directly provide a reasonable level of supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of the supportive service encounter shall be sufficient in content to support the reported length of service.

The supportive services that the Contractor may provide eligible persons are:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

44.2. EVICTION PREVENTION

b. **Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall directly provide financial assistance in the following forms to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of assistance cannot exceed the amount equivalent to one hundred and eighty (180) days total of Fair Market Rent per household served for eviction prevention. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred and eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model for eviction prevention, restricted to individuals or families who have received eviction or foreclosure notices, or other County approved documentation from a landlord. Assistance must be necessary to avoid eviction or foreclosure. There must be a reasonable prospect that the individual or family receiving homelessness prevention assistance will be able to resume payments within a reasonable period of time or become eligible for a longer termed subsidy program.
- Up to ninety (90) days rental arrears, based on the Fair Market Rent per household for eviction prevention

b. **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall directly provide a reasonable level of supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of the supportive service encounter shall be sufficient in content to support the reported length of service.

The supportive services that the Contractor may provide eligible persons are:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes.

45. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

46. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
    - to provide supportive services to eligible Benton County clients
    - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
    - to decrease homelessness in Benton County.

47. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports, and the Technical Submission within the Bi-County Homeless Housing and Assistance Funds Program Technical Submission and Outcome Evaluation Model attached to this Agreement as Exhibit D.

REPORTING AND DELIVERABLES

48. **HMIS SYSTEM:** The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill on or before the 20th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter all client information into the HMIS system on an ongoing basis. The Contractor will exit client information from the HMIS system on a timely basis.

49. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 20th of the month following each month of service delivery:

    a. **Supportive Service Report**: Information documented in client files which summarizes:
        - Number of service hours;
        - Progress toward individual goals and objectives;
        - Staff involvement in assisting the client in meeting the goals of their plan;
        - Barriers encountered during the reporting period.
        - HMIS documentation

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

Exhibit A
Budget

Benton-Franklin Community Action Committee
January 1, 2016 – December 31, 2017

Item and Narrative	*Computation*	*Cost:*
DIRECT SERVICE – Rapid Rehousing		
Graduated Rental Assistance (including security deposits and application fees)	$648.00 per month Fair Market Rent One-Bedroom 1st Month 100%: $648.00 2nd Month 100%: $648.00 3rd Month 80%: $518.40 4th Month 60%: $388.80 5th Month 40%: $259.20 6th Month 20%: $129.60 Deposit Up to $648.00 Application fees up to $40 x 2 = $80 Total: $3,320.00 per unit x 10 units	$ 33,200.00
	$829.00 per month Fair Market Rent Two-Bedroom 1st Month 100%: $829.00 2nd Month 100%: $829.00 3rd Month 80%: $663.20 4th Month 60%: $497.40 5th Month 40%: $331.60 6th Month 20%: $165.80 Deposit Up to $829.00 Application fees up to $40 x 2 = $80 Total: $4,225.00 per unit x 10 units	$ 42,250.00
Up to Six Months Rental Assistance for ABD Recipients	Approximately 22 units x $1,200.00	$ 26,400.00
	Subtotal	$101,850.00
PROGRAM SUPPORT SERVICES Computation is based on $848.75 per month X 24 months		$ 20,370.00
	Subtotal	$ 20,370.00
ADMINISTRATION *Limited to 5% of Direct Service and Program Support Services*		$ 6,111.00
	TOTAL	**$128,331.00**

Benton County 2163

Benton-Franklin Community Action Committee
January 1, 2016 – December 31, 2017

Item and Narrative	*Computation*	*Cost:*
DIRECT SERVICE – Eviction Prevention		
Eviction Prevention	$648.00 per month Fair Market Rent One-Bedroom 1st Month 100%: $648.00 (Current Eviction) 2nd Month 100%: $648.00 3rd Month 80%: $518.40 4th Month 60%: $388.80 5th Month 40%: $259.20 6th Month 20%: $129.60 Additional Month Up to $648.00 (Past Eviction) Total: $3,240.00 per unit x 10 units	$32,400.00
	$829.00 per month Fair Market Rent Two-Bedroom 1st Month 100%: $829.00 (Current Eviction) 2nd Month 100%: $829.00 3rd Month 80%: $663.20 4th Month 60%: $497.40 5th Month 40%: $331.60 6th Month 20%: $165.80 Additional Month Up to $829.00 (Past eviction) Total: $4,145.00 per unit x 10 units	$41,450.00
	Subtotal	$73,850.00
PROGRAM SUPPORT SERVICES Computation is based on $615.25 per month X 24 months		$14,766.00
	Subtotal	$14,766.00
ADMINISTRATION Limited to 5% of Direct Service and Program Support Services		$ 4,431.00
	TOTAL	**$93,047.00**

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

As a CES partner, you can expect the following service commitments from BFDHS CES:

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

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

- Provide CES the list of qualification criteria for each of its programs.
- Refer all households requesting homeless housing assistance to CES.
- Identify a point of contact(s) for CES to direct any referrals.
- Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact CES.
- Attend CES housing provider/PAC meetings on a regular basis.

On behalf of B/F Community Action Committee I, JUDITH A. GIDLEY, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

Judith A Gidley 12/7/15
Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- A willingness to use front door (no side or back doors)
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What CES does:

- Assess callers for immediacy of need and place into appropriate program and or service
- Assess callers risks of homelessness
- All callers screened for diversion
- Assess for level of need
- Answers to assessment questions dictate how to proceed with screenings
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services on a first come first serve basis allows for a specific number of households to be screened daily.
- Provides additional assessment/case management based on needs with an Intake Specialist.

CES goals:

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral
- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household

- Decrease duplication of services to the same household
- Provide improved access to services

B. <u>Prescreening:</u> The Intake Specialist responds to the household on the phone or in person with a prescreening to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Record Ineligibles
- Provide Information

C. <u>Assessment</u>

<u>Homeless:</u> Households are considered homeless if they are unsheltered or are living in a temporary housing situation, as described below:

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:

    - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
    - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.

2. One or more household members who are exiting a system of care and have no available housing options after exiting:

    - Psychiatric hospital or other psychiatric facility,
    - Substance abuse treatment facility or detox center,
    - Hospital (non-psychiatric),
    - Jail, prison, or juvenile detention facility, or
    - Foster care home or foster care group home.

The definition of homelessness also includes those in a Domestic Violence Shelter, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, or in an emergency housing situation which is from no cause of their own.

<u>At Risk of Becoming Homeless:</u> Households are considered at risk of homelessness if they will imminently lose their primary nighttime residence within 14 days of the date of application for assistance, including people facing eviction for non-payment of rent. Rent assistance to prevent homelessness must be targeted to those households at highest risk of becoming homeless.

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment. The assessment incorporates the HMIS Universal Data Elements

Step One:
The assessment determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status

If household is in need of emergency shelter only, the Intake Case Manager will move on to complete the shelter assistance eligibility worksheet.

- Determine if household qualifies for emergency motel voucher
- Process motel voucher
- Enter information into HMIS

Step Two:
Will determine one of the following:

1. If Household is at risk:
   - Prevention Eligibility Determination Worksheet
   - Obtain additional paperwork
   - Process rental assistance voucher
   - Enter information into HMIS

2. If Household is homeless:
   - Determine barriers
   - Determine what level of engagement is necessary
   - Process rental assistance voucher
   - Collect addition paperwork necessary to make a housing program referral
   - Enter household into Housing Interest Pool (HIP)
   - Upload information into HMIS
   - Make housing program referral

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

D. Direct Services Provided within CES

Emergency Motel/Shelter Vouchers: Motel/Shelter vouchers will be issue only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them.

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager

- Households refused admission to UGM for the following reasons will not be considered eligible:
  - Negative behavior or not adhering to rules while at the UGM
  - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)

- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)

- Motel/Shelter vouchers are limited to one week except under special circumstances

- Motel/Shelter vouchers will be issued to motels selected by CES staff

Homeless Prevention: Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Households at or below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Only households whom have proof of a crisis which caused the eviction
- Only households whom do not have any other resources to resolve the crisis
- Only households who have a reasonable sustainable resolution and can show proof of such
- Households must score at least 20 points on the rating tool to receive assistance (or override authorization)
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the appropriate unit size
- Households not eligible for homeless prevention services through CES will be assessed for other housing programs

Rapid Re-Housing: Rapid re-housing assistance applies to households that are currently homeless, or living in a shelter or motel and in need of first month rent and/or deposit.

- Households at or below 30% AMI
- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization) or other means determined by CES staff
- Households living with family or friends may be eligible for assistance if their stay is jeopardizing the host family's housing (i.e. host family has received an eviction notice due to overcrowding, the host family is on Section 8 housing)
- Households will complete a full intake assessment to determine barriers and service need
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible. If no program availability, households will be entered into the HIP
- Direct service provided by CES will consist of no more than 30 days of FMR

- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget
- Households receiving assistance by CES must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties:

Household Size*	Unit Size Allowable
1 -2 persons	Studio
1-4 persons	One bedroom
5- 6 persons	Two bedroom
7-8 persons	Three bedroom
9 persons or more	Four bedroom/Plus

*Override with Administrator approval ONLY

Community Resources: CES will provide community resources and referrals including the "Red Book" which is a comprehensive guide to services in Benton and Franklin Counties.

E. **Referral Process:** Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. Partner agencies routinely notify CES staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify CES whether the client was accepted into the program or why the household was turned away
- Client data and HMIS number will be shared with the referral agency
  If an agency sends a client to CES for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, CES will make every effort to honor the request.

F. **Partner Participation Agreement:** Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by CES
- Partnership agencies will notify CES within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to CES for a prescreening
- Partnership agencies will update HMIS within 72 hours of entry and exit of program participants so that "real time" data and bed count availability is accurate.

G. **HMIS data collection and entry:** Accurate and timely HMIS data is essential to the success of the CES. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by CES. If a household is already part of the HMIS then their information will be updated by CES.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

H. **Housing Interest Pool (HIP):** If the referred program(s) is full, all households whom receive a full assessment and determined eligible for assistance will be entered into the HIP.

I. **System Evaluation:** System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback. The following are areas which CES will evaluate:

- Are more people being prevented or diverted from entering homelessness?
- Are people moving through the homeless assistance more quickly?
- Are more people exiting the system for permanent housing?
- Are lengths of stay in homelessness decreasing?
- Are their fewer repeat entries into homelessness?
- What is the percent of successful referrals to partner agencies?
- What is the percent of household who complete an assessment within 72 hours of first contact with CES?

J. **Partner Agency Committee (PAC):** Benton and Franklin Department of Human Services will hold PAC quarterly to discuss and evaluate CES. This gives an opportunity to provide feedback, resolve issues and conflicts and suggest improvement for the program. Each partner agency will be represented as part of the committee. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

K. **Changes to Guidelines:** Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

L. **Contact Information:**

Tammie Smith
Housing Program Specialist
Email: tammie.smith@co.benton.wa.us
Phone: (509) 783-5284

Benton-Franklin Community Action Committee
January 1, 2016 – December 31, 2017

Outcome	Number and Units of Measure	Measurement Tools	Measurement Frequency	Sample Size
Reduction and Prevention in Homelessness	100% Households/Individuals will receive rental assistance and move from homelessness to housing	Housing Stability Plan HMIS Data	Data collected monthly in the HMIS from the clients at time of entry to time of exit	50% will complete and return a survey at time of exit
Assistance to Obtain Employment	85% of those served with rental assistance who had no income at time of application and able to work will be assisted in classes to obtain employment (Not all chronically homeless participants will be able to work due to severity of their disability)	Housing Stability Plan HMIS Data Class attendance records	Data collected monthly in the HMIS from the clients at time of entry to time of exit	50% will complete and return a survey at time of exit
Obtain Financial Literacy	85% of those served with rental assistance will be assisted in classes to develop a budget	Housing Stability Plan HMIS Data Class attendance records	Data collected monthly in the HMIS from the clients at time of entry to time of exit	50% will complete and return a survey at time of exit
Obtain Mainstream Services and/or Entitlement Referrals	• All HH that are not receiving entitlements will receive a referral to mainstream programs that may best serve them • All HH not receiving food stamps will be enrolled in the Basic Food program by CAC staff • All HH not enrolled in the Affordable Care Act will be assisted in the enrollment process by CAC Staff.	Housing Stability Plan HMIS Data	Data collected monthly in the HMIS from the clients at time of entry to time of exit	50% will complete and return a survey at time of exit

c. Agreement w/River of Life Metropolitan Community Church for Ten-Year Homeless Housing Plan

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date:	**Execute Agreement** __X__	**Consent Agenda** __X__
Subject: Grant Agreement #2016-HHAA-ROLMCC-ASC between Benton Franklin Counties Department of Human Services and River of Life Metropolitan Community Church	**Pass Resolution** __X__	**Public Hearing** _____
	Pass Ordinance _____	**1st Discussion** _____
	Pass Motion _____	**2nd Discussion** _____
	Other _____	**Other** _____
Prepared by: Maria Loera, Sr. Secretary-DHS **Reviewed by:** Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with River of Life Metropolitan Community Church to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness by funding A New Start In Life Program.

The program will provide a service center for individuals who are homeless or at risk of homelessness by providing outreach, case management, and recovery skills based on individual needs. Hygiene and laundry facilities will be available along with birth certificates, identification cards, GED testing fees, support services, and advocacy. The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness.

COORDINATION

Kyla Bennett-Marshall-BCPA
Kyle Sullivan, DHS
Melinda Diaz, DHS

SUMMARY

Award: $18,400.00
Period: January 1, 2016 through December 31, 2017
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

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 $18,400.00.

MOTION

To approve signing Grant Agreement #2016-HHAA-ROLMCC-ASC between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church, and to authorize the Chair to sign of behalf of the Board.

Kyle Sullivan

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2016-HHAA-ROLMCC-ASC BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND RIVER OF LIFE METROPOLITAN COMMUNITY CHURCH, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS BY FUNDING A NEW START IN LIFE PROGRAM

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with River of Life Metropolitan Church to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness by funding A New Start In Life Program; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements; and

BE IT RESOLVED, the program will provide a service center for individuals who are homeless or at risk of homelessness by providing outreach, case management, and recovery skills based on individual needs. Hygiene and laundry facilities will be available along with birth certificates, identification cards, GED testing fees, support services, and advocacy. The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; 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, Grant Agreement #2016-HHAA-ROLMCC-ASC between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church, to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness by funding A New Start In Life Program, for a Consideration amount of $18,400.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2016 and shall expire on December 31, 2017.

Dated this . . . .day of . . . . . ., 2015

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Loera

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2016-HHAA-ROLMCC-ASC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **River of Life Metropolitan Community Church**, a non-profit corporation with its principal offices at 2625 Bruneau Place, Suite A, Kennewick, WA 99336, (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Janet Pierce, Executive Director
River of Life Metropolitan Community Church
2625 Bruneau Place, Suite A
Kennewick, WA 99336
Phone: (509) 430-1987
E-Mail: revjanet@riveroflifemcc.org

Agreement Start Date ..... January 1, 2016
Agreement End Date ..... December 31, 2017
Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County $18,400.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Coordinated Entry System Guidelines
Exhibit D ..... Outcome Evaluation Model

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

For the Contractor:

Title: Exec Director Date 7 Dec 15

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of DEPT. OF COMMERCE, to count and collect data on all homeless individuals in Washington.

1.2. **Benton Franklin HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Dept. of Commerce HMIS system.

1.3. **CRF** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

1.4. **Client or clients** means individuals who are eligible for services under this Agreement.

1.5. **Chronically Homeless Person**: As defined by HUD, an unaccompanied homeless individual with a disabling condition who has either been continually homeless for a year or more OR has had at least four episodes of homelessness in the past three years.

1.6. **County** means the county government in and for the County of Benton, State of Washington.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligibility for Assistance – Definition of Homeless**: Families and individuals who are homeless and eligible clients. HUD defines a homeless person as someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:

- **a.** In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- **b.** In an emergency shelter;
- **c.** In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- **d.** In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- **e.** Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- **f.** Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
- **g.** Exclusion: For purposes of this program, the term "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

1.9. **Eligibility Verification and Documentation** means that all agencies that receive Agreement funds are required to maintain adequate documentation of homelessness status to determine the eligibility of persons being served. The documentation is obtained from the

participant or a third party at the time of the referral, entry, or intake. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in the past, whether the client receives any general assistance checks, and where the checks are delivered.

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

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

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

   For persons fleeing domestic violence, Contractor shall obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to prepare verification, the service provider may prepare a written statement about the participant's previous living situation for the participant to sign and date.

1.10. **Family or Families** means individual, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child.

1.11. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.12. **HMIS** means Homeless Management Information System.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.14. **Homeless Person** means an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes substance abusers, mentally ill people, and sex offenders who are homeless. RCW 43.185C.010.

1.15. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.16. **Housing Authority** means any of the public corporations created by Chapter 35.82 RCW.

1.17. **Housing Continuum** means the progression of individuals along a housing-focused continuum with homelessness at one end and self-sufficiency at the other.

1.18. **HUD** means the United States Department of Housing and Urban Development.

1.19. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.20. **Metropolitan Statistical Areas** mean geographic entities defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. The term "Core Based Statistical Area" (CBSA) is a collective term for both metro and micro areas. A metro area contains a core urban area of 50,000 or more population, and a micro area contains an urban core of at least 10,000 (but less than 50,000) population. Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

1.21. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.22. **Performance Measurement** means the process of comparing specific measures of success against ultimate and interim goals.

1.23. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.24. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://slc.leg.wa.gov.

1.25. **Shall** means compliance is mandatory.

1.26. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/

1.27. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.28. **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

1.29. **Transitional housing** means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of

time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.30. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at http://www.gpoaccess.gov/uscode/ .

1.31. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or person information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

1.32. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability as defined under RCW 71.A.10.020; or
- Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
- Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Receiving services from an individual provider as defined under RCW 74.34.020.

1.33. **WACs** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://slc.leg.wa.gov.

1.34. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the department, to count and collect data on all homeless individuals in Washington.

1.35. **Washington State homeless management information system** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their individual situations.

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

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

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

4. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and

use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

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

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

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

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

6. **COMPLIANCE WITH HIPAA:** Should the Contractor request or require Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

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

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

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

   The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records which are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential,

proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receive a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

9. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

10. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

11. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

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

13. **INDEMNIFICATION:** 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, 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section [13] shall survive termination and expiration of this Agreement.

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

14. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of Benton and Franklin Counties Department of Human Services, the State of Washington, or the County. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and Benton and Franklin Counties Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

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

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

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its elected and appointed officials, employees and agents. Any insurance or self -insurance maintained by the County, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

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

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

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

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

Policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

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

15.3. Automobile Liability Insurance: The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

15.4. Workers' Compensation Insurance: Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

15.5. Industrial Insurance Waiver: With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against Contractor by the County, and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

16. NOTICES: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and contact person and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or email to the Agreement Authorized Representative 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.

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

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

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

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

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

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

20.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County, its officers, employees or agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business; however the Contractor may also be subject to unannounced site inspections, as necessary. The Failure to provide access to offices or records, upon reasonable notice, as required by this section shall constitute a substantial breach of this Agreement.

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

20.3. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value, the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

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

21. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services

provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

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

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

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

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

25. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

26. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

27. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

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

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

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

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

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

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

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

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

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

31. WAIVER: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and

signed by its Authorized Representative. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

SPECIFIC TERMS AND CONDITIONS

32. DEFINITIONS

32.1. Benton County Resident means individuals who have spent at minimum the last night previous to applying for assistance within Benton County.

32.2. Income Eligibility: for eligible activities as defined in Section 32.3, only Benton County Residents who are extremely low-income persons with incomes at or below thirty percent of the average area median incomes as established by HUD annually for the Pasco Metropolitan Statistical Area and at immediate risk of homelessness are eligible to receive services to prevent homelessness.

32.3. Eligible Activities for Homeless Housing and Assistance funds are defined by RCW 43.185C.050(2):

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and
- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

32.4. Compliance With Fair Market Rent (FMR) and Occupancy Standards: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets Fair Market Rents to assure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

32.5. Coordinated Entry System (CES): is the facilitation of efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. Uses a uniform intake and basic assessment tool that includes; collection of required HMIS data, evaluation of client housing and service needs, maintenance of current housing inventory and space availability, maintenance of comprehensive wait list as needed and screening for eligibility for all partner agency housing and services.

32.6. Partner Agency Committee (PAC): will consist of all the CES Partner Agencies. The Committee will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

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

34. CLIENT ELIGIBILITY REQUIREMENTS

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declaration must be completed, signed and dated by agency staff. Self-declaration should be used rarely and only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

35. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved.
- Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that client's rights, including what services and benefits may be expected from the program and client, have been explained to the client; and
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client.

36. CLIENT RIGHTS

36.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients which:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative or advocate;

- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented

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

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

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

38. ORGANIZATIONAL DESIGN: The Contractor shall document:

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

39. OTHER REQUIREMENTS:

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

39.2. Participation in the Coordinated Entry System: The Contractor shall participate with Benton and Franklin Counties Department of Human Services in the Coordinated Entry System. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Coordinated Entry System Guidelines set forth by (Exhibit C).

CONSIDERATION AND PAYMENT PROVISIONS

40. CONSIDERATION: County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A. The maximum consideration for services provided shall be as follows:

40.1. Operations: Shelter operating costs available for reimbursement for operations provided during each month between January 1, 2016 and December 31, 2017 and shall not exceed $18,400.00 during the term of this Agreement.

41. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County accompanied with verifiable documentation by the 20th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty days following receipt of timely

claims for payment. Claims submitted after the 20th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (60) days after the end date of this Agreement.

42. PAYMENT PROVISIONS

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

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

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

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

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

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

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

STATEMENT OF WORK

44. Benton and Franklin County Homeless Housing and Assistance Program Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2), and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements.

This program consists of providing a service center for individuals who are homeless or at risk of homelessness by providing outreach, case management, and recovery skills based on individual needs. Hygiene and laundry facilities will be available along with birth certificates, identification cards, GED testing fees, support services, and advocacy. The goal of the center is to connect individuals who are homeless or at risk of homelessness to resources within the community therefore, reducing the incidence of homelessness. Hours of operations are Tuesday, Wednesday, and Thursday, 8:00 AM to 1:00 PM.

Eligible expenses include:

- Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal; cable television is not an eligible expense)
- Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
    - Security and janitorial (salaries and benefits associated with providing security, janitorial services).
    - Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.).
    - Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
    - On-site and off-site management costs related to the building.
    - Facility specific insurance (mortgage insurance is not allowable) and accounting.

45. DUPLICATION OF SERVICES: None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

46. PERFORMANCE GOALS: The performance goals for the Benton County Homeless Housing and Assistance funds are:

- to provide supportive services to eligible Benton County clients
- to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
- to decrease homelessness in Benton County.

47. OUTCOME EVALUATION: Program outcomes will be monitored and tracked against the HMIS database reports, and the Technical Submission within the Bi-County Homeless Housing and Assistance Funds Program Technical Submission and Outcome Evaluation Model attached to this Agreement as Exhibit D.

REPORTING AND DELIVERABLES

48. HMIS SYSTEM: The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill on or before the 20th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter all client information into the HMIS system on an ongoing basis. The Contractor will exit client information from the HMIS system on a timely basis.

49. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 20th of the month following each month of service delivery:

   a. **Supportive Service Report**: Information documented in client files which summarizes:

      - Number of service hours;
      - Progress toward individual goals and objectives;
      - Staff involvement in assisting the client in meeting the goals of their plan;
      - Barriers encountered during the reporting period.
      - HMIS documentation

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

River of Life Metropolitan Community Church
January 1, 2016 – December 31, 2017

Item and Narrative	*Computation*	*Cost:*
OPERATIONS		
Shelter Operations	$1,000.00 per month x 24 months x .70	$16,800.00
Birth Certificates and Identification Cards	Approximately $20.00 x 20 people	$ 400.00
GED Testing Fees	Approximately $30.00 x 4 tests x 10 person	$ 1,200.00
	TOTAL	**$18,400.00**

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

As a CES partner, you can expect the following service commitments from BFDHS CES:

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

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

- Provide CES the list of qualification criteria for each of its programs.
- Refer all households requesting homeless housing assistance to CES.
- Identify a point of contact(s) for CES to direct any referrals.
- Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact CES.
- Attend CES housing provider/PAC meetings on a regular basis.

On behalf of River of Life MCC, I, Janet Pierce, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

7 Dec 15

Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- A willingness to use front door (no side or back doors)
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What CES does:

- Assess callers for immediacy of need and place into appropriate program and or service
- Assess callers risks of homelessness
- All callers screened for diversion
- Assess for level of need
- Answers to assessment questions dictate how to proceed with screenings
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services on a first come first serve basis allows for a specific number of households to be screened daily.
- Provides additional assessment/case management based on needs with an Intake Specialist.

CES goals:

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral
- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household

- Decrease duplication of services to the same household
- Provide improved access to services

B. Prescreening: The Intake Specialist responds to the household on the phone or in person with a prescreening to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Record Ineligibles
- Provide Information

C. Assessment

Homeless: Households are considered homeless if they are unsheltered or are living in a temporary housing situation, as described below:

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:

    - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
    - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.

2. One or more household members who are exiting a system of care and have no available housing options after exiting:

    - Psychiatric hospital or other psychiatric facility,
    - Substance abuse treatment facility or detox center,
    - Hospital (non-psychiatric),
    - Jail, prison, or juvenile detention facility, or
    - Foster care home or foster care group home.

The definition of homelessness also includes those in a Domestic Violence Shelter, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, or in an emergency housing situation which is from no cause of their own.

At Risk of Becoming Homeless: Households are considered at risk of homelessness if they will imminently lose their primary nighttime residence within 14 days of the date of application for assistance, including people facing eviction for non-payment of rent. Rent assistance to prevent homelessness must be targeted to those households at highest risk of becoming homeless.

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment. The assessment incorporates the HMIS Universal Data Elements

Step One:
The assessment determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status

If household is in need of emergency shelter only, the Intake Case Manager will move on to complete the shelter assistance eligibility worksheet.

- Determine if household qualifies for emergency motel voucher
- Process motel voucher
- Enter information into HMIS

Step Two:
Will determine one of the following:

1. If Household is at risk:
   - Prevention Eligibility Determination Worksheet
   - Obtain additional paperwork
   - Process rental assistance voucher
   - Enter information into HMIS

2. If Household is homeless:
   - Determine barriers
   - Determine what level of engagement is necessary
   - Process rental assistance voucher
   - Collect addition paperwork necessary to make a housing program referral
   - Enter household into Housing Interest Pool (HIP)
   - Upload information into HMIS
   - Make housing program referral

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

D. Direct Services Provided within CES

Emergency Motel/Shelter Vouchers: Motel/Shelter vouchers will be issue only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them.

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager

- Households refused admission to UGM for the following reasons will not be considered eligible:
  - Negative behavior or not adhering to rules while at the UGM
  - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)

- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)

- Motel/Shelter vouchers are limited to one week except under special circumstances

- Motel/Shelter vouchers will be issued to motels selected by CES staff

Homeless Prevention: Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Households at or below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Only households whom have proof of a crisis which caused the eviction
- Only households whom do not have any other resources to resolve the crisis
- Only households who have a reasonable sustainable resolution and can show proof of such
- Households must score at least 20 points on the rating tool to receive assistance (or override authorization)
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the appropriate unit size
- Households not eligible for homeless prevention services through CES will be assessed for other housing programs

Rapid Re-Housing: Rapid re-housing assistance applies to households that are currently homeless, or living in a shelter or motel and in need of first month rent and/or deposit.

- Households at or below 30% AMI
- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization) or other means determined by CES staff
- Households living with family or friends may be eligible for assistance if their stay is jeopardizing the host family's housing (i.e. host family has received an eviction notice due to overcrowding, the host family is on Section 8 housing)
- Households will complete a full intake assessment to determine barriers and service need
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible. If no program availability, households will be entered into the HIP
- Direct service provided by CES will consist of no more than 30 days of FMR

- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget
- Households receiving assistance by CES must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties:

Household Size*	Unit Size Allowable
1 -2 persons	Studio
1-4 persons	One bedroom
5- 6 persons	Two bedroom
7-8 persons	Three bedroom
9 persons or more	Four bedroom/Plus

*Override with Administrator approval ONLY

Community Resources: CES will provide community resources and referrals including the "Red Book" which is a comprehensive guide to services in Benton and Franklin Counties.

E. **Referral Process:** Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. Partner agencies routinely notify CES staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify CES whether the client was accepted into the program or why the household was turned away
- Client data and HMIS number will be shared with the referral agency
  If an agency sends a client to CES for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, CES will make every effort to honor the request.

F. **Partner Participation Agreement:** Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by CES
- Partnership agencies will notify CES within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to CES for a prescreening
- Partnership agencies will update HMIS within 72 hours of entry and exit of program participants so that "real time" data and bed count availability is accurate.

G. **HMIS data collection and entry:** Accurate and timely HMIS data is essential to the success of the CES. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by CES. If a household is already part of the HMIS then their information will be updated by CES.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

H. **Housing Interest Pool (HIP):** If the referred program(s) is full, all households whom receive a full assessment and determined eligible for assistance will be entered into the HIP.

I. **System Evaluation:** System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback. The following are areas which CES will evaluate:

- Are more people being prevented or diverted from entering homelessness?
- Are people moving through the homeless assistance more quickly?
- Are more people exiting the system for permanent housing?
- Are lengths of stay in homelessness decreasing?
- Are their fewer repeat entries into homelessness?
- What is the percent of successful referrals to partner agencies?
- What is the percent of household who complete an assessment within 72 hours of first contact with CES?

J. **Partner Agency Committee (PAC):** Benton and Franklin Department of Human Services will hold PAC quarterly to discuss and evaluate CES. This gives an opportunity to provide feedback, resolve issues and conflicts and suggest improvement for the program. Each partner agency will be represented as part of the committee. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

K. **Changes to Guidelines:** Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

L. **Contact Information:**

Tammie Smith
Housing Program Specialist
Email: tammie.smith@co.benton.wa.us
Phone: (509) 783-5284

River of Life Metropolitan Community Church-ANSIL Service Center
January 1, 2016 – December 31, 2017

Outcome	Number and Units of Measure	Measurement Tools	Measurement Frequency	Sample Size
Provide emergency and transitional housing	100%	Intake / Assessment	Program Entry	2 Households
Households are successfully connected to community resources.	50% of the households served will demonstrate increased knowledge of community resources.	Housing Stability Plan Class quiz scores above 70% Case Notes	Program Entry Monthly Ongoing	1 Households
Households with significant barriers are identified and provided education to learn successful tenant skills.	50% of the households served with identified barriers with financial literacy will be offered assistance to improve their skills.	Intake/Assessment Class sign in sheets Case Notes Data Collection Tool	Program Entry Monthly Ongoing Program Completion	1 Households
Households received assistance through case management to address housing issues and achieve goals.	100% of the households served will receive case management services.	HMIS Case Notes	Ongoing	2 Households
Households are connected to internal agency resources and provided services in addition to housing assistance.	100% of the households served will be offered additional agency services.	Intake/Assessment Case Notes	Program Entry Ongoing	2 Households

d. Agreement w/River of Life Metropolitan Community Church for Young Adult Renters Program

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date:	**Execute Agreement** __X__	**Consent Agenda** __X__
Subject: Grant Agreement #2016-HHAA-ROLMCC-YARP between Benton Franklin Counties Department of Human Services and River of Life Metropolitan Community Church	**Pass Resolution** __X__	**Public Hearing** _____
	Pass Ordinance _____	**1st Discussion** _____
	Pass Motion _____	**2nd Discussion** _____
	Other _____	**Other** _____
Prepared by: Maria Loera, Sr. Secretary-DHS **Reviewed by:** Kyle Sullivan, Administrator-DHS		

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to contract with River of Life Metropolitan Community Church to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness by funding the Young Adult Renters Program.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

COORDINATION

Kyla Bennett-Marshall-BCPA
Kyle Sullivan, DHS
Melinda Diaz, DHS

SUMMARY

Award: $153,016.00
Period: January 1, 2016 through December 31, 2017
Funding Source: Homeless Housing and Assistance Fund 0154101

RECOMMENDATION

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

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 $153,016.00

MOTION

To approve signing Grant Agreement #2016-HHAA-ROLMCC-YARP between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church, and to authorize the Chair to sign of behalf of the Board.

Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2016-HHAA-ROLMCC-YARP BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND RIVER OF LIFE METROPOLITAN COMMUNITY CHURCH, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS BY FUNDING THE YOUNG ADULT RENTERS PROGRAM

WHEREAS, Benton and Franklin Counties Department of Human Services would like to contract with River of Life Metropolitan Church to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin County to reduce homelessness by funding the Young Adult Renters Program; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements; and

BE IT RESOLVED, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; 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, Grant Agreement #2016-HHAA-ROLMCC-YARP between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church, to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness by funding the Young Adult Renters Program, for a Consideration amount of $153,016.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2016 and shall expire on December 31, 2017.

Dated this . . . .day of . . . . . , 2015

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Loera

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2016-HHAA-ROLMCC-YARP

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **River of Life Metropolitan Community Church**, a non-profit corporation with its principal offices at 2625 Bruneau Place, Suite A, Kennewick, WA 99336, (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Janet Pierce, Executive Director
River of Life Metropolitan Community Church
2625 Bruneau Place, Suite A
Kennewick, WA 99336
Phone: (509) 430-1987
E-Mail: revjanet@riveroflifemcc.org

Agreement Start Date ..... January 1, 2016
Agreement End Date ..... December 31, 2017
Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County $153,016.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Coordinated Entry System Guidelines
Exhibit D ..... Outcome Evaluation Model

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

For the Contractor:

Title: Exec Dir Date 7 Dec 15

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of DEPT. OF COMMERCE, to count and collect data on all homeless individuals in Washington.

1.2. **Benton Franklin HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Dept. of Commerce HMIS system.

1.3. **CRF** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

1.4. **Client or clients** means individuals who are eligible for services under this Agreement.

1.5. **Chronically Homeless Person**: As defined by HUD, an unaccompanied homeless individual with a disabling condition who has either been continually homeless for a year or more OR has had at least four episodes of homelessness in the past three years.

1.6. **County** means the county government in and for the County of Benton, State of Washington.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligibility for Assistance – Definition of Homeless**: Families and individuals who are homeless and eligible clients. HUD defines a homeless person as someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:

- **a.** In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
- **b.** In an emergency shelter;
- **c.** In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
- **d.** In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
- **e.** Is being discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
- **f.** Is fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
- **g.** Exclusion: For purposes of this program, the term "homeless individual" does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

1.9. **Eligibility Verification and Documentation** means that all agencies that receive Agreement funds are required to maintain adequate documentation of homelessness status to determine the eligibility of persons being served. The documentation is obtained from the

participant or a third party at the time of the referral, entry, or intake. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the participant is living on the street or in short-term emergency shelter. This may include names of organizations or outreach workers who have assisted them in the past, whether the client receives any general assistance checks, and where the checks are delivered.

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

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

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

   For persons fleeing domestic violence, Contractor shall obtain written verification from the participant that he/she is fleeing a domestic violence situation. If a participant is unable to prepare verification, the service provider may prepare a written statement about the participant's previous living situation for the participant to sign and date.

1.10. **Family or Families** means individual, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child.

1.11. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.12. **HMIS** means Homeless Management Information System.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.14. **Homeless Person** means an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes substance abusers, mentally ill people, and sex offenders who are homeless. RCW 43.185C.010.

1.15. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.16. **Housing Authority** means any of the public corporations created by Chapter 35.82 RCW.

1.17. **Housing Continuum** means the progression of individuals along a housing-focused continuum with homelessness at one end and self-sufficiency at the other.

1.18. **HUD** means the United States Department of Housing and Urban Development.

1.19. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.20. **Metropolitan Statistical Areas** mean geographic entities defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. The term "Core Based Statistical Area" (CBSA) is a collective term for both metro and micro areas. A metro area contains a core urban area of 50,000 or more population, and a micro area contains an urban core of at least 10,000 (but less than 50,000) population. Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

1.21. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.22. **Performance Measurement** means the process of comparing specific measures of success against ultimate and interim goals.

1.23. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.24. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://slc.leg.wa.gov.

1.25. **Shall** means compliance is mandatory.

1.26. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/

1.27. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.28. **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

1.29. **Transitional housing** means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of

time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.30. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at http://www.gpoaccess.gov/uscode/ .

1.31. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or person information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

1.32. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability as defined under RCW 71.A.10.020; or
- Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
- Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Receiving services from an individual provider as defined under RCW 74.34.020.

1.33. **WACs** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://slc.leg.wa.gov.

1.34. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the department, to count and collect data on all homeless individuals in Washington.

1.35. **Washington State homeless management information system** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their individual situations.

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

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

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

4. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and

use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

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

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

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

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

6. **COMPLIANCE WITH HIPAA:** Should the Contractor request or require Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

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

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

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

   The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records which are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential,

proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receive a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

9. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

10. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

11. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

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

13. **INDEMNIFICATION:** 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, 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 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 benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section [13] shall survive termination and expiration of this Agreement.

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

14. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of Benton and Franklin Counties Department of Human Services, the State of Washington, or the County. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and Benton and Franklin Counties Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

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

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

    All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. The Contractor's insurance coverage shall be primary insurance as respect to the County, its elected and appointed officials, employees and agents. Any insurance or self -insurance maintained by the County, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

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

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

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

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

    Policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

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

15.3. Automobile Liability Insurance: The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (CA0001); or equivalent in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

15.4. Workers' Compensation Insurance: Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

15.5. Industrial Insurance Waiver: With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against Contractor by the County, and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

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

16. NOTICES: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and contact person and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or email to the Agreement Authorized Representative 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.

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

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

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

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

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

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

20.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County, its officers, employees or agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business; however the Contractor may also be subject to unannounced site inspections, as necessary. The Failure to provide access to offices or records, upon reasonable notice, as required by this section shall constitute a substantial breach of this Agreement.

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

20.3. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value, the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

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

21. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services

provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

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

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

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

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

25. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

26. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

27. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

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

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

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

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

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

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

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

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

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

31. WAIVER: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and

signed by its Authorized Representative. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

SPECIFIC TERMS AND CONDITIONS

32. DEFINITIONS

32.1. Benton County Resident means individuals who have spent at minimum the last night previous to applying for assistance within Benton County.

32.2. Income Eligibility: for eligible activities as defined in Section 32.3, only Benton County Residents who are extremely low-income persons with incomes at or below thirty percent of the average area median incomes as established by HUD annually for the Pasco Metropolitan Statistical Area and at immediate risk of homelessness are eligible to receive services to prevent homelessness.

32.3. Eligible Activities for Homeless Housing and Assistance funds are defined by RCW 43.185C.050(2):

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and
- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

32.4. Compliance With Fair Market Rent (FMR) and Occupancy Standards: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets Fair Market Rents to assure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

32.5. Coordinated Entry System (CES): is the facilitation of efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. Uses a uniform intake and basic assessment tool that includes; collection of required HMIS data, evaluation of client housing and service needs, maintenance of current housing inventory and space availability, maintenance of comprehensive wait list as needed and screening for eligibility for all partner agency housing and services.

32.6. Partner Agency Committee (PAC): will consist of all the CES Partner Agencies. The Committee will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

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

34. CLIENT ELIGIBILITY REQUIREMENTS

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria, definitions of homelessness criteria and between the ages of eighteen (18) through twenty-four (24) shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declaration must be completed, signed and dated by agency staff. Self-declaration should be used rarely and only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

35. CLIENT FILES: All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved.
- Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that client's rights, including what services and benefits may be expected from the program and client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For eviction prevention, verification and documentation of an eviction or foreclosure; or
- For rental assistance, verification and documentation of a lease agreement.

36. CLIENT RIGHTS

36.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients which:

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

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

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

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

38. ORGANIZATIONAL DESIGN: The Contractor shall document:

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

39. OTHER REQUIREMENTS:

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

39.2. Participation in the Coordinated Entry System: The Contractor shall participate with Benton and Franklin Counties Department of Human Services in the Coordinated Entry System. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B) and shall designate an individual within its organization to be part of the Benton and Franklin Counties Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Coordinated Entry System Guidelines set forth by (Exhibit C).

CONSIDERATION AND PAYMENT PROVISIONS

40. CONSIDERATION: County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A. The maximum consideration for services provided shall be as follows:

40.1. RAPID REHOUSING

a. **Direct Service Vouchers** are eligible for reimbursement for direct expenses provided during each month between January 1, 2016 and December 31, 2017 and shall not exceed $63,120.00 during the term of this Agreement.

b. **Program Support Services** eligible reimbursements are to be billed at no more than $526.00 per month between January 1, 2016 and December 31, 2017 and shall not exceed $12,624.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement are to be billed at 5% of the total Direct Services and Program Support Services provided each month between January 1, 2016 and December 31, 2017 and shall not exceed $3,788.00 during the term of this Agreement.

40.2. EVICTION PREVENTION

a. **Direct Service Vouchers** are eligible for reimbursement for direct expenses provided during each month between January 1, 2016 and December 31, 2017 and shall not exceed $58,320.00 during the term of this Agreement.

b. **Program Support Services** eligible reimbursements are to be billed at no more than $486.00 per month between January 1, 2016 and December 31, 2017 and shall not exceed $11,664.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement are to be billed at 5% of the total Direct Services and Program Support Services provided each month between January 1, 2016 and December 31, 2017 and shall not exceed $3,500.00 during the term of this Agreement.

41. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County accompanied with verifiable documentation by the 20th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty days following receipt of timely claims for payment. Claims submitted after the 20th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (60) days after the end date of this Agreement.

42. PAYMENT PROVISIONS

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

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

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

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

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

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

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

STATEMENT OF WORK

44. Benton and Franklin County Homeless Housing and Assistance Program Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2), and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least one night prior to applying for services, and who are found to have met the program's eligibility and documentation requirements. This program consists of two separate sections. a) **Direct Service Vouchers**, a short-term financial assistance program, and b) **Supportive Services**, consisting of case management specific tasks to assist the County with meeting their overall goals to reduce homelessness.

44.1. RAPID REHOUSING

a. **Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall directly provide financial assistance in the following forms to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of assistance cannot exceed the amount equivalent to one hundred and eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred and eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
- Rental application vouchers to assist clients in obtaining permanent housing
- Security deposit up to two month's rent
- Life skills classes that offer skill building and support to assist clients in maintaining permanent housing.

b. **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall directly provide a reasonable level of supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement

from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of the supportive service encounter shall be sufficient in content to support the reported length of service.

The supportive services that the Contractor may provide eligible persons are:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

44.2. EVICTION PREVENTION

b. Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall directly provide financial assistance in the following forms to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of assistance cannot exceed the amount equivalent to one hundred and eighty (180) days total of Fair Market Rent per household served for eviction prevention. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred and eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model for eviction prevention, restricted to individuals or families who have received eviction or foreclosure notices, or other County approved documentation from a landlord. Assistance must be necessary to avoid eviction or foreclosure. There must be a reasonable prospect that the individual or family receiving homelessness prevention assistance will be able to resume payments within a reasonable period of time or become eligible for a longer termed subsidy program.
- Up to ninety (90) days rental arrears, based on the Fair Market Rent per household for eviction prevention

b. Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Contractor shall directly provide a reasonable level of supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of the supportive service encounter shall be sufficient in content to support the reported length of service.

The supportive services that the Contractor may provide eligible persons are:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes.

45. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

46. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
    - to provide supportive services to eligible Benton County clients
    - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
    - to decrease homelessness in Benton County.

47. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports, and the Technical Submission within the Bi-County Homeless Housing and Assistance Funds Program Technical Submission and Outcome Evaluation Model attached to this Agreement as Exhibit D.

REPORTING AND DELIVERABLES

48. **HMIS SYSTEM:** The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill on or before the 20th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter all client information into the HMIS system on an ongoing basis. The Contractor will exit client information from the HMIS system on a timely basis.

49. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 20th of the month following each month of service delivery:

    a. **Supportive Service Report**: Information documented in client files which summarizes:
        - Number of service hours;
        - Progress toward individual goals and objectives;
        - Staff involvement in assisting the client in meeting the goals of their plan;
        - Barriers encountered during the reporting period.
        - HMIS documentation

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

Exhibit A
Budget

River of Life Metropolitan Community Church – Young Adult Renters Program
January 1, 2016 – December 31, 2017

Item and Narrative	*Computation*	*Cost:*
DIRECT SERVICE – Rapid Rehousing		
Graduated Rental Assistance (including security deposits and application fees)	$648.00 per month Fair Market Rent One-Bedroom 1st Month 100%: $648.00 2nd Month 100%: $648.00 3rd Month 80%: $518.40 4th Month 60%: $388.80 5th Month 40%: $259.20 6th Month 20%: $129.60 Deposit Up to $648.00 Application fees up to $40 x 2 = $80 Total: $3,320.00 per unit x 18 units	$59,760.00
Life Skills Class	24 sessions x $200.00 x .70	$ 3,360.00
	Subtotal	$63,120.00
PROGRAM SUPPORT SERVICES		
Computation is based on $526.00 per month X 24 months		$12,624.00
	Subtotal	$12,624.00
ADMINISTRATION		
Limited to 5% of Direct Service and Program Support Services		$ 3,788.00
	TOTAL	**$79,532.00**

River of Life Metropolitan Community Church – Young Adult Renters Program
January 1, 2016 – December 31, 2017

Item and Narrative	*Computation*	*Cost:*
DIRECT SERVICE – Eviction Prevention		
Eviction Prevention	$648.00 per month Fair Market Rent One-Bedroom 1st Month 100%: $648.00 (Current Eviction) 2nd Month 100%: $648.00 3rd Month 80%: $518.40 4th Month 60%: $388.80 5th Month 40%: $259.20 6th Month 20%: $129.60 Additional Month Up to $648.00 (Past Eviction) Total: $3,240.00 per unit x 18 units	$58,320.00
	Subtotal	$58,320.00
PROGRAM SUPPORT SERVICES		
Computation is based on $486.00 per month X 24 months		$11,664.00
	Subtotal	$11,664.00
ADMINISTRATION		
Limited to 5% of Direct Service and Program Support Services		$ 3,500.00
	TOTAL	**$73,484.00**

Exhibit B

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

As a CES partner, you can expect the following service commitments from BFDHS CES:

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

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

- Provide CES the list of qualification criteria for each of its programs.
- Refer all households requesting homeless housing assistance to CES.
- Identify a point of contact(s) for CES to direct any referrals.
- Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact CES.
- Attend CES housing provider/PAC meetings on a regular basis.

On behalf of River of Life MCC, I, Janet Pierce, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

7 Dec 15

Agency Representative and Date

Benton and Franklin Counties Department of Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- A willingness to use front door (no side or back doors)
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What CES does:

- Assess callers for immediacy of need and place into appropriate program and or service
- Assess callers risks of homelessness
- All callers screened for diversion
- Assess for level of need
- Answers to assessment questions dictate how to proceed with screenings
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services on a first come first serve basis allows for a specific number of households to be screened daily.
- Provides additional assessment/case management based on needs with an Intake Specialist.

CES goals:

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral
- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household

- Decrease duplication of services to the same household
- Provide improved access to services

B. Prescreening: The Intake Specialist responds to the household on the phone or in person with a prescreening to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Record Ineligibles
- Provide Information

C. Assessment

Homeless: Households are considered homeless if they are unsheltered or are living in a temporary housing situation, as described below:

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:

    - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
    - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.

2. One or more household members who are exiting a system of care and have no available housing options after exiting:

    - Psychiatric hospital or other psychiatric facility,
    - Substance abuse treatment facility or detox center,
    - Hospital (non-psychiatric),
    - Jail, prison, or juvenile detention facility, or
    - Foster care home or foster care group home.

The definition of homelessness also includes those in a Domestic Violence Shelter, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions, or in an emergency housing situation which is from no cause of their own.

At Risk of Becoming Homeless: Households are considered at risk of homelessness if they will imminently lose their primary nighttime residence within 14 days of the date of application for assistance, including people facing eviction for non-payment of rent. Rent assistance to prevent homelessness must be targeted to those households at highest risk of becoming homeless.

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment. The assessment incorporates the HMIS Universal Data Elements

Step One:
The assessment determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status

If household is in need of emergency shelter only, the Intake Case Manager will move on to complete the shelter assistance eligibility worksheet.

- Determine if household qualifies for emergency motel voucher
- Process motel voucher
- Enter information into HMIS

Step Two:
Will determine one of the following:

1. If Household is at risk:
   - Prevention Eligibility Determination Worksheet
   - Obtain additional paperwork
   - Process rental assistance voucher
   - Enter information into HMIS

2. If Household is homeless:
   - Determine barriers
   - Determine what level of engagement is necessary
   - Process rental assistance voucher
   - Collect addition paperwork necessary to make a housing program referral
   - Enter household into Housing Interest Pool (HIP)
   - Upload information into HMIS
   - Make housing program referral

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

D. Direct Services Provided within CES

Emergency Motel/Shelter Vouchers: Motel/Shelter vouchers will be issue only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them.

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager

- Households refused admission to UGM for the following reasons will not be considered eligible:
  - Negative behavior or not adhering to rules while at the UGM
  - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)

- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)

- Motel/Shelter vouchers are limited to one week except under special circumstances

- Motel/Shelter vouchers will be issued to motels selected by CES staff

Homeless Prevention: Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Households at or below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Only households whom have proof of a crisis which caused the eviction
- Only households whom do not have any other resources to resolve the crisis
- Only households who have a reasonable sustainable resolution and can show proof of such
- Households must score at least 20 points on the rating tool to receive assistance (or override authorization)
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the appropriate unit size
- Households not eligible for homeless prevention services through CES will be assessed for other housing programs

Rapid Re-Housing: Rapid re-housing assistance applies to households that are currently homeless, or living in a shelter or motel and in need of first month rent and/or deposit.

- Households at or below 30% AMI
- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization) or other means determined by CES staff
- Households living with family or friends may be eligible for assistance if their stay is jeopardizing the host family's housing (i.e. host family has received an eviction notice due to overcrowding, the host family is on Section 8 housing)
- Households will complete a full intake assessment to determine barriers and service need
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible. If no program availability, households will be entered into the HIP
- Direct service provided by CES will consist of no more than 30 days of FMR

- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget
- Households receiving assistance by CES must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties:

Household Size*	Unit Size Allowable
1 -2 persons	Studio
1-4 persons	One bedroom
5- 6 persons	Two bedroom
7-8 persons	Three bedroom
9 persons or more	Four bedroom/Plus

*Override with Administrator approval ONLY

Community Resources: CES will provide community resources and referrals including the "Red Book" which is a comprehensive guide to services in Benton and Franklin Counties.

E. **Referral Process:** Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. Partner agencies routinely notify CES staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify CES whether the client was accepted into the program or why the household was turned away
- Client data and HMIS number will be shared with the referral agency
  If an agency sends a client to CES for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, CES will make every effort to honor the request.

F. **Partner Participation Agreement:** Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by CES
- Partnership agencies will notify CES within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to CES for a prescreening
- Partnership agencies will update HMIS within 72 hours of entry and exit of program participants so that "real time" data and bed count availability is accurate.

G. **HMIS data collection and entry:** Accurate and timely HMIS data is essential to the success of the CES. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by CES. If a household is already part of the HMIS then their information will be updated by CES.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

H. **Housing Interest Pool (HIP):** If the referred program(s) is full, all households whom receive a full assessment and determined eligible for assistance will be entered into the HIP.

I. **System Evaluation:** System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback. The following are areas which CES will evaluate:

- Are more people being prevented or diverted from entering homelessness?
- Are people moving through the homeless assistance more quickly?
- Are more people exiting the system for permanent housing?
- Are lengths of stay in homelessness decreasing?
- Are their fewer repeat entries into homelessness?
- What is the percent of successful referrals to partner agencies?
- What is the percent of household who complete an assessment within 72 hours of first contact with CES?

J. **Partner Agency Committee (PAC):** Benton and Franklin Department of Human Services will hold PAC quarterly to discuss and evaluate CES. This gives an opportunity to provide feedback, resolve issues and conflicts and suggest improvement for the program. Each partner agency will be represented as part of the committee. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

K. **Changes to Guidelines:** Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

L. **Contact Information:**

Tammie Smith
Housing Program Specialist
Email: tammie.smith@co.benton.wa.us
Phone: (509) 783-5284

River of Life Metropolitan Community Church-Young Adult Renters Program
January 1, 2016 – December 31, 2017

Outcome	Number and Units of Measure	Measurement Tools	Measurement Frequency	Sample Size
Households will stabilize their housing or achieve safe and adequate housing.	60% of the households served will secure or retain safe and adequate housing.	Intake / Assessment Housing Stability Plan Case Notes	Program Entry Ongoing/monthly	6 Households
Households are successfully connected to community resources.	50% of the households served will demonstrate increased knowledge of community resources.	Housing Stability Plan Class quiz scores above 70% Case Notes	Program Entry Monthly Ongoing	3 Households
Households with significant barriers are identified and provided education to learn successful tenant skills.	50% of the households served with identified barriers with financial literacy will be offered assistance to improve their skills.	Intake/Assessment Class sign in sheets Case Notes Data Collection Tool	Program Entry Monthly Ongoing Program Completion	3 Households
Households received assistance through case management to address housing issues and achieve goals.	100% of the households served will receive case management services.	HMIS Case Notes	Ongoing	6 Households
Households are connected to internal agency resources and provided services in addition to housing assistance.	100% of the households served will be offered additional agency services.	Intake/Assessment Case Notes	Program Entry Ongoing	6 Households

e. Agreement w/State of WA, Administrative Office of the Courts for Court Interpreter Funding

AGENDA ITEM: Consent	**TYPE OF ACTION NEEDED**	
MEETING DATE: B/C 12-15-15 F/C 12-02-15	Executive Contract xx	CONSENT AGENDA xx
SUBJECT: Interagency Agreement IAA16183 with Administrative Office of the Courts for Court Interpreter Funding	Pass Resolution xx	PUBLIC HEARING
	Pass Ordinance ___	1ST DISCUSSION
	Pass Motion ___	2ND DISCUSSION
Prepared By: Toni Lehman	Other ___	OTHER
Reviewed By: Darryl Banks		

BACKGROUND INFORMATION

The State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding Requirements.

SUMMARY

The period of performance for this agreement is from July 1, 2015 through June 30, 2016. The Interagency Agreement is backdated to July 1, 2015 so that services are not interrupted and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2015. The contract was not received until October 14, 2015.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement #IAA16183 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

COORDINATION

Coordination of the agreement occurred as follows: James Bell, Contracting Attorney for Franklin County who reviewed the agreement as to form; Administrative Office of the Courts (AOC); and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of $16,575.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the AOC Contract (IAA16183) between Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County all four (4) originals are to be returned to Toni Lehman for AOC signature.

I certify the above information is accurate and complete.

Toni Lehman

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT IAA16183 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA16183 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

WHEREAS, the new agreement was not received until October 14, 2015 and is backdated to July 1, 2015 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2015; and

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, that the boards herby concur with the Administrator and approve the interagency agreement between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

BE IT FURTHER RESOLVED, the Juvenile Justice Center will be reimbursed a maximum of $16,575.00 for costs incurred during the period of performance; and

BE IT FURTHER RESOLVED, that the chairman is authorized to sign the attached Interagency Agreement; and

BE IT FURTHER RESOLVED, the agreement is July 1, 2015 and expires on June 30, 2016.

DATED this 15th day of December 2015
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

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

ATTEST:

_____
Clerk of the Board

DATED this 2nd day of December 2015
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

_____
Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-AOC, 1-Juvenile

INTERAGENCY AGREEMENT IAA16183
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON/FRANKLIN COUNTIES

THIS AGREEMENT ("Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and Benton/Franklin Counties ("County"), for the purpose of distributing funds for court interpreter services expenses to the Benton/Franklin Counties Juvenile Court ("Court").

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

a) "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing ("ODHH") pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at https://www.dshs.wa.gov/altsa/odhh/court-interpreting

b) "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.

c) "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).

d) "Qualifying Event" means a court interpreted event meeting the criteria found in Exhibit A and incorporated herein by reference and for which reimbursement is sought by the Court.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient ("LEP"), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

a) These funds are intended to address the Court's following needs:

- Financial need - i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and
- Interpreter need - i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court's most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

a) The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data ("ISF Data") reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.

b) Electronic data shall be submitted quarterly following the schedule as outlined in Section 5c below and using the online application and instructions found, and incorporated herein by reference, at: http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding.

c) The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.

d) The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.

e) The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.

f) The Court agrees to submit a written report to the designated AOC Program Manager by June 30, 2016, using the template attached at Exhibit B. The report will, among other things, identify and describe innovations and best and promising practices for interpreter services which have been implemented by the Court since July 1, 2014.

g) As a condition of receiving funding under this Agreement, the Court agrees to implement, maintain, and annually review an AOC-approved Language Assistance Plan (LAP) as reported in response to Section 10 of Exhibit B.

4. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2015, regardless of the date of execution and which shall end on June 30, 2016.

5. COMPENSATION

a) The Court shall be reimbursed a maximum of $16,575 for interpreter services costs incurred during the period of July 1, 2015 to June 30, 2016. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2016.

b) The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.

c) The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:

1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2015 and September 30, 2015, must be received by the AOC no later than December 31, 2015.
2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2015 and December 31, 2015, must be received by the AOC no later than March 1, 2016.
3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2016 and March 30, 2016, must be received by the AOC no later than April 30, 2016.
4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2016 and June 30, 2016, must be received by the AOC no later than July 31, 2016.

d) If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e) The Court shall, submit its paper A-19 invoices quarterly to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.

f) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.

g) The Court shall maintain sufficient backup documentation of expenses under this Agreement.

h) The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

a) Applicable state and federal statutes and rules;
b) This Agreement; and
c) Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

19. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Robert Lichtenberg 1206 Quince Street SE PO Box 41170 Olympia, WA 98504-1170 robert.lichtenberg@courts.wa.gov (360) 350-5373	**Darryl Banks** Administrator 5606 W Canal Pl Ste 106 Kennewick, WA 99336-1300 Darryl.Banks@co.benton.wa.us 509-222-2316

AGREED:

Administrative Office of the Courts	**Benton/Franklin Counties**
	see attached signature page
Signature *Date*	*Signature* *Date*
Callie Dietz	
Name	*Name*
Administrator, AOC	
Title	*Title*

EXHIBIT A
WASHINGTON STATE INTERPRETER SERVICES FUNDING

Funding Conditions and Payment Structure

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

1. General Funding Conditions

The AOC will reimburse courts under this Agreement for the cost of interpreting services provided by persons appointed pursuant to RCW 2.43 who are AOC-credentialed in either certified or registered spoken languages, or by persons appointed pursuant to RCW 2.42 who are certified by the Office of the Deaf and Hard of Hearing (ODHH) under the applicable sections of WAC 388-818-500, *et.seq.* The reimbursement conditions are as follows:

A. Spoken Language Interpreters

1) **Certified and Registered Language Interpreters**

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters as outlined in this Exhibit A.

2) **Non-Credentialed Interpreters in Certified and Registered Language Categories**

When the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC in a certified or registered language, reimbursement will be provided for actual compensation paid pursuant to the payment structure as outlined in this Exhibit A, Section 2, (see "Payment Structure"), for those non-credentialed interpreters, providing that the interpreter is deemed qualified on the record by the Court pursuant to Chapter 2.43 RCW.

3) **Non-Credentialed Languages**

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been deemed qualified on the record pursuant to 2.43 RCW.

B. Sign Language Interpreters

Reimbursement shall be authorized for the services of ODHH-certified American Sign Language (ASL) interpreters as defined in Section 1.a of the Agreement and who are appointed pursuant to Chapter 2.42 RCW.

C. Salaried Staff and Contract Interpreters

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

D. Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for Limited English Proficiency (LEP) persons or persons who rely

on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

E. Scope of Interpreter Funding

Reimbursement payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

2. Payment Structure

A. Hourly Rate

1) **Rate for Spoken Language Interpreters**

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by ODHH-certified or AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed $25 an hour for interpreter hourly rates and hourly minimum charges.

2) **Rate for Sign Language Interpreters**

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed $25 an hour for interpreter hourly rates and hourly minimum charges.

3) **Salaried Interpreters**

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, up to a maximum total salary of $60,000 plus 27 percent in benefits (i.e., state reimbursement will be authorized for up to $30,000 of salary plus 13.5 percent in benefits).

4) **Contracted Interpreters**

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A(1)-(2), above, and 2.B. The cost of contract interpreters who are paid other than on an hourly basis (e.g., on a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

5) **Telephone Interpreting Rate**

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of $1.64 per minute (with no minimum service time).

6) **Hourly Minimum Rate Charges**

Where a minimum hourly rate charge up to $50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such

hourly minimum rate.

7) **Excess Charges**

Interpreter rates in excess of $50 an hour or for hourly minimum rates exceeding the first two hours shall be the sole responsibility of the Court.

8) **Hourly Rounding**

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in *Interpreter Travel and Mileage Reimbursement*. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the funding conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

Interpreter mileage and/or travel time will be reimbursed as follows:

1. MILEAGE

Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from "address of origin" [5] to "address of appointment"[6] basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the "address of appointment' to "address of destination"[7] on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an "address of appointment" to "address of destination" or roundtrip basis[8].

Interpreter mileage related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

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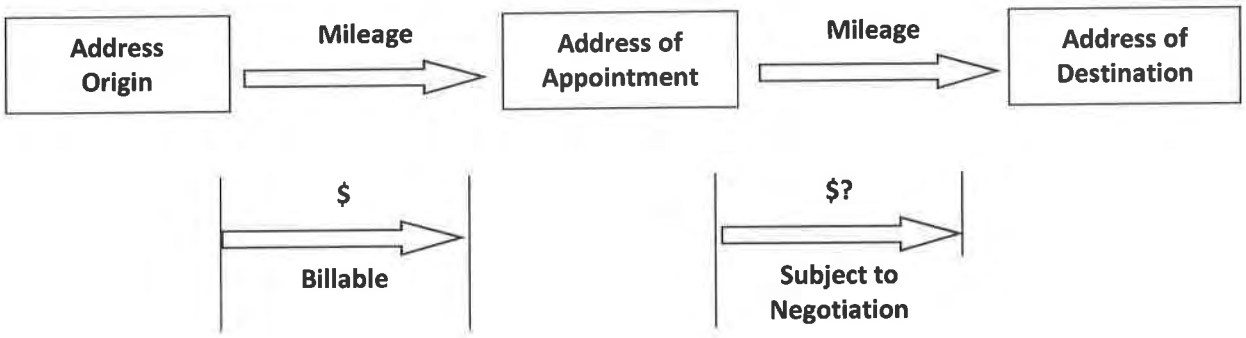
[5] "Address of origin" means the interpreter's home, office, or immediately previous appointment meeting place.
[6] "Address of appointment" means the courthouse or other location of the interpreter assignment.
[7] "Address of destination" means the interpreter's home, office, or immediately next appointment meeting place.
[8] "Roundtrip" means from the interpreter's home/office to the appointed meeting place, followed by the interpreter's return to their home/office.



2. TRAVEL TIME

Travel time will be reimbursed on a from "address of origin" to "address of appointment" basis. The Court and interpreter will negotiate reimbursement for travel time from "the address of appointment" to "address of final destination" on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an "address of appointment" to "address of destination" or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is $50. One half of the hourly rate is $25. The calculation would be 4 x $25 = $100 for travel time.

Distance	Reimbursable
Origin Appointment 0 -15 Miles ⇨	Mileage Only
Origin Appointment 16+ Miles or half-hour travel* ⇨	Mileage or Travel Time* (but not both)

*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

WASHINGTON COURTS

EXHIBIT B

INTERPRETER REIMBURSEMENT PROGRAM
COURT REPORT TEMPLATE

This information is to help evaluate the effectiveness of the court interpreter reimbursement program.

- The report should cover the period July 1, 2014 thru May 30, 2016.
- The report should include and answer the following and can be supplemented by other materials such as charts, spreadsheets, etc.
- The report should be returned no later than June 30, 2016 to Robert Lichtenberg at Robert.lichtenberg@courts.wa.gov.
- The report should be no longer than three pages.

1. Name of Court
2. Contract Number
3. Name of Person Completing Report
4. Provide a general description of interpreting services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
6. Identify two or three greatest improvements made or promising practices realized by our court to improve interpreting services and/or to reduce expenses.
7. Identify any changes or improvements your court plans to implement in the future to improve interpreting services and/or to reduce expenses.
8. Identify any challenges or trends your court is experiencing with providing interpreting services.
9. Indicate if your court is regularly reviewing, monitoring, and updating your Language Access Plan.
    a. If so, who is responsible for this and how often is this accomplished? When was it last reviewed and/or revised?
    b. If not, will your court be doing so in the future? When? What have been the impediments for doing so?
10. What do you see as the most significant areas of remaining need to improving services?
11. Provide any additional information you would like us to know about your court's use of these funds and interpreter services in general.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 11/12/15

Darryl Banks, Juvenile Court Administrator

BENTON COUNTY APPROVAL

Approved as to Form:

Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

11-12-15

James Bell, Attorney At Law Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

f. Agreement w/E Scott for Superior Court Indigent Defense Services

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract	☒ Consent agenda
☒ Pass resolution	☐ Public hearing
☐ Pass ordinance	☐ 1st discussion
☐ Pass motion	☐ 2nd discussion
☐ Other (describe)	☐ Other

Requested meeting date: 12/22/15
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Adam Tye is the indigent Respondent in the of In Re Interest of Raelin S. Tye, Benton County Superior Court no. 15-5-00018-5, a privately filed adoption case seeking to terminate his parental rights. In light of Respondent Tye's indigence he is legally entitled to court appointed counsel. Since these cases do not come about very often (most termination cases are filed by the State through the Department of Social and Health Services) there is no attorney regularly contracted to provide these services but attorney Scott is qualified and willing to provide such services upon the terms indicated in the attached professional services agreement;

SUMMARY

Proposed contract with attorney Eric Scott to provide public defense services in specific case of In Re Tye, a privately filed termination of parental rights case in Superior Court for which public defense services have been ordered by the court;

RECOMMENDATION

Execute contract as presented;

ANTICIPATED FISCAL IMPACT

$3,500

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY ERIC SCOTT TO PROVIDE PUBLIC DEFENSE SERVICES TO RESPONDENT ADAM TYE IN THE MATTER OF IN RE INTEREST OF RAELIN S. TYE BENTON COUNTY CAUSE NO 15-5-00018-5.

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

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

WHEREAS, Adam Tye is the indigent Respondent in the of *In Re Interest of Raelin S. Tye*, Benton County Superior Court no. 15-5-00018-5, a privately filed adoption case seeking to terminate his parental rights; and

WHEREAS, in light of Respondent Tye's indigence he is legally entitled to court appointed counsel; and

WHEREAS, since these cases do not come about very often (most termination cases are filed by the State through the Department of Social and Health Services) there is no attorney regularly contracted to provide these services but attorney Scott is qualified and willing to provide such services upon the terms indicated in the attached professional services agreement;

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1500EJS001M with an annual maximum contract compensation of $3,500 (except as otherwise ordered by the court or as the contract is amended), plus allowable costs and expenses, be executed as presented.

Dated this ..... day of ....., 20 ....

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

cc: Originals – OPD, Eric Scott
Copy – Auditor, Superior Court, S Araiza

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION in *In Re Interest of Raelin S. Tye;* Benton County Cause #15-5-00018-5 CONTRACT# BCSC1500EJS001M

THIS AGREEMENT is entered into by and between **Eric J. Scott** attorney at law, Washington State Bar Association **#48913** ("Attorney"), dba Tri-City Legal, PLLC, and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide legal services to indigent persons who are party to legal proceedings that may result in the termination of their parental rights, and specifically has the legal responsibility to provide legal services to **Adam Tye, biological father of Raelin S. Tye;** *In Re Interest of Raelin S. Tye,* Benton County Superior Court no. **15-5-00018-5.**

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving termination of parental rights, and desires to contract with the County to provide legal services to Respondent Adam Tye ("Client" or "Respondent") in the case referenced above.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **September 1, 2015** and shall continue thereafter, through and including the **date when Case is affirmatively concluded with an order of the Court either granting or denying the Petitioners' request for termination of Client's parental rights. Attorney shall not be responsible, pursuant to this Agreement, for any appeal or other post conclusion action.**

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 214 Torbett St, Suite J, Richland, WA, 99352. Attorney's current local office telephone number is (509) 578-1555; and Attorney's current office/work e-mail address is escott@tri-citylegal.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Public Defense Manager ("PDM"), the

Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the representation of persons subject to civil legal proceedings that have the potential to result in termination of parental rights in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of Client.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of experience in the field of dependency law, family law, adoption law or any other area of law that would provide him with the necessary skill and knowledge to provide legal representation to a person subject to legal proceedings seeking to terminate parental rights.

(i) This Agreement may be subject to review pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with Client.

4. **FILE RETENTION.** Attorney agrees to and shall represent Client with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential resolutions, review of potential collateral consequences associated with any resolution, and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings.

a. Attorney shall compile and maintain appropriate case records for this Case. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

b. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

(i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030.

5. **COMPENSATION.**

As full, complete, and reasonable compensation for his services in this case, Attorney shall be paid the amount of $65 per hour, billable and payable in 1/10th of an hour increments, up to a maximum of $3,500. The maximum shall not be exceeded except by a showing of necessity and a judicial order and/or a duly executed amendment to this Agreement. In order to be compensated, Attorney shall submit a full detail billing with dates of service, description of services and time expended, rounded to the nearest 1/10th of an hour along with a Claim for Compensation in the form reasonably required by Counties. Furthermore, such billings shall be submitted no more frequently than monthly nor less frequently than quarterly, and final billing shall be submitted no later than 90 days after the conclusion of this matter.

6. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to an the Case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to the then-existing system for approving such expenses as set out by the PDM. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the County would be obligated to pay and reimburse to employees of the Benton County Superior Court under then-existing employee travel-related policies and rules.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) or other such form utilized by the PDM, that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts

relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit such payment vouchers to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

7. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

8. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $500,000 per claim nor less than $500,000 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 8(a) throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 8, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

9. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable for up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for Client in the above referenced matters.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination.

10. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal

representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

11. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

13. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

14. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

15. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

16. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

17. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

18. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

19. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be personally delivered to the County's Board of Commissioners or mailed to the County's Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners
620 Market St, Prosser, WA 99350.

With a mandatory complete copy of any such notices to also be provided to:

Patricia J. Austin
Benton-Franklin Counties Superior Court Administrator
7122 West Okanogan Place, Building A
Kennewick, WA 99336

Eric Hsu
Public Defense Manager
Benton & Franklin Counties Office of Public Defense

7122 West Okanogan Place, Building A
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2 above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address (es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

20. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

21. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed an PDM ("PDM") to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under indigent defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the PDM to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Date: _____

BENTON COUNTY

_____
Chairman

_____
Commissioner

_____
Commissioner

_____
Approved as to form and content
Eric Hsu
Public Defense Manager

Date: December 8, 2015

ATTORNEY

_____
Eric J. Scott, WSBA #48913

g. Amended Agreement w/ Central WA Investigations as Public Defense Investigator

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract	☒ Consent agenda
☐ Pass resolution	☐ Public hearing
☐ Pass ordinance	☐ 1st discussion
☐ Pass motion	☐ 2nd discussion
☐ Other (describe)	☐ Other

Requested meeting date: 12/22/15
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is legally obligated to provide public defense investigative services to support public defense services it is legally obligated to provide in its various courts. To this end, Benton County conducted a Request for Qualifications process earlier in 2015 and awarded four contracts for public defense services. Daniel Couture, dba IFP, Inc, was awarded one of these contracts but because of his lack of experience in working with Benton or Franklin County, his contract was deemed "probationary" and lasted only six months, to expire December 31, 2015 at which time it could be extended to the full term until December 31, 2017 if his services were satisfactory.

Since Mr. Couture's services appear to be satisfactory, it appears to be in the best interests of Benton County to extend the length of his contract to December 31, 2017 to match the length of other awarded public defense investigator contracts.

SUMMARY

Proposed contract amendment extends length of probationary public defense investigation contract from 6 months to full term to last until December 31, 2017.

RECOMMENDATION

Execute amendment as proposed.

ANTICIPATED FISCAL IMPACT

None.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INVESTIGATOR DANIEL COUTURE, DBA CENTRAL WASHINGTON INVESTIGATIONS, EXTENDING HIS AGREEMENT TO ITS FULL TERM.

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

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

WHEREAS, Benton County is also obligated to provide certain professional services, including investigative services, to support indigent defense services; and

WHEREAS; after a Request for Qualifications process earlier in 2015 a contract for such services was awarded to, among others, Daniel Couture, dba IFP, Inc but, since Mr. Couture had never provided public defense investigation services to Benton County before the contract was deemed a "probationary" one to expire December 31, 2015 unless a decision was made to extend the contract to its full term until December 31, 2017; and

WHEREAS, Mr. Couture's performance of public defense investigative services has been satisfactory so it appears to be in the best interests of Benton County to extend the contract with him to its full term and change the expiration date to December 31, 2017;

NOW THEREFORE, BE IT RESOLVED THAT the amendment to the professional services agreement with Daniel Couture, dba IFP, Inc, extending the expiration date of said contract to December 31, 2017 and eliminating the language designating the contract as "probationary" be executed as presented;

Dated this ..... day of ....., 20 ....

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

cc: Originals – OPD, Daniel Couture
Copy – Auditor, S Araiza

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS BCINV1517DC001A2

THIS AGREEMENT, previously entered into by and between **Daniel Couture**, investigator, Washington State Investigator's License **#4062** ("Investigator") dba **IFP, Inc** and **BENTON COUNTY**, Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

IS HEREBY AMENDED AS FOLLOWS:

1. AGREEMENT TERM. This paragraph shall be modified to reflect an expiration of December 31, 2017. The second paragraph, describing this contract as probationary contract, shall be stricken.

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

Investigator	**Benton & Franklin Counties Office of Public Defense**
Daniel Couture **Date** 12-2-2015	**Eric Hsu** 12/4/15 **Date**
BENTON COUNTY APPROVAL By: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	

h. Purchase Authorization of All-Terrain Maintenance & Utility Vehicle From RideNow Powersports

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 14 Dec 2015	Execute Contract	Consent Agenda X
Subject: Parks ATV	Pass Resolution X	Public Hearing
Memo Date: 22 Dec 2015	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By:	None	Other

SUMMARY

The action for consideration authorizes the Parks Department to execute the purchase of a new all-terrain service vehicle ("ATV") for use at Horn Rapids Park.

BACKGROUND

Each of the main parks – Horn Rapids and Two Rivers – is equipped with an ATV for transport, light hauling, weed spraying, and other duties. They are particularly good for use on the lawns, natural areas, and other places where trucks and tractors are not practical.

The two parks have identical ATVs, purchased in 2000. They are 150cc vehicles, which puts them on the small end of the scale for size, power, and load capacity.

There is not a need for replacement of the Two Rivers ATV at this time. It isn't used as much, nor in as challenging of conditions.

The Horn Rapids ATV however is not only undersized but is increasingly in need of minor repairs. It has reached the end of its dependable, useful life.

County staff identified a high-quality ATV that is locally available and will meet the needs of the Parks Department. It is a Polaris, which is an American made vehicle with a good reputation. Staff also looked at a smaller Kawasaki model. The favorable model identified by staff is the "Sportsman" which is a 450cc ATV. The dealer has offered Benton County a discount on the ATV ($500.00), presumable a year-end closeout.

FISCAL IMPACT

Total cost, including all freight, taxes, and fees, is $6,779.05. RideNow Powersports have given a $500.00 discount off of the manufacturer's suggested retail price. Monies will be paid from the Park Development Fund.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE PURCHASE OF A NEW ALL-TERRAIN MAINTENANCE AND UTILITY VEHICLE BY THE BENTON COUNTY PARKS DEPARTMENT

WHEREAS, the all-terrain vehicle (ATV) used for maintenance work at Horn Rapids Park was purchased in 2000 and as a 150cc vehicle has always been undersized, and it has reached the end of its dependable useful life; and,

WHEREAS, County staff researched suitable, readily-available ATV models at regional dealerships to find the best fit and price for the Parks Department's needs, leading to two models:

Kawasaki Brute Force (300)	RideNow Powersports	Kennewick	$5,475.85
Polaris Sportsman (450)	*RideNow Powersports*	*Kennewick*	*$6,779.05*
Kawasaki Brute Force (300)	Blueline Equipment	Sunnyside	$5,255.85
Polaris Sportsman (450)	Mountain View Polaris	Moses Lake	$7,322.05

WHEREAS, while the more expensive of the two models, the "Sportsman" four-wheel drive ATV made by Polaris proved to be the model that best fits the needs of the Department, as the Kawasaki "Brute Force 300", while comparable, was judged to be undersized and with fewer attachment and storage options; and a local dealership offered an additional $500.00 dealers incentive off of the manufacturer's suggested retail price, **NOW THEREFORE**,

BE IT RESOLVED, by the Benton County Board of Commissioners that the Parks Department is authorized to expend up to a maximum of $6,779.05 toward the purchase of a new 2015 Polaris Sportsman all-terrain vehicle (model #A16SEA45A5) from RideNow Powersports in Kennewick, Washington. The quoted price includes the unit price and all freight, handling, taxes, and fees. The vehicle is to be stationed at Horn Rapids Park but is available for use at all Benton County parks, facilities, and other properties as needed. Any desired attachments will be purchased separately by the department at a later time as needed. Payment shall be made from the Park Development Fund.

Dated this _____ day of _____ , 2015.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Distribution: Parks, Auditor

Prepared by: AJ Fyall

RattleSnake Mtn / RideNow TriCities

3305 W. 19th Ave
Kennew ick, WA 99338-
509-735-1117

Sales Deal Summary

Deal Number: 6538
Date: 12/10/2015
Delivery Date: 11/25/2015
Finalized Date:
First Payment Due: 12/25/2015

Customer:
BENTON COUNTY FACILITIES & PARKS
KENNEWICK, WA
h:509-531-7016 w :MARK

Major Units	Stock #	Year	Make	Model	Model Name	VIN
	P54714	2016	POLARIS	A16SEA45A5		4XASEA450GA254714

Major Units

Unit Price	$5,499.00
Freight	$325.00
Handling	$220.00
Total Unit	**$6,044.00**
Parts and Accessories	$0.00
Installation	$0.00
Total Parts and Install	**$0.00**
Pre-Sold Parts/Labor	$0.00
RPM1 - Theft	$0.00
RPM1 - Tire&Wheel	$0.00
OEM - Theft	$0.00
OEM - Tire&Wheel Pro	$0.00
(not used)	$0.00
Total Dealer Defined	**$0.00**

Fees & Insurance

Vehicle Tax	$519.80
Sales Tax	$0.00
Doc Fees	$150.00
License Fees	$65.25
Total Fees	**$735.05**
Service Contract	$0.00
Prop / Liab Insurance	$0.00
Credit Life	$0.00
Accident / Health	$0.00
Total Insurance Taxes	$0.00
Total Insurance	**$0.00**
RPM1 - SVC Contract	$0.00
RPM1 - GAP	$0.00
Paint Protectant	$0.00
RPM1 - Priority Main	$0.00
LoJack	$0.00
Waste Tire Fee	$0.00
Total Dealer Defined	**$0.00**

Down Payment

Total Previous Payments	$0.00
Additional Pmt Today	$0.00
Deferred Payment	$0.00
	$0.00
Manuf to Cust Rebate	$0.00
Total Down Payment	**$0.00**
Trade Allow ance	$0.00
Less Trade Payoff	$0.00
Trade Equity	**$0.00**

Financing

Total Price	**$6,779.05**	Term	1
Less Dow n	**$0.00**	APR	0.000%
Am ount Financed	$6,779.05	Add-on	0.0%
Finance Charge	$0.00	Extra	0.0%
Total of Payments	$6,779.05	**Monthly Payment**	$6,779.05

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING HOLIDAYS IN 2016 AND HOURS FOR THE TRANSACTION OF BUSINESS

WHEREAS, R.C.W. 36.16.100 authorizes the Board of Benton County Commissioners, by resolution, to prescribe the days and hours that all County offices and departments shall be kept open for the transaction of business; **NOW, THEREFORE**,

BE IT RESOLVED:

1. The following shall be paid scheduled holidays in 2016 for Benton County employees eligible for paid holidays, unless said employee's holidays are established by bargaining unit contracts, in which case, the applicable collective bargaining agreement shall be the determining document or if said employee's office or department is directed by law or policy to function on the designated holiday, in which case, the office's Elected Official or the County Administrator shall select an alternate, in lieu of, day for the employee. In the event of a conflict between bargaining contract and law, the applicable law shall be the determining document:

New Year's Day	**January 1, 2016**
Martin Luther King, Jr. Day	**January 18, 2016**
Presidents' Day	**February 15, 2016**
Memorial Day	**May 30, 2016**
Independence Day	**July 4, 2016**
Labor Day	**September 5, 2016**
Veteran's Day	**November 11, 2016**
Thanksgiving Days	**November 24 & 25, 2016**
Christmas Days	**December 23 & 26, 2016**

2. Except as provided by law or policy, all Benton County offices and departments shall stay closed all day during Saturdays, Sundays, and scheduled holidays in 2016. For those offices and departments, which are not open for business on a scheduled holiday, the holiday will be observed the following day.

3. All Benton County offices and departments shall, unless otherwise provided by law or policy, remain open for the transaction of business with the public at least seven hours each business day. Each Elected Official and the County Administrator shall hereby determine hours of public opening for their respective offices or departments. Such hours shall be filed with the Board of Benton County Commissioners and posted in conspicuous public locations.

Dated this _____ day of _____, 2015.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: Elected Officials; County Managers; Payroll; Personnel Resources Department

j. Contract w/Penser North America, Inc. for Self-Insured Workers' Compensation

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	12/22/2015	Execute Contract	_X__	Consent Agenda	__X__
Subject:	Penser NorthAmerica WorkComp Contract	Pass Resolution	____	Public Hearing	_____
		Pass Ordinance	____	1st Discussion	_____
		Pass Motion	____	2nd Discussion	_____
		Other	____	Other	_____
Prepared by:	L. Wingfield				
Reviewed by:	L. Smith Kelty				

BACKGROUND INFORMATION

Benton County's contract for their Self-Insured Workers' Compensation Third Party Administrator Services has expired. Proposals were requested from a variety of third party administrators and Penser North American Inc.'s proposal was reviewed and selected. Penser North American Inc. is currently the third party administrator for worker's compensation and the Personnel Resources Department has been happy with their services and would like to continue with their services. The Benton County Personnel Manager recommends entering into a contract with Penser North America, Inc. for Self-Insured Workers' Compensation Third Party Administrator Services in the amount of $1,658 per month not to exceed $19,896 annually. The contract duration will be December 1, 2015 to December 31, 2018.

SUMMARY

See above.

RECOMMENDATION

Recommend authorizing and signing the contract with Penser North America, Inc. for Self-Insured Workers' Compensation Third Party Administrator Services from December 1, 2015 through December 31, 2018, equating to $19,896 annually.

FISCAL IMPACT

None, no supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING PENSER NORTH AMERICA, INC. A PERSONAL SERVICE CONTRACT FOR SELF-INSURED WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES.

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

WHEREAS, the Personnel Manager did an informal bid procedure by requesting and reviewing proposals; and

WHEREAS, the Personnel Manager received a proposal for the third party administrative services for Benton County's Self-Insured Workers' Compensation program in the amount of $19,896.00 per year including WSST; and

WHEREAS, the Personnel Manager reviewed the proposal and recommends awarding the Self-Insured Workers' Compensation Third Party Administrator Services to Penser North American, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel Manager's recommendation and hereby awards the personal service contract to Penser North America, Inc. for the Self-Insured Workers' Compensation Third Party Administrator Services not to exceed $19,896.00 per year, including WSST; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached personal service contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences December 1, 2015 and expires December 31, 2018.

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

cc: Personnel, Auditor, Penser NorthAmerica, Inc.

Prepared by: L. Wingfield

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 Penser North America, Inc., with its principal offices at 1818 Terminal Drive, Richland WA 99354 and Corporate Offices at 700 Sleater-Kinney Rad SE, STE. B, #170, Lacey, WA 98503, (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. Exhibit A, Workers' Compensation Services

2. DURATION OF CONTRACT

The term of this Contract shall begin December 1, 2015 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

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. 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:

Barrett G. Parks, President Penser North America, Inc.
700 Sleater-Kinney Road SE, Ste. B, #170
Lacey, WA 98503
Phone: 360-455-4128
Fax: 360-455-0377
Email: barrettp@penserna.com

b. For COUNTY:

Lexi Wingfield, Personnel Manager
7122 West Okanogan Place, Building A
Kennewick, WA 99336
Phone: 509-737-2777
Fax: 509-737-2778
Email: lexi.wingfield@co.benton.wa.us

5. COMPENSATION

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

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $19,896.00 per year, payable in monthly installments of $1,658.00; provided billings for allocated loss expense items set forth on page 11 of Exhibit A, may be in addition to this monthly charge and maximum amount.

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

c. The CONTRACTOR may submit invoices to the COUNTY not more than once per 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.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

c. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, 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

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, 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.

e. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

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

9. Compensation and/or payments due to CONTRACTOR under this 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.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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.

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. <u>TERMINATION</u>

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]**); extended reporting period requirements for professional liability insurance (Section **[8(a)]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this 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 have caused this Contract to be signed by their duly constituted legal representatives and is effective December 1, 2015.

Dated:_____

Benton County Board of Commissioners

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Dated: 12-10-15

Penser North America, Inc.

_____
Signature

Owner
Title

Barrett L. Parks
PRINTED NAME

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Exhibit A

Workers' Compensation Services

Benton County

Prepared by

Penser North America, Inc.

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Penser's Approach

Penser North America Inc. (Penser) realizes that not every organization's workers' compensation program is alike. This is why we tailor our program to meet your unique needs from management reports to specific claim procedures. Whether it is specific banking arrangements, reporting requirements, unique protocols, or the number of status meetings desired, Penser will adapt the program as needed.

By partnering with Penser, your workers' compensation program will benefit from a wealth of knowledge and experience unparalleled in the industry. Our commitment to excellent service ensures your employees a timely and complete response to their needs. We are dedicated to hiring and training the best people in the field of workers' compensation. Our team concept of claim management extends from all departments to your organization, working together to produce a highly effective and financially sound program.

Penser's History

Established in 1968, Penser North America was originally knows as Penser International Ltd. Penser was set up specifically to represent state funded employers on matters of workers' compensation. In the mid-seventies, Penser expanded it's services to include unemployment cost containment, human resources, loss control and self-insurance claims administration.

Our growth has been steady, and we have set the standard by which other third party administrators now operate. After 37 years, what started as a new concept and in modest beginnings, has now grown to a full-fledged force in the third party administration, human rescource and loss control areas.

Workers' Compensation Philosophy

Our workers' compensation administration philosophy and goals are very simple. We want to minimize overall claim program costs and, at the same time, provide an efficient and timely benefit delivery to injured workers. Over the years, we have been very successful in accomplishing these goals.

This success is largely attributed to our commitment of:

- Working closely with our customers and developing programs designed specifically to their needs.
- Hiring, training, and retaining the best people in the industry.

Workers' Compensation Service Program

By utilizing the elements mentioned above, we have executed our four-pronged Workers' Compensation Service Program. The four components of this program are:

- Claim management services
- Loss control services
- Information management
- Client services

Penser recognizes that your specific claim handling requirements are unique. During the implementation phase, appropriate management staff from your organization will be asked to join forces with the Penser team to discuss and agree upon minimum claim handling requirements. This will establish solid communication lines to develop a positive working relationship between Penser personnel and Benton County personnel. It is essential that each party understand their responsibilities to achieve expected results.

The following is a sample of our "claim standards," which represent our normal claim handling practices. Penser will customize these benchmarks to meet your specific program objectives.

Claim Management Services and Philosophy

Penser has developed a systematic, aggressive, hands-on, claim management philosophy. Our claim representatives are given the necessary tools, caseloads, and training to carry out their jobs in a very proactive manner.

This philosophy can be broken down into four primary components:

- Early intervention
- Initial file workup
- Ongoing claim management
- Claim status meetings

Early Intervention

Receiving a claim and aggressively working on it early is key to controlling claim costs. Early intervention is a process that requires a collective effort between the Third Party Administrator (TPA) and the employer. We work with your organization and the appropriate individuals to ensure they are thoroughly trained on how to report claims in a timely manner. Penser will work with you to develop convenient and efficient means of reporting, whether it is via phone, fax, email, or U.S. Mail.

Upon receipt of the claim form, Penser initiates the following early intervention steps:

- Timely claim entry
- Supervisory review of all new claims upon receipt
- Identify "red flag" problem claims
- Develop plan of action
- Need for investigation determined
- Evaluate return-to-work program
- Reserve recommendations made
- Assignment of file to claim representative

Priority contact within 24 hours of receipt of claim and communication with the following:

- Employer
- Employee (when there is lost time)
- Attending physician

Initial File Workup

After the supervisor has reviewed the file, made recommendations, and the initial "three-point" contact has been made, the claim representative proceeds with the following steps:

Claim Investigation
Claim investigation is an integral part of Pensers' claim management service. Our claim representatives do an internal investigation on all claims. The depth of each claim investigation is case specific. When appropriate, our claim representatives request recorded statements from injured workers and witnesses, do on-site inspections, and gather photographs. If the possibility of third party involvement exists, claim investigation is vital to the subrogation process and recovery of applicable claim expenses. Surveillance, when appropriate and client-approved, is conducted by an outside expert.

Early Return to Work Addressed
Returning injured workers back to regular or modified duty as quickly as possible is one of the most effective elements in controlling costs. Through our initial "three point" contact, and subsequent medical and job offer documentation (when appropriate), Penser quickly assists workers back into the workplace whenever possible. We work very closely with our clients to assist in the creation and utilization of modified duty work.

Plan of Action Development
Once the file is reviewed, and the initial contacts made, the claim representative formulates their plan to bring the claim to closure. This plan is a step-by-step outline of the issues that need to be addressed (and the action to address the issues) to bring the claim to a successful resolution.

Initial File Reserve Established
Reserves are established and entered into our computer system within 72 hours of receipt of the first report of injury. These reserves reflect exposures commensurate with the injury, degree of disability, and any appropriate subject factors. Each file contains a reserve calculation sheet and/or comments in the computer system. Benton County. will play an integral part in the reserve philosophy and establishment and in the ongoing review of reserves.

Initial Claim Action Taken
Once a claim is analyzed, the initial calls made, reserves set, and the plan of action formulated, the claim representative takes the necessary steps to move the claim forward to the next step of resolution. Whether it be a custom letter to the attending physician, scheduling an early second opinion, or a vendor assignment, action is taken early in the claim process and then documented in the system.

Diary Set for Next Action Step
Once the initial workup is complete, a diary is set for the next review. Adherence to the diary system is critical for success in claim

management. The length of time before the next review depends on the individual claim. The diary maybe set for 30 days or it may be within 24 hours. The length of diary is set by the claim representative in conjunction with the input of the claim supervisor. Our claim management software alerts the claim representative on a daily basis of what files are due to be reviewed. This tracking system along with supervisory reviews ensures that all claims are kept up to date and reviewed appropriately.

Ongoing Claim Management

After the initial workup of the file, the claim representative works within the diary system; the claim representatives are also prepared to take action prior to the scheduled diary date, if necessary. This phase of the claim process can be characterized by the following elements:

Medical Management

Penser's claim representatives are qualified to manage almost all medical aspects of a claim. Because of this experience we do not have to send each file out for a nurse review or an Independent Medical Examination (IME). We aggressively work with the attending physicians on return to work, treatment, and rating issues. We use nurse consultants in very serious cases, or cases where a particular specialty is needed. IMEs are also used, but we are careful not to overuse this resource. When our claim representatives schedule independent medical examinations, they do so with thoughtful consideration, and often they schedule directly with a physician's office and not an IME panel. This saves thousands of dollars for our clients over the course of a policy year.

Penser uses Genex Corporation for bill review, utilization review/reduction and PPO medical reductions.

Litigation Management

Our claim staff works very closely with the injured workers to respond to their needs and provide timely benefits. However, despite our best efforts, occasionally workers seek legal counsel to assist them through the claim and appeal processes. When this occurs, we will advise Benton County obtain legal counsel, or in some instances we can work with your organization to provide a defense. If a case requires outside legal counsel, we assign the case to an attorney (with the client's approval) and actively monitor and manage the legal process to resolution. We have strong relationships with several defense attorneys including Lawrence Mann of Wallace, Klor and Mann PS.

Vocational Rehabilitation Management

Penser works aggressively in the modified duty return-to-work process. We do not assign vocational counselors to assist us; we take extra steps to eliminate the need for an outside vendor. However, when return to work is not possible with the employer at the time of injury, our claim representatives work closely with qualified vocational consultants. Our experience and understanding of the vocational process has enabled us to be successful in limiting the dollars and time spent in this very expensive aspect of claim management.

Claim Management
We write custom letters to doctors' offices when appropriate, communicate with physicians' offices for light duty release, or call the injured worker to ensure treatment is progressing. Penser gets immediate, same-day response from most attending physicians. We proactively manage the entire claim from the time we receive it to closure. Our claim representatives maintain a strict diary system to ensure every claim is moving toward closure.

Claim Status Meetings

A critical part of ensuring all claims are progressing toward closure is to have monthly and/or quarterly status meetings with the employer. These meetings maintain the focus of the program and are brainstorming sessions on difficult cases. Also, by having regular status meetings, there are no surprises on claim costs or outstanding reserves.

Loss Control Services

Penser uses a two-pronged approach to minimize workers' compensation costs. Our loss control services are available to assist your organization in preventing accidents while our claim department works to contain the cost of injuries.

When utilized, the mission of our loss control service is to aid in preventing accidents, meeting safety regulations, and assisting with special problems. We accomplish these goals through a consultant-type approach to loss control. We begin by meeting with management, examining types and frequency of accidents, and reviewing safety programs; then we customize our service to your organization.

Elements of Loss Control Service Program

- Safety Program Management
- Program Compliance Audits
- Regulatory Compliance
- Education and Training
- Safety Inspections
- Accident Investigations
- Troubleshooting
- Claim Analysis
- Industrial Hygiene
- Ergonomics

Safety Program Management

Successful accident prevention is essential for achieving high productivity and low costs long term. Penser's loss control consultant can help your organization identify the systems errors that lead to accidents, offer controlling strategies, and help design measuring and accountability systems. Our loss control consultant can assist in determining achievable organizational goals and the means to achieve them. Your assigned consultant will review and analyze the loss history and existing programs and meet with key people in your organization.

This consultative approach will identify important areas where we may be able to reduce accidents and improve your safety management

program.

Program Compliance Audits

The Department of Labor and industries (L & I) audits self-insured employers on a random basis. These audits include a review of your safety program to ensure compliance with state regulations. Our loss control consultant is experienced with these audits and will provide you with the latest compliance information and L & I's current focus to help prepare for a successful audit.

Regulatory Compliance

Our consultant can assist with meeting the myriad of L & I's safety regulations and other safety program needs. Some of the safety programs and topics that we provide consultation for include:

- Accident investigations
- Back injury prevention
- New employee orientation
- Effective safety committees
- Job safety analysis
- Accident repeater programs
- Behavior based safety
- Hearing conservation
- Lockout-tag out
- Electrical safety
- Forklift driver safety
- Fleet safety

Education and Training

Ongoing safety education is an important element to any successful safety program. Our loss control consultant is an experienced educator and trainer. His experience and depth of resources make it possible to customize training and educational programs for staff, trainers, supervisors, and key employees. The topics of training are diverse to meet your general and specific needs.

Safety Inspections

Our loss control consultant stays abreast of pertinent regulatory developments and will provide updates on changes. We follow proposed regulations closely and are able to add regulatory input and attend important public hearings.

If your facilities are subjected to a WISHA inspection, we may be able to protect your interests during the inspection process, review the citation for validity, suggest abatement strategies, and guide your organization through the appeal process before the Board of Industrial Insurance Appeals.

Accident Investigations

We assist in the investigation of serious accidents, including the following very important areas:

- Follow up accident guidance
- Reporting requirements
- Assistance during WISHA investigations
- Conduct interviews and gather statements
- Determine contributing causes
- Safeguards to prevent reoccurrences

Troubleshooting

Recognizing that every organization has special and sometimes unpredictable safety needs, we developed our loss control service program to specialize in addressing unique safety concerns. Our consultant possesses extensive knowledge in occupational safety and health. We also have working relationships with established laboratories and specialty consultants, if the need arises.

Claim Analysis

The monthly loss analysis report we provide contains useful statistical information that will help you focus your accident prevention resources. The loss analysis breaks down your claims by location, department, length of service, month, day of the week, hour of the day, activity, injury type, and body type. Your designated loss control consultant will review the loss analysis to track costs per claim, loss trends, and other information that will assist you in targeting accident prevention efforts.

Industrial Hygiene

Unlike physical safety hazards, industrial health exposures may be especially difficult to discover. Our consultant is trained in industrial hygiene. We offer our clients a wide variety of bulk, air and liquid sampling services to determine occupational exposure to hazardous chemicals. Your designated consultant will provide ideas to help you prevent noise induced hearing loss and evaluate compliance with state hearing conservation program requirements.

Ergonomics

Cumulative trauma disorders are increasingly found in the workplace. Ergonomic hazards can be found in the office or in the field environment. Our staff can evaluate workstation ergonomic exposures and assist in developing solutions to prevent these costly injuries.

Information Management

Penser utilizes a state-of-the-art claim management computer system. This system is not only user friendly for our claim adjusters and clients, it provides a complete analysis of an employer's losses and consequently allows for a unique tool in which to analyze workers' compensation claims and to develop programs for reducing associated expenses.

Highlights of Penser M.I.S.

- Standard reports
- Custom reports
- On-line capabilities

Standard Reports

Standard to Penser's service is a variety of customer reports, including weekly check lists, monthly check registers, and a monthly loss analysis. The standard report package will detail the most current information on your account's activity and the status of each open claim. Injuries and costs are summarized for all specific locations, and cumulative totals for the entire company are also summarized. These reports include medical and indemnity payments and estimated future

costs, thus, allowing for an accurate accounting of your workers' compensation program.

Custom Reports
Our computer system provides flexibility on the information reported. As a result, we can run reports on almost any type of information in the database. For example, we can run multiple claim lists, injury specific reports, over dollar amount (claims that exceed a set dollar amount), claim logs, and many more.

On-line Capabilities
With our on-line capability our clients have access to all of their claim information in real time. The on-line access allows you to view the same information the adjuster is viewing. This includes claim notes, payment detail, reserve history, etc.

Client Services

Penser recognizes there are additional services important to operating a self-insurance program that were not mentioned previously. Our client services program compiles these additional needs to ensure your program is unique to your organization. Some of these additional services may include:

- Technical support
- Training and program orientation
- Audit assistance
- Excess insurance reporting
- Accounting services

Technical Support
Penser provides technical support to incorporate your account into our computer system. We will work together to decipher reports and develop tracking systems that work for you. We provide assistance and special reports that help with the completion of quarterly and annual reports. Penser also provides customized claim forms.

Training and Program Orientation
Orienting your management and supervisory personnel is vital to the success of your workers' compensation program. Penser is absolutely committed to getting our relationship off to a great start, and we are committed to getting your program off to a great start as well.

We provide training seminars explaining claim form processing, filing procedures, and reporting requirements. We also keep you apprised and provide counsel on governmental issues and concerns. Our assistance also includes working with you through the takeover process.

Audit Assistance
Compliance with L & I guidelines is extremely important. Our staff has years of experience in the audit process. We work with you to ensure the program is in compliance and ready for inspection at any time.

Excess Insurance Reporting
Penser works with you and your insurance carrier to assist in the renewal of your policy. We provide the reports to assist in the underwriting process. Also, we monitor our claim department to guarantee we meet each carrier's claim reporting requirements.

Accounting Services
Penser will establish a specific checking account from which we will issue your workers' compensation checks. We will customize the banking situation to fit your specific needs with regard to the checking account and can accommodate vouchers or any other unique situation that may exist. Penser prints customized checks with your company name, address, and signature authority. We will establish security and cash management checks and balances on your account (i.e., dollar amount second signatures are required, dollar amount a phone call or note to you is required before a check).

Also, as part of our accounting services, we prepare and mail all 1099 statements to vendors and report this information to the IRS.

Why Penser?

- ✓ **Low claims staff turnover**
- ✓ **Appropriate claims loads for claims staff**
- ✓ **Proactive Claims Management**
- ✓ **Program designed for your specific needs and specifications**
- ✓ **Status Meetings**
- ✓ **Responsive Customer Service**
- ✓ **Loss Control Resources**
- ✓ **State of the Art computer- Reporting systems**
- ✓ **Adjuster that is familiar with Benton Co.**
- ✓ **Local- Richland office**
- ✓ **Strong, experienced local manager**

Service Fees

Ongoing Claim Administration - Penser proposes the following ongoing administration fee structure: **$ 19,896 annual fee charge.**

Ongoing Administration Services include:

- Claim management services
- Management information services (including on-line access)
- Client services
- Quarterly and annual report filing assistance
- E-mail access
- Monthly loss reports/ Customized Ad-Hoc Reports
- Annual report

Cost containment services utilized by outside vendors are billed to their respective claim files and is not part of the annual fee. Outside bill review is charged to the individual claim files and is not part of annual fee.

Loss control services are not part of this pricing and are available at a discounted contract or hourly rate.

k. Contract w/Proclaim Inc. for Unemployment Management

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	12/22/2015	**Execute Contract**	X	**Consent Agenda**	X
Subject:	ProClaim Unemployment Contract	**Pass Resolution**		**Public Hearing**	
		Pass Ordinance		**1st Discussion**	
		Pass Motion		**2nd Discussion**	
Prepared by:	L. Wingfield	**Other**		**Other**	
Reviewed by:	L. Smith Kelty				

BACKGROUND INFORMATION

Benton County's contract for their Unemployment Third Party Administrator Services is set to expire December 31, 2015. Proposals were requested from a variety of third party administrators and ProClaim, Inc.'s proposal was reviewed and selected. The Benton County Personnel Manager recommends entering into a contract with ProClaim, Inc. for Unemployment Management Third Party Administrator Services in the amount of $780 per month not to exceed $9,360 annually. The contract duration will be January 1, 2016 to December 31, 2018.

SUMMARY

See above.

RECOMMENDATION

Recommend authorizing and signing the contract with ProClaim, Inc. for Unemployment Management Third Party Administrator Services from January 1, 2016 through December 31, 2018, equating to $9,360 annually.

FISCAL IMPACT

None, no supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING PROCLAIM, INC. A PERSONAL SERVICE CONTRACT FOR UNEMPLOYMENT MANAGEMENT THIRD PARTY ADMINISTRATOR SERVICES.

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

WHEREAS, the Personnel Manager did an informal bid procedure by requesting and reviewing proposals; and

WHEREAS, the Personnel Manager received a proposal for the third party administrative services for Benton County's Unemployment Management program in the amount of $9,360.00 per year including WSST; and

WHEREAS, the Personnel Manager reviewed the proposal and recommends awarding the Unemployment Management Third Party Administrator Services to ProClaim, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel Manager's recommendation and hereby awards the personal service contract to ProClaim, Inc. for the Unemployment Management Third Party Administrator Services not to exceed $9,360.00 per year, including WSST; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached personal service contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences January 1, 2016 and expires December 31, 2018.

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

cc: Personnel, Auditor, ProClaim, Inc.

Prepared by: L. Wingfield

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 ProClaim, Inc., with its office at PO Box 11939, Olympia WA 98508 (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. Exhibit A, Unemployment Management Proposal

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016 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

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. 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:

Tracy Workman, Chief Executive Officer
PO Box 11939
Olympia, WA 98508
Phone: 360-866-5202
Fax: 360-915-6548
Email: tworkman@proclaim-inc.com

b. For COUNTY:

Lexi Wingfield, Personnel Manager
7122 West Okanogan Place, Building A
Kennewick, WA 99336
Phone: 509-737-2777
Fax: 509-737-2778
Email: lexi.wingfield@co.benton.wa.us

5. COMPENSATION

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

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $9,360.00 per year, payable in monthly installments of $780.00.

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

c. The CONTRACTOR may submit invoices to the COUNTY not more than once per 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.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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. <u>INSURANCE</u>

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance

appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on

behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, 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

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, 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.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

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

9. Compensation and/or payments due to CONTRACTOR under this 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.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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.

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. <u>TERMINATION</u>

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]**); extended reporting period requirements for professional liability insurance (Section **[8(a)]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this 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 have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2016.

Dated:_____

Benton County Board of Commissioners

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Dated: 12/4/15

ProClaim, Inc.

_____
Signature

CEO
Title

Tracy Workman
PRINTED NAME

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Benton County

ProClaim Unemployment Management

BENTON COUNTY UNEMPLOYMENT MANAGEMENT PROPOSAL

WORKING AS YOUR STRATEGIC PARTNER

At ProClaim, Inc., we pride ourselves on being far more than simply another Third Party Administrator. As your unemployment service provider we will ensure substantial financial implications that reach far beyond your day-to-day operations. Our personal, proactive approach to unemployment claims administration will minimize your risk and costs with measurable documented results.

COST

Monthly Fee

$780

TRANSITION PLAN

A Power of Attorney for Unemployment will be sent to Employment Security designating ProClaim, Inc. as Benton County's representative beginning December 1, 2015. In the meantime, ProClaim can begin working on the County's claims giving ample time for the Claim's Representative to become reacquainted with the County, its employees and business practices.

Benton County's personal claims representative will:

- Manage all unemployment claims filed.
- Ensure all claims responses are submitted in a thorough and timely manner.
- Carefully review determinations and file the appropriate appeals if needed.
- Field all phone calls and correspondence from Employment Security and Office of Administrative Hearings.
- Provide representation and prepare witnesses for unemployment hearings. Our broad expertise on the nuances of state laws and requirements give us substantial leverage in planning and preparation.
- Send out formal job offers, upon request, to employees (who were previously laid off) and report to Employment Security when a job offer is refused or an employee fails to show for work after accepting a job offer thus potentially terminating their receipt of unemployment benefits.
- Ensure benefit charges are accurate.
- Draft needed policies and procedures.
- Provide employee documentation forms.
- Provide detailed reporting of unemployment claims activity. To properly manage your unemployment costs, staying informed is essential and our reporting system makes it easy.

ProClaim has a service that sets us apart from other Third Party Administrators and with some of the lowest fees in the industry our ROI is still second to none.

I. Power of Attorney w/Employment Security Dept for Unemployment Management Services

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	**12/22/2015**	**Execute Contract**	____	**Consent Agenda**	_X___
Subject:	**Employment Security 3rd Party Authorization**	**Pass Resolution**	__X__	**Public Hearing**	_____
		Pass Ordinance	_____	**1st Discussion**	_____
		Pass Motion	_____	**2nd Discussion**	_____
		Other	_____	**Other**	_____
Prepared by:	**L. Wingfield**				

BACKGROUND INFORMATION

Benton County is entering into an agreement with ProClaim, Inc. for their unemployment management services. This was previously done but another company, therefore, Benton County needs to sign the Employment Security Department Power of Attorney for Unemployment Insurance form to authorize ProClaim, Inc. to be their third party administrator.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board authorize the chairman to sign the Employment Security Department Power of Attorney for Unemployment Insurance form.

FISCAL IMPACT

None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE EMPLOYMENT SECURITY DEPARTMENT POWER OF ATTORNEY FOR UNEMPLOYMENT INSURANCE FORM FOR UNEMPLOYMENT MANAGEMENT SERVICES BY PROCLAIM, INC.

WHEREAS, Benton County is entering into a Personal Service Contract with ProClaim, Inc. for unemployment management services; and

WHEREAS, Benton County must sign the Employment Security Department Power of Attorney for Unemployment Insurance Form authorizing ProClaim, Inc. to represent Benton County on matters related to Benton County's unemployment compensation claims; and

WHEREAS, the Personnel Manager recommends signing the Employment Security Department Power of Attorney for Unemployment Insurance form; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman is authorized to sign the attached Employment Security Department Power of Attorney for Unemployment Insurance form; and

BE IT FURTHER RESOLVED, that the term of the contract with ProClaim, Inc. commences January 1, 2016, and expires December 31, 2018.

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

cc: Personnel, ProClaim, Inc.

Prepared by: L. Wingfield

Employment Security Department
WASHINGTON STATE

UI Tax and Wage Administration ● P.O. Box 9046 ● Olympia, WA 98507-9046

Power of Attorney for Unemployment Insurance

This authorization allows the Employment Security Department to send or share confidential information regarding your business' unemployment-insurance account with your designated representative. The information contained should be complete and verifiable with the department's records.

Section 1 - EMPLOYER INFORMATION:

Business Name: County of Benton
ES Reference Number: 945026-10-8
Mailing Address Line 1: 7122 West Okanogna Place
Mailing Address Line 2: Building A
City: Kennewick
State: WA
Zip Code: 99336

Business Phone Number: 509-737-2777
Federal ID Number: 91-6001296
Business Fax Number: 509-737-2778
UBI Number: 035-000-971

Section 2 - BUSINESS OWNER/OFFICER:

First Name:
Last Name:
Social Security Number:
Date of Birth:
Title:
Residential Phone:
Contact Phone:
E-mail Address:

Section 3 - TAX - DESIGNATED REPRESENTATIVE:

Representative Organization Name:
Representative FEIN/TIN:
Mailing Address Line 1:
Mailing Address Line 2:
City:
State:
Zip Code:

Contact Name:
Contact Person's Title:
Contact Phone Number:
Contact Fax Number:
Contact E-mail Address:

Section 4 - TAX CONFIDENTIAL INFORMATION AUTHORIZATIONS:
Select all or select from options.

- ☐ Unemployment-insurance tax reports and amendments
- ☐ Tax payments and billing statements
- ☐ Electronic access to information as available
- ☐ Audit of unemployment-insurance taxes
- ☐ Enter into agreements
- ☐ Represent and make oral or written presentations of fact and/or argument

Mailing Tax Documents - We can mail all tax documents (forms, billings and payment notices) to only one address. Please mark the box stating which address all tax documents should be mailed to.

- ☐ Employer mailing address on record with the department.
  (Use the Business Change Form to report any change of business address.)
- ☐ Representative mailing address as provided in section 3 above.

Section 5 - BENEFITS - DESIGNATED REPRESENTATIVE:

☐ Same as above.

Representative Name: PROCLAIM, INC.
Representative FEIN/TIN:
Mailing Address Line 1: PO BOX 11939
Mailing Address Line 2:
City: OLYMPIA State: WA Zip Code: 98508

Contact Name: TRACY WORKMAN
Contact Person's Title: CEO
Contact Phone Number: 360-866-5202
Contact Fax Number: 360-915-6548
Contact E-mail Address: TWORKMAN@PROCLAIM-INC.COM

Section 6 - BENEFITS CONFIDENTIAL INFORMATION AUTHORIZATIONS:
Select all or select from options

- ☑ Benefit charges
- ☑ Benefit claims
- ☑ Electronic access to information as available
- ☐ Enter into agreements
- ☑ Represent and make oral or written presentations of fact and/or argument

Mailing Benefit Charge Statements - We can send benefit charge statements to an alternate mailing address. Please mark the box stating which address all benefit documents should be mailed to.

- ☐ Employer mailing address on record with the department.
  (Use the Business Change Form to report any change of business address.)
- ☐ Representative mailing address as provided in Section 3 above.
- ☑ Representative mailing address as provided in Section 5 above.

EFFECTIVE DATES:
If no end date is provided, the above designated representative and authorizations will remain in effect until revoked in writing.

Beginning authorization date: 1/1/2016 Ending authorization date: 12/31/2018

I, the undersigned, declare under the penalties of perjury that I am the business owner or officer duly authorized to represent this account and further declare that the information submitted has been examined by me and that the matters and statements set forth are true, correct and complete.

EMPLOYER SIGNATURE:_____ DATE:_____

NAME OF SIGNEE:_____ TITLE:_____

Fill out this form, print, sign and return to us. Mail: Employment Security Department, Attn: Status Unit, PO Box 9046, Olympia, WA 98507-9046; Fax: 360-902-9264.

m. Amended Contract w/The Watershed Company to Review & Update Benton County Critical Areas Ordinance Project; Amending Resolution 2015-533

AGENDA ITEM	TYPE OF ACTION NEEDED			
MTG. DATE: December 22, 2015	Execute Contract	X	Consent Agenda	X
SUBJECT: Contract Extension with Watershed Co for Critical Areas Update	Pass Resolution	X	Public Hearing	
MEMO DATE: Dec.8, 2015	Pass Ordinance		1st Discussion	
Prepared By: Clark A. Posey	Pass Motion		2nd Discussion	
	Other		Other	

BACKGROUND INFORMATION

Benton County is required by WAC 365-196-610 to review and update as needed, the Benton County Comprehensive Plan which includes the review and update of the Benton County Critical Areas Ordinance (CAO) before July, 2017.

On July 28, 2015, the Board of County Commissioners signed Resolution 2015-533 contracting with Watershed to provide professional services to update the CAO. A contract was signed between Benton County and The Watershed Company which is due to expire on December 31, 2015. In order to complete the final process and the adoption of this ordinance additional time is needed. Attached is Amendment 1 for your review and signature with a new expiration date of September 30, 2016.

SUMMARY

Benton County Planning is proposing to extend the contract with The Watershed Company to complete the update of the Benton County Critical Areas Ordinance.

RECOMMENDATION

It is the recommendation of the Planning Staff that the Board of County Commissioners extend the original contract with The Watershed Company for the assistance and completion of the County's Critical Areas Ordinance update extending this contract to September 30, 2016.

FISCAL IMPACT

The amount of The Watershed Company contract (attached) has not changed and is not to exceed the total of $23,640.00. This amount is included in the Planning Department 2015-16 budget.

MOTION

The Board of County Commissioners moves to approve the contract extension (Amendment 1) and authorizes the Board of County Commissioners to sign the amendment to the contract between The Watershed Company and Benton County.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AMENDMENT TO THE BENTON COUNTY CONTRACT WITH THE WATERSHED COMPANY TO PROVIDE SERVICES NEEDED TO REVIEW AND UPDATE THE BENTON COUNTY CRITICAL AREAS ORDINANCE PROJECT; AMENDING RESOLUTION 2015-533

WHEREAS, per Resolution 2015-533 dated July 28, 2015 the Benton County Commissioners entered into a contract with The Watershed Company to provide the services needed to review and update the Benton County Critical Areas Ordinance (CAO); and

WHEREAS, this amendment is necessary to extend the current contract for the agreed upon services; from the current expiration date of December 31, 2015 to September 30, 2016; and

WHEREAS, the additional time extension provided will not constitute any increase in the compensation amount, approved July 28, 2015 totaling $23,640.00; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached amended contract (Amendment 1) between Benton County and The Watershed Company to update the original schedule of completion to finish the contract work by September 30, 2016; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby concurs with this agreed upon time schedule; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Board of County Commissioners to sign the contract amendment between The Watershed Company and Benton County attached hereto.

Dated this _____ day of December 2015.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....
Clerk of the Board

cc: Prosecuting Attorney/Pln

BENTON COUNTY
PERSONAL SERVICES CONTRACT
AMENDMENT 1

THE CONTRACT that was 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 **THE WATERSHED COMPANY, a Washington corporation** with its principal offices at **750 Sixth Street, Kirkland WA 98033** (hereinafter "CONTRACTOR")on July 28, 2015.

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

1. CONTRACT AMENDMENT

The Contract between the County and the Contractor that was approved on July 28, 2015 under Benton County Resolution 2015-533, is hereby amended as provided below.

Section 2 of the said contract shall be modified as follows:
"DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the parties**, and shall expire on ~~**December 31, 2015**~~ **September 30, 2016.** 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties to the Contract have executed this Amendment to the Contract to take effect as of the date written below.

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form:

_____,
Deputy
Prosecuting Attorney

DATED:

CONTRACTOR
THE WATERSHED COMPANY

By: _____

[Print Name]
DANIEL K. NICKEL

Title
PRINCIPAL

RESOLUTION 2015 533

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING: REGARDING CONTRACTING TO UPDATE THE BENTON COUNTY PROTECTION OF CRITICAL AREAS ORDINANCE.

WHEREAS, Benton County is required by WAC 365-196-610 to review and update, as needed the Benton County Comprehensive Plan, include review and update as needed the Benton County Critical Areas Ordinance on or before July, 2017; and,

WHEREAS, Benton County has determined that professional services are needed to complete the review and update of Benton County Critical Areas Ordinance; and,

WHEREAS, after reviewing the proposal submitted and interviewing the consultant, the Planning Department recommended that Benton County enter into a contract with The Watershed Company to complete the County's Critical Areas Ordinance update.; NOW THEREFORE,

BE IT RESOLVED, by the Board of County Commissioners Benton County, Washington, hereby concurs with the attached service agreement between Benton County and The Watershed Company to complete the County's Critical Areas Ordinance update as described in the scope of work for an amount not to exceed $23,640.00; and,

BE IT FURTHER RESOLVED, the term of this contract shall begin upon signature of both parties and shall expire on December 31, 2015.

Dated this ....28....day of ....July....., 2015.

Chairman of the Board
SHON SMALL - ABSENT

Member

Member
Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....
Clerk of the Board

Planning/mes

cc: Prosecuting Attorney's Office

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 **THE WATERSHED COMPANY, a Washington corporation** with its principal offices at **750 Sixth Street, Kirkland WA 98033** (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, which are incorporated herein by reference:

a. **Exhibit A, Scope of Work; and**
b. **Exhibit B, Compensation.**

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the parties**, and shall expire on **December 31, 2015.** 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference. CONTRACTOR is referred to as "Consultant" in Exhibit A.

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: **Dan Nickel, Principal, THE WATERSHED COMPANY 750 Sixth Street, Kirkland WA 98033**

b. For COUNTY: **Clark Posey, Assistant Planning Manager, Benton County Planning, P.O. Box 910, Prosser, WA 99350**

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $23,640.

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 COUNTY shall pay the CONTRACTOR for services rendered in the month following the completion of a task 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, 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.

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. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S

profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on

behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

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

The commercial general liability policy 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

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, 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. Commercial Auto Liability Insurance shall include coverage for owned, non-owned and hire autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

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.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section **8(a)**, shall be written on an Occurrence Policy form.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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 as an "Additional Insured" 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 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 tasks completed up to the date of such notice and for a portion of the fee specified in Exhibit B for any partially completed tasks in the same percentage as the percentage of the completion of the task as of such date. 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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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 maps and drawings shall be submitted to the COUNTY upon request or at the end of the job using a software and version specified by the COUNTY to be compatible with the County's GIS. Contact Mary Phillips, Benton County GIS Manager for the software and version specified by the COUNTY

c. 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**); extended reporting period requirements for professional liability insurance (Section **8(a)**); inspection and keeping of records and books (Section **14**); litigation hold notice (Section **26**); Public Records Act (Section **27**) and confidentiality (Section **19**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **14** of this 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 actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: 7-28-15

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman

SHON SMALL - ABSENT

Member

Member

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

Attest: Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

DATED: 7/15/15

CONTRACTOR
THE WATERSHED COMPANY

By:

[Print Name]
DANIEL K NICKEL

Title
PRINCIPAL

Rev. 3/2012

SCOPE OF WORK AND COMPENSATION – EXHIBIT A

Benton County Critical Areas Regulations Update

Task 1. BAS List, Regulations Review, BAS Documentation

WAC 365-195-900 requires that the County include "best available science" when updating policies and regulations to protect the functions and values of critical areas. The Watershed Company (Consultant) will conduct a combined best available science (BAS) and critical areas ordinance (CAO) review. The Watershed Company will assemble the record of applicable Best Available Science and identify all suggested revisions to the County's CAO for the County to consider in its CAO update. Recommended revisions to the CAOs will be documented by the Consultant in an explanatory memo, referencing as appropriate the BAS upon which each recommendation is based. To maximize efficiency and minimize cost, the Consultant will rely on past work for the County (documents produced during the County's Shoreline Master Program update), and refer to accepted BAS documentation that applies to the region.

The following chapters of the Benton County Code will be reviewed under Task 1:

- Chapter 15.10 General Provisions
- Chapter 15.15 Wetlands
- Chapter 15.20 Rivers and Creeks
- Chapter 15.25 Critical Aquifer Recharge Areas/Interchange areas
- Chapter 15.30 Frequently Flooded Areas
- Chapter 15.35 Geologically Hazardous Areas
- Chapter 15.40 Fish and Wildlife Conservation Areas

Field review will not be conducted as part of this investigation. The scope of work shall include, but is not limited to the following tasks:

A. ***Background information review***. The Consultant will obtain and review pertinent existing maps, information, inventories, reports, etc. from the County and other resources as necessary.

B. ***List of citations to the best available science (BAS)***. The Consultant will develop a list of citations to current, locally appropriate BAS for Chapters 15.10 through 15.40 of the Benton County Code. This list will be utilized to make recommendations regarding the update of the CAO sections.

C. ***Review existing regulations***. The Consultant will review the County's existing CAOs (BCC Chapter 15.10-15.40) to check for deficiencies in meeting Growth Management Act (GMA) requirements as per Chapter 36.70A RCW, and Chapters 365-195 and -196 of the Washington Administrative Code. The Consultant will seek County input on areas of the existing regulations that may need greater attention because of past implementation concerns.

D. ***Update Critical Areas Regulations.*** Consultant will recommend all revisions to the CAOs necessary in its opinion to be consistent with BAS, the GMA, and its implementing rules. The recently updated SMP critical areas regulations language will be heavily utilized and should provide some efficiency. Additional changes will focus on eliminating language that is no longer relevant if the topic is exclusively addressed in the SMP (e.g., rivers, floodways), and simplifying or clarifying language. The Consultant will also suggest updates to the relevant Comprehensive Plan policies.

E. ***Documentation of BAS.*** The Consultant will document in a memo how BAS was incorporated into the recommended updates to the CAOs. Additionally, this memo can be used to identify and justify any departures from recommendations derived from BAS.

Deliverables

- ***List of references to source of the determination of the best available science (BAS).***
- Recommendations on changes to the Critical Areas Ordinances and related Comprehensive Plan Policies:
  - Working Draft due August 15
  - Final due September 30 or two weeks after receipt of all comments on Working Draft, whichever is later.
- Report on how BAS was incorporated into the updated CAO due September 30 or two weeks after receipt of all comments on Working Draft, whichever is later.

Task 2: Adoption Process

The Consultant will support the County's public process in the following ways:

A. Support County staff at one (1) Planning Commission and one (1) Board of County Commissioners meeting, focusing on presentation and discussion of the Consultant's recommended revisions to CAOs.

B. Support development of SEPA checklist. The Consultant will review and provide comment on the County's draft SEPA checklist.

C. Assist County with necessary revisions to the deliverables based on Planning Commission, Board of County Commissioners, and/or public review and comment.

Assumptions

- The County will provide available necessary government documents, studies, site plans, and other technical information.
- Research and data collection will be based on available sources of information, including reports, inventories, maps and other similar literature from local government and other sources.
- The Consultant is not responsible for meeting advertisements, notice distribution, room reservations, and other similar logistics.

COMPENSATION – EXHIBIT B

Task 1. BAS List, Regulations Review, BAS Documentation

COUNTY WILL PAY $16,540 FOR THIS TASK

Task 2: Adoption Process

COUNTY WILL PAY $7,100 FOR THIS TASK (NO ADDITIONAL PAYMENT FOR EXPENSES)

TOTAL BUDGET: $23,640

n. Agreement w/County & WA State Council of County & City Employees, Representing Appraisers Union

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	December 22, 2015	**Execute Contract**	X	**Consent Agenda**	X
Subject:	Appraisers	**Pass Resolution**	X	**Public Hearing**	
Prepared by:	S. Hallstrom	**Pass Ordinance**		**1st Discussion**	
Reviewed by:		**Pass Motion**		**2nd Discussion**	
		Other		**Other**	

BACKGROUND INFORMATION: The Benton County negotiation team has successfully negotiated a three-year agreement with AFSCME, representing Appraiser employees.

SUMMARY: See above.

RECOMMENDATION: Approve a resolution authorizing the Chair of the Board to sign the 2016-2018 Agreement.

FISCAL IMPACT: This resolution will provide for: $1,133.60 per month for health and welfare benefits and a 2.25% wage increase to the 2015 Salary Schedule, as of January 1, 2016; and, reopeners in 2016 and 2017, for limited negotiations to address potential adjustments to the 2016 and 2017 Salary Schedules, and Benton County's contributions to health and welfare benefits for 2016 and 2017, upon signature to the CBA.

MOTION: I move that we approve the resolution authorizing the Board of County Commissioners to sign said Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2016-2018 AGREEMENT BETWEEN BENTON COUNTY AND AFSCME, AFL-CIO, LOCAL 2658B, COUNCIL 2, REPRESENTING APPRAISER EMPLOYEES.

WHEREAS, the Collective Bargaining Agreement between the parties has been reached between negotiators for Benton County and AFSCME, AFL-CIO, LOCAL 2658B to finalize the 2016-2018 CBA; and

WHEREAS, Benton County Board of Commissioners have previously discussed and approved the significant terms of the Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Benton County Board of Commissioners hereby approve the Agreement and are authorized to sign the same.

Dated this _____ day of December, 2015.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Civil
cc: David Sparks; Steve Hallstrom

2016 - 2018 AGREEMENT

Between

BENTON COUNTY

And

COUNCIL 2, LOCAL 2658B

Washington State Council of County and City Employees, AFSCME, AFL-CIO

Representing APPRAISERS

Original:	Council 2, Local 2658B Board of County Commissioners Prosecuting Attorney's Office
cc:	Assessor County Administrator Payroll Personnel Resources Department

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PREAMBLE

This Agreement entered into by the County of Benton, hereinafter referred to as the Employer, and Local 2658, affiliated with Council 2, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for certain Benton County Employees as previously certified by the Public Employment Relations Commission. The Employer and the Union agree that the bargaining unit shall be defined as follows:

INCLUDED: All full time appraisers in the Benton County Assessor's Office.

EXCLUDED: Elected officials, Administrative Assistant in the office, Chief Deputy Assessor, Residential Appraiser Supervisor, Commercial Appraiser Supervisor, and Agricultural Appraiser Supervisor, and all other employees of Benton County.

ARTICLE 2 – DUES

The Employer agrees to deduct dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted will be certified to the Employer by the Treasurer of Local 2658, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Washington State Council of County and City Employees, P.O. Box 750, Everett, Washington, 98206-0750, after such deductions are made.

If an employee terminates his/her employment on or before the 15th day of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.

The Union agrees to indemnify, defend and hold harmless the Employer from any liability resulting from any claims arising out of this dues deduction system due to errors knowingly caused by the Union. If an improper deduction is made, the Union shall refund any over-deduction within thirty (30) days directly to said employee. If a less than adequate deduction occurs, then the Employer shall deduct the appropriate amount from the next paycheck.

ARTICLE 3 – UNION SECURITY

3.1 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members shall either join the Union or contribute monthly in an amount equivalent to the regular monthly dues of the

Union. Any employee hired or assigned to the bargaining unit, shall on or after the 30th day following the beginning of such employment or inclusion within the bargaining unit, either join the Union or contribute monthly in an amount equivalent to the regular monthly dues of the Union to the Union, except as provided in Section 3.2.

3.2 Upon written proof of *bona fide* religious tenets, pursuant to RCW 41.56.122, a member may revoke payment of dues; however, in such cases, the employee shall be required to pay a similar amount of money monthly to a charity as provided by RCW 41.56.122. Those bargaining unit employees who assert that the payment of Union dues or the agency fee is in conflict with the *bona fide* tenets of their religion as set forth in the statutes, shall advise the Union in writing with a copy to the Employer of their desire to be exempt from such payment. The letter shall describe the reasons for the claim for exemption. If the Union disagrees with such request for exemption, the question will be resolved in accordance with the provision of Washington State Statutes.

3.3 No employee shall be required to pay as a condition of employment while in the bargaining unit any Union membership dues or agency fee covering any period which the employee was not in the bargaining unit or was not on the Employer's active payroll.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Union recognizes and agrees the Employer has core management rights which the Employer has the unilateral right to decide and implement without negotiations about the decision(s) and the implementation thereof. The Employer will notify the Union of any such decision(s) if the decision(s) involve a change in working conditions. Following notification, the Union shall have thirty (30) days to notify the Employer in writing if the Union chooses to negotiate the impact of the decision(s). The Employer has the right to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addenda to this Agreement and/or Memorandums of Agreement, shall be administered for the duration of this Agreement by the Employer as the Employer may determine. The Union agrees the Employer's core management rights include, but are not limited to, the following matters:

(a) The right to establish lawful work rules and procedures.

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

(c) The right to hire, transfer, lay off and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.

(d) The right to discipline, suspend or discharge an employee for just cause as indicated in Article 19.

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

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

(g) The right to implement new and/or different work procedures to provide efficient and productive services to the public. Prior notice will be provided to affected employees.

(h) The right to take any and all types of actions as may be determined by management to be necessary in the event of emergencies. The Employer will determine whether or not an emergency exists. An emergency is a sudden or unexpected happening or situation that calls for action without delay.

(i) The unilateral right to determine the budget at all times.

(j) The right to close or liquidate an office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities.

(k) Past Practice: The Employer has the right to change past practices as the Employer deems necessary. If the Employer wishes to change such practices, the Employer shall provide notice to the Union. The Union will be provided an opportunity to discuss and make recommendations during a thirty (30) day time frame, prior to the Employer implementing a change.

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

ARTICLE 5 – EMPLOYEE RIGHTS

5.1 The official files are kept and maintained by the Personnel Resources Director. An employee shall have the right upon request to inspect his/her personnel file in the presence of the County Assessor or designee at a reasonable time during the work day and said request will be granted not later than one (1) day after the request. No material referring to the employee's competence shall be placed in the file without the employee's signature and the opportunity to attach his/her comments. A copy of any entry to his/her file will be given to the employee.

5.2 An employee will have the right, subject to grievance time limitations, to challenge any material included in their personnel file through the grievance procedure as provided for in this Agreement.

5.3 The non-criminal off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance. Also, if the employee is acting as a fee appraiser and has been determined to violate in part or in whole, the restriction of not performing fee appraisal work in Benton County, will also be subject to discipline.

5.4 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition. If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue its availability.

5.5 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation without fear of retaliation.

5.6 An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this Agreement according to the terms set forth herein without reprisal, prejudice or discrimination.

5.7 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, an employee whose work assignment is affected will be notified by circulating memorandum, and the new rule or procedure will be posted prominently on appropriate bulletin boards prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

5.8 Any employee who feels aggrieved by an unfair or discriminatory application of management rights may seek resolution through the grievance procedure.

ARTICLE 6 – GRIEVANCE PROCEDURE

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

6.2 A grievance is defined as a question or challenge raised by an employee or group of employees or the Union or the Employer as to the correct interpretation and/or application

of the terms and conditions of this Agreement. All grievances shall outline the facts and alleged violation(s) of the contract, when filed.

6.3 Through the procedures set forth in this Article, a grievance may be presented by an employee or the Employer accompanied by a representative, if desired.

6.4 Grievances shall be heard at reasonable times.

6.5 The parties agree that the stated time limits are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is agreed to in writing.

6.6 No grievance shall be valid unless it is submitted at Step 1 within twenty (20) working days after the occurrence of the event giving rise to the grievance or knowledge of its occurrence. If a grievance is not presented as specified, said grievance shall be considered forever waived. If, subsequent to filing the grievance, either party fails to meet these time limits or agreed time limit extension, the final resolution of the grievance shall be as stated by the last responding party.

6.7 The grievance procedure shall be as follows:

Step 1:

A grievance shall be presented in writing by the aggrieved employee to the Chief Deputy Assessor or his/her designee within twenty (20) working days following the occurrence of the event giving rise to the grievance or knowledge of its occurrence. The Chief Deputy Assessor or his/her designee shall respond to the grievance within twenty (20) working days.

If the grievance is not settled at the first step, the Chief Deputy Assessor or the aggrieved employee may submit the matter to Step 2.

Step 2:

If the grievance has not been resolved at Step 1, the aggrieved employee and/or their representative and/or the Chief Deputy Assessor or his/her designee may refer the dispute to Step 2, within twenty (20) working days of the response in Step 1. The grievance, in written form, shall be presented to the Elected Official or their designee. Thereafter, the Elected Official or designee shall respond in writing to the aggrieved employee and/or their representative, within twenty (20) working days after receipt of the grievance. If the Employer files a grievance against an employee, or the Union, it shall be presented to the Local Union President or Area Representative, within twenty (20) working days per Section 6.6 above. The Local Union President or Area Representative shall respond in writing to the Elected Official or designee, within twenty (20) working days after receipt of the grievance.

Step 3:

(a) Final and Binding Arbitration

If the grievance has not been resolved at Step 1 or Step 2, the aggrieved employee, the union or the Assessor or designee may refer the dispute to final and binding arbitration.

(b) Notice - Time Limitations

The submitting party shall notify the other party in writing within twenty (20) working days after the receipt of the Step 1 or Step 2 response.

(c) Arbitrator – Selection

After timely notice, the arbitrator will be selected as follows:

i. The parties will attempt to select an arbitrator within twenty (20) working days after receipt of the written notice of submission to arbitration. Thereafter, a hearing of the matter shall be conducted at the earliest possible date. If the parties cannot agree on an arbitrator, the following procedure will be applicable.

ii. In the event either party does not agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on an arbitrator from the panel, then the two (2) parties will meet and flip a coin. The losing party will exercise the first strike of one (1) name from the panel and communicate that party's choice to the other party. The winning party will then strike one (1) name from said panel and so forth, proceeding in an alternating order until each party has struck five (5) names from the list. The remaining name will be the arbitrator and will be notified of his/her selection as the arbitrator by the party advancing the grievance to arbitration, copying the other party on the notice.

(d) Decision - Time Limit: The arbitrator will hear the matter as soon as the parties and the arbitrator can agree. After the hearing is completed, the arbitrator will enter a decision within thirty (30) calendar days, unless an extension of time is agreed to at the end of the hearing.

(e) Limitations, Scope and Power of Arbitration Panel

i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms and/or provisions of this Agreement.

ii. The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement.

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

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

v. Summary Judgment. The arbitrator will have the power to hear summary judgment motions as set forth herein. For grievance arbitration matters not involving discipline of a Union represented employee, a party may submit a summary judgment motion to the arbitrator, who will issue a briefing schedule. The arbitrator may decide the matter and issue an order based upon the summary judgment written record, if the written record shows that there is no genuine issue as to any material fact, and the moving party is entitled to judgment as a matter of law, in which case the arbitrator will issue a detailed, written decision, order and award.

(f) Arbitration Award - Damages – Expenses

i. Arbitration awards shall not be beyond the date of the occurrence upon which the grievance is based;, that date being twenty (20) working days or less prior to the initial filing of the grievance.

ii. The arbitrator shall not have the authority to award punitive damages.

iii. The expenses of the arbitrator will be split equally between the parties. Each party shall bear their own expenses of presentation of their respective cases, including without limitation, attorney fees and witness costs.

iv. The arbitrator will retain jurisdiction of the grievance until such time as the award has be complied with in full.

v. In the event that either party evaluates the arbitrator's decision, opinion and/or award, and determines that the arbitration award was beyond the jurisdiction of the arbitrator, the award may be appealed to Superior Court.

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

ARTICLE 7 – UNION/EMPLOYER RELATIONS

7.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

7.2 Agreements reached between the parties shall become effective only when signed by designated representatives of the Union and the Employer.

7.3 The Employer agrees to allow two (2) shop stewards (one (1) from the Kennewick office and one (1) from the Prosser office) representing the Union. The Employer agrees to allow two (2) representatives, to be granted leave without loss of pay for collective bargaining sessions and/or labor-management meetings between the Employer and the Union. The Employer agrees that two (2) members of the bargaining unit may participate in the collective bargaining process and/or labor-management meetings without loss of pay.

ARTICLE 8 – TIMETABLE

8.1 The parties agree that this Collective Bargaining Agreement will cover the period from January 1, 2016, until December 31, 2018.

8.2 The parties agree that a target schedule for negotiations between the parties with respect to a 2019 Collective Bargaining Agreement is as follows:

(a) The Union submits its written proposal for language changes to the Employer by September 1, 2018.

(b) The Employer submits its response by August 1, 2018.

(c) Negotiations to begin as near September 1, 2018, as is mutually convenient.

(d) The parties may agree in writing to extend or shorten this timetable.

8.3 For years 2017 and 2018, two sections of this Agreement are open for limited negotiations: Section 22.2 (Wages) and Section 23.2(b) (Insurance Contribution). Opening dates will be no earlier than October 1st of each year. No other articles or provisions of this Agreement are subject to negotiation until the dates specified in Section 8.2-.

ARTICLE 9 – NON-DISCRIMINATION

9.1 The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), marital status, sexual orientation, race, color, creed, religion, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, as provided by law, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union.

9.2 No employee will be required to support or make a contribution to a political party and/or a candidate for political office.

ARTICLE 10 – SUBORDINATE TO STATUTES

This Agreement shall in all respects, whenever the same may be applicable herein, be subject and subordinate to the ordinances or resolutions of the Employer and shall further be subject and subordinate to the statutes of the State of Washington and the United States.

It is understood and agreed by the parties that there shall be no ordinance or resolution adopted which will modify or amend specific provisions of this contract.

ARTICLE 11 – SAVINGS CLAUSE

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

ARTICLE 12 – PAYROLL PROVISIONS

Employees will be paid for any earned time off taken during the month in accordance with the provisions of this Agreement and additional time off during the month will be considered as leave without pay. Compensation for any month in which leave without pay is taken by an employee will be determined for that month by dividing the monthly salary by one hundred, seventy-three and one-third (173.33) to obtain an hourly rate of pay. All time taken in a month as leave without pay will be multiplied by the employee's hourly rate to obtain the amount which will be deducted from the employee's monthly salary. Employees will be paid monthly, not later than the fifth (5th) day of the following calendar month. Draw-pay provisions exist which permit partial payment at mid-month on request, provided the employee has worked the majority of the month. Employer will provide employees and the Union at least thirty (30) days advance notice of a change in the Pay Day.

ARTICLE 13 – HOLIDAYS

13.1 The following are paid holidays:

New Year's Day	January 1st
Martin Luther King Jr.'s Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday aAfter Thanksgiving	
Christmas Eve Day	December 24th
Christmas Day	December 25th

Employees will be paid eight (8) hours for each Holiday listed. An employee will not receive holiday pay if the employee is absent on his/her last scheduled work day prior to or the first scheduled work day following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

13.2 In addition, each employee shall be entitled to one (1) eight (8) hour floating holiday per year after six (6) months of employment. In order for an employee to use the floating holiday, he/she must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.

13.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

13.4 All work performed on a holiday (or, when the holiday falls on a Saturday or Sunday, on the observed day) shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate, in addition to eight (8) hours of holiday pay. There is not pyramiding of overtime and time and one-half (1.5x) holiday pay.

13.5 Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave, annual or sick leave will not be charged for such holiday.

13.6 In the event the Employer implements a four (4) day work week of ten (10) hour work days, a week during which a holiday falls will revert to a five (5) day work week of eight (8) hour days.

ARTICLE 14 – HOURS OF WORK – OVERTIME

14.1 The normal work day is from 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch except in the event of an emergency.

14.2 The seven (7) day work period begins on Monday. The normal work week is comprised of five (5) consecutive work days, Monday through Friday, except in the event of an emergency. The Assessor may offer flex-time schedules.

14.3 The normal work month will comprise whatever total number of normal work days result from a regular scheduling of five (5) consecutive days per week, except in the event of an emergency. The Assessor may offer flex-time schedules.

14.4 The Employer may unilaterally change work hours and days. Employer must provide five (5) working days' notice of a permanent change in schedule to the affected employee(s).

14.5 In the event of an emergency as determined by the Employer, the Employer may change work hours, work days, work weeks and/or the work month if necessary to meet the public's service demands.

14.6 Employer reserves the right to change the work day and work week to four (4) ten (10) hour days if Employer determines it necessary or expedient to do so. Employer will notify the Union in writing no less than fifteen (15) days before implementing the change. Notwithstanding, individual employees may elect and Employer may grant a ten (10) hour work day, four (4) day work week, on an individual basis. If the Employer elects to implement ten (10) hour shifts, this Agreement remains based on an eight (8) hour day, including sick leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

14.7 Overtime: An employee will be entitled to overtime if the employee has actually worked more than forty (40) hours. Hours of actual work in excess of forty (40) hours per week will be compensated at the rate of time and one half. The employee may request to receive compensatory time off at the overtime rate. Compensatory time shall be taken at times mutually agreeable to the Employer and the employee. If Management determines the requested compensatory time off would interfere with work requirements or providing public services, the overtime will be paid. No employee shall accumulate more than forty (40) hours of compensatory time at any time during the year. Compensatory time will not be carried over from one calendar year to the next. If there is compensatory time left over at the end of a calendar year, it will be paid to the employee.

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

14.8 Time Not Worked: Vacations, sick leave, holidays, jury duty, military leave, medical leave, maternity leaves, travel time and/or leaves of absence shall not constitute time worked.

14.9 Mileage: The Employer provides transportation to employees for the conduct of only official Employer business. Appraisers assigned to work in the field away from the office will be furnished an Employer car or shall be reimbursed for the use of their personal

automobiles at the rate determined by Resolution of the Board of County Commissioners for all work related vehicle usage. Transportation is not provided to the employee to commute to/from the employee's home and the office.

ARTICLE 15 – JURY DUTY - MILITARY LEAVE

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

15.2 Employees called to jury duty will provide a copy of their jury notification to his/her supervisor the first working day following receipt. Employees residing in Benton County who serve on jury duty in Benton County will not receive jury pay, but will receive his/her regular pay for each day served. Employees who reside outside Benton County will receive their regular pay minus the jury pay. It will be the employee's responsibility to present satisfactory evidence of serving on jury duty, and the amount of jury pay received. An employee shall report to work during all hours he/she is released from jury duty. If less than one (1) hour remains from the time of such release to the end of the employee's regular shift, the employee shall call his/her supervisor for instructions.

ARTICLE 16 – LEAVE OF ABSENCE WITHOUT PAY

16.1 An employee may be granted leave of absence without pay not to exceed three (3) months. An employee must request such leave of the Elected Official or Department Manager. Said Elected Official or Department Manager may approve or disapprove said leave. Such leave requests shall be made thirty (30) days prior to the anticipated start of leave except in the event of sickness. Prior to approval of such leave, the employee and Elected Official or Department Manager shall reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. To apply for any leave, the employee will complete the Personnel Action Form and submit it to the employee's immediate supervisor in a timely manner as specified by management.

16.2 While on leave of absence without pay that is not FMLA leave, the Employer's contribution toward the employee's insurance premiums will cease, and the employee will be eligible for COBRA benefits. The employee's accrued sick leave will be frozen and the employee will not be able to use paid sick leave while on leave of absence without pay. If the employee is on unpaid leave for a major portion of a month, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

16.3 No leave without pay will be granted to any employee until he/she has first used all vacation leave accruals. Such leave will not be granted for purpose of the employee gaining personal advantage or profit.

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

16.5 No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and may be cause for disciplinary action. Unauthorized absences from duty for two (2) consecutive days shall constitute separation or termination from employment.

ARTICLE 17 – TYPES OF EMPLOYMENT

17.1 Regular Employee: All employees in the bargaining unit working full-time or part-time other than temporary employees.

17.2 Full-Time Employee: An employee working forty (40) hours per work week.

17.3 Part-Time Employee: An employee hired in a regular position working less than forty (40) hours per work week but at least ninety (90) hours per calendar month. A part time employee is only entitled to prorated sick leave, vacation leave and paid holidays, and no other benefits unless required by law.

17.4 Probationary Employee: An employee shall be on probation during the first six (6) months of full-time employment in each job classification and/or department. If further observance of the employee is required, the employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period as determined by the Employer. All part-time employees shall serve a probationary period of one thousand, forty (1,040) hours. If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence shall be added to the probationary period.

Promotional Probation: During the first six (6) weeks of the probationary period, the employee may revert to his/her previously held position, if available, subject to the approval of the Elected Official or Department Manager. The Elected Official or Department Manager shall be the sole determiner as to whether or not an employee fails to meet job standards within the trial service period. An employee at any time during the trial service period may be reverted if the Elected Official or Department Manager determines that said employee is not capable of meeting the job standards. After the first six (6) weeks of the trial service period, the employee may not revert to his/her former position.

17.5 Temporary Employee: An employee hired to fill a position either full-time, or part-time (up to 867 hours in any twelve (12) month period, which is the equivalent number of hours

for a full-time Temporary Employee per the CBA for five (5) months), not to exceed five (5) consecutive calendar months or five (5) calendar months in a calendar year, (or any rolling twelve (12) month period for a part-time Temporary Employee per the CBA). Temporary employees are not entitled to fringe benefits described in this Agreement; *i.e.*, paid holidays, paid vacation, paid sick leave, insurance, etc. This five (5) consecutive calendar month period, if properly fulfilled, will count towards completion of the probationary period if the work performed by the temporary employee is similar to the work to be performed as a regular employee and the employee is hired as a regular employee within one (1) month of the temporary employment.

ARTICLE 18 – VACANCIES/JOB POSTING

18.1 Filling and posting vacant Appraiser bargaining unit positions shall be subject to the following provisions:

(a) The Assessor shall first determine whether or not a job vacancy or new position will be available for current bargaining unit employees. If the Elected Official or Department Manager determines that the position may be filled by a current bargaining unit employee within the affected department, then a departmental notice of such opening will be posted on departmental bulletin board a minimum of three (3) working days prior to the closing date for applications; or

(b) If the Assessor determines the vacancy or new position may be filled by an employee from any Employer's department/office, the Assessor may allow any employee to apply for the position. Notice of such openings will be posted on the Employer's website a minimum of three (3) working days prior to the closing date for application; or

(c) If the Assessor determines that he/she wishes to receive application from the public for vacant positions, then the public and any employee may submit an application in accordance with the following provisions: Notice of the opening will be published on the Employer's website and circulated by such means deemed appropriate by the Assessor, all of which shall provide a minimum of seven (7) days' notice prior to the closing date for applications.

18.2 A vacancy announcement will contain the position title and a brief description of the job duties and requirements.

18.3 If a vacancy occurs within nine (9) months of a previous vacancy of the same or similar position, the Assessor may proceed to interview any available applicant whose name appears on the list of qualified applicants for the previous vacancy.

ARTICLE 19 – DISCIPLINE

19.1 The Employer may verbally warn, reprimand, suspend without pay, demote or discharge an employee for just cause inclusive of but not limited to neglect of duty, inefficiency, insubordination, incompetence, insolence, tardiness, absenteeism, conviction of a crime which may affect work performance, malfeasance or misfeasance of job requirements, misconduct, violation of Employer and/or departmental rules and/or regulations, violation of no strike clause, conflict of interest (off-duty activities v. job duties), abuse of sick leave and such other causes which normally serve as a basis for discipline in labor and personnel relations.

19.2 In order of increasing severity, the disciplinary actions which the Employer may take against an employee are as follows:

(a) Verbal warning

(b) Written reprimand

(c) Suspension without pay

(d) Demotion

(e) Discharge or Termination

19.3 The Employer may take any of the stated disciplinary actions. The Employer is not restricted to taking disciplinary action by way of progression from Step (a) through Step (e) referenced in Section 19.2 hereinabove, but rather the Employer may choose any one (1) and/or combination of said disciplinary actions depending on the nature and severity of the incident giving rise to the disciplinary action.

19.4 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause as referenced in this Article. The specific charges shall be given to the employee in writing during a meeting with his/her management. The Union shall also be notified of these charges.

19.5 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated by the Employer without cause and without recourse at any time during the probationary period. The Employer may suspend an employee with pay or place an employee on paid administrative leave pending an investigation into allegations of misconduct. Such a suspension is not a disciplinary action and may not be grieved. If Employer determines the charges are valid, appropriate disciplinary action may be taken. If the Employer determines the charges are not valid, the employee will be restored to duty. If no disciplinary action results, documentation regarding the suspension with pay will only be kept in the personnel file for payroll and bookkeeping purposes. Suspension with pay in any week that the employee performed any work for the Employer will not count as time worked for overtime purposes.

(a) In the event the Employer preliminarily believes that an employee may be suspended without pay or discharged/terminated, the Employer will notify the employee and the Union representative of the charges and/or alleged misconduct(s) and potential discipline in writing. At the conclusion of the Employer's investigation, the Employer will hold a pre-disciplinary meeting to provide the employee and the Union representative an opportunity to respond to the allegations. The employee's attendance at the pre-disciplinary meeting is mandatory, unless the employee's absence from the meeting is approved by the Employer. The Employer shall promptly determine whether to proceed with disciplinary action.

(b) The Employer will make a reasonable effort to ensure that the investigation and notice of a pre-disciplinary meeting occur within a reasonable amount of time. However, this process is dependent upon the complexity of the misconduct and the availability of witnesses and/or evidence. No pre-disciplinary meeting with the employee and Union is necessary for an oral and/or written reprimand.

ARTICLE 20 – ANNUAL LEAVE

20.1 Annual leave with pay (vacation) is earned at the following monthly rates depending on the employee's length of service with Benton County:

Years of Service	Working Hours Leave Per Month or Major Portion Thereof
1 through 5	10.0
6 through 10	12.0
11 through 15	15.0
16 through 19	16.5
20 and over	18

20.2 Annual Leave credit will be accumulated during the first six (6) months of regular full-time employment with the County; however, it may not be used in the first six (6) months. During the seventh (7th) month, or any subsequent month, annual leave may be allowed up to the limit of the amount earned. Annual leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. To use vacation, an employee must request and the Employer approve the vacation in advance.

NOTE: Monthly accrual shall credit after completing a major portion of a month of continuous service, including employees on paid leave status.

20.3 Annual leave may be accumulated during the first one thousand, forty (1,040) hours of regular part-time service with the Employer; however it may not be used in the first six (6) months. After one thousand, forty (1,040) hours, vacation may be allowed up to the limits

of the amount earned. Annual leave credited in any month of service after the first one thousand, forty (1,040) hours worked, may be taken during the month earned or any subsequent month. To use vacation, an employee must request and the Employer approve the vacation in advance.

20.4 An employee is eligible to cash out twenty (20) or forty (40) hours of annual leave (at the employee's option) if the employee has used a minimum of eighty(80) hours of annual leave since December 1st of the previous calendar year, through November of the current calendar year. Employees with twenty (20) or more years of service with the Employer may cash out twenty (20), forty (40), or eighty (80) hours. This cash out will be paid in December, with the November payroll. Vacation donated under leave sharing will be included in the eighty (80) hours used to qualify for a cash out.

20.5 Total accumulated annual leave will not exceed two hundred, forty (240) hours at any time. However, an employee hired after January 1, 2002, will not be entitled to accrue more than two hundred (200) hours of annual leave.

20.6 Only regular full-time employees who have completed six (6) months of service or regular part-time employees who have completed one thousand, forty (1,040) hours of service will upon separation from Benton County for any reason be allowed to cash in up to a maximum accumulation of two hundred forty (240) hours of annual leave, or two hundred (200) hours, depending upon the date of hire, at the rate of basic monthly salary divided by one hundred, seventy-three and one-third (173.33) hours.

20.7 Management shall schedule employee vacation time in a manner that will least interfere with the functions of the department/office.

ARTICLE 21 – SICK LEAVE

21.1 Eligibility for sick leave use shall commence at the completion of a major portion of a month of continuous service, including employees on paid leave status.

Paid sick leave is provided to employees as a prevention against loss of income from absence from work for medical reasons, including extended absence due to illness or injury. Employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

21.2 Employees shall earn paid sick leave credit at the rate of eight (8) hours per month of continuous service (ninety-six (96) hours per year) with a maximum accumulation of one thousand, forty (1,040) hours.

21.3 Paid sick leave may be taken for the following reasons, when the facts are established by the employee to the satisfaction of the Employer:

(a) Because of and during illness or injury incapacitating the employee to perform his/her duties, or

(b) By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public, or

(c) To care for a child of the employee (defined in Section 21.4 below) with a health condition that requires treatment or supervision, or a member of employee's immediate family (defined in Section 21.4, below) who has a serious health condition or an emergency condition (eligible employees may use any or all employee's sick leave or any other paid time off to care for a member of the employee's immediate family), or

(d) Bereavement Leave: Death in the immediate family (defined below) - (five (5) days maximum per death), regardless of whether the deceased resided in the employee's household (for purposes of this section only, immediate family includes a child of any age), or

(e) For appointment for the following purposes that cannot be arranged during off hours: doctor, dental, or optical; treatments as prescribed by a doctor, dentist or eye doctor; laboratory work or X-ray work by order of doctor, dentist, or eye doctor.

(f) Death of a friend or relative not meeting the definition of immediate family in Section 21.4 below, one (1) day maximum per death.

21.4 "Immediate family" means:

(a) Child: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is: (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability;

The Employer may require a statement from the parents of, and/or a person standing *in loco parentis*, of a child as defined herein.

(b) Spouse: The husband or wife of the employee;

(c) Parent: A biological parent of the employee or an individual who stood *in loco parentis* to the employee when the employee was a child;

(d) Parent-in-Law: Parent of the spouse of the employee;

(e) Grandparent: A parent of a parent of the employee;

(f) Brother or Sister: A biological or adopted brother or sister of the employee; and,

(g) Domestic Partner: A state registered domestic partner pursuant to chapter 26.60 RCW.

21.5 Sickness shall be reported to the office or department at the beginning of any period of sick leave prior to the beginning work hour. Upon return to work, if requested by the elected official or department manager, the employee shall submit a written statement to the office or department explaining the nature of the sickness or injury and requesting approval for the leave so taken. Any employee who is off work due to illness in excess of five (5) work days, or less if sick leave abuse is an issue as determined by the Employer, may be required to provide a doctor's verification of the illness as well as the doctor's approval to return to work.

21.6 Employees on sick leave in excess of five (5) work days are required to call their supervisor or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and furnish progress reports of their health or illness condition.

Before being eligible to return to work, the employee will be required to provide satisfactory evidence, and if determined necessary by the Employer, will be required to provide a doctor's statement explaining that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

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

21.8 The Employer allows employees to participate in an HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("VEBA") subject to the provisions of this Agreement.

(a) Employees hired before August 1, 1992, will be paid for fifty percent (50%) of unused sick leave on voluntary termination or retirement from Benton County. For retirement, Employer makes this payment into the employee's VEBA account.

(b) Employees hired on or after November 2, 1992, who voluntarily terminate their employment with Benton County or regularly retire from employment with Benton County under the Employer's retirement program, or upon death their estate, shall receive payment, into the employee's VEBA account, for twenty-five percent (25%) of their unused sick leave. For voluntary termination or death, such payment shall be limited to employees with ten (10) or more years service. Payment at voluntary termination, retirement, or death shall not exceed Three Thousand Dollars ($3,000.00).

(c) An employee terminated for cause will not receive payment for unused sick leave. For employees with PERS I, the Employer will exclude from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

21.9 Sick Leave Incentive: Employee sick leave use will be periodically reviewed. Regular full-time employees who have not used any sick leave in the preceding twelve (12) months (*e.g.*, from September 1st through August 31st) and have been continuously employed during the entire twelve (12) months, will be allowed to convert a maximum of twenty-four (24) hours of sick leave to eight (8) hours of annual leave. The twenty-four (24) hours shall be deducted from the sick leave balance. The conversion of sick leave to annual leave is at the option of the employee. Once exercised, this option is not available to the employee for another twelve (12) months.

ARTICLE 22 – PAY PLAN PROCEDURES AND SALARY SCHEDULE

22.1 A new employee is defined as a first time employee of Benton County or a prior county employee with one (1) or more year's separation from service with the Employer.

22.2 Effective January 1, 2016, the 2015 Salary Schedule will be increased by two and one-quarter percent (2.25 %). This calculation and process shall be determined and established by the Benton County Commissioner's Office.

The Salary Schedule is attached as Appendix A.

For years 2017 and 2018, this Agreement will be open for limited negotiations to determine any wage adjustments on the Salary Schedule. The opening date for negotiations will be no earlier than October 1st of each year.

22.3 The pay plan shall be administered in accordance with the following provisions:

(a) The pay plan consists of nine (9) steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". New pay steps will be implemented on the first day of the month following either successful completion of the probationary period, or successful completion of the performance review period. Eligibility for each step increase will be subject to a written performance appraisal documenting successful performance during the probationary period, or during a normal step period.

(b) Entrance Pay Rate - Persons hired to fill vacant positions may be hired at pay step A or B of the pay grade for the classification in which they are hired. Persons hired may be paid at a pay step higher than Step B, based on related experience, education and qualifications relating to the position subject to prior written approval by the Board of County Commissioners.

(i) If an employee begins at Step A the employee shall remain in that step for a minimum of six (6) consecutive months, or longer depending on whether the Employer determines that probation should be extended before becoming eligible to move to the next step, with said movement being subject to successful completion of the probationary period as documented by a performance appraisal. Regular part time employees must remain in Step A for a minimum of one thousand, forty (1,040) hours or more before they may move to the next step; subject to successfully completing their probationary period.

(ii) If an employee begins at Step B or above, the employee shall remain in that step for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step, subject to successfully completing their six (6) month probationary period documented in a performance appraisal, and six (6) additional months of successful service similarly documented. Regular part time employees must remain in Step B for a minimum of two thousand, eighty (2,080) hours or more before becoming eligible to move to the next step; and subject to successfully completing their probationary period of one thousand, forty (1,040) hours and one thousand, forty (1,040) hours of additional service.

(c) Subsequent Pay Steps - To be eligible for subsequent steps from Step B (except if Step B is the probationary Step) to Step I, an employee shall serve a minimum of twelve (12) consecutive months within a step before becoming eligible to move to the next step; and eligibility for movement shall be subject to successful job performance documented in a performance appraisal. If an employee begins at Step B or higher, the employee shall serve a six (6) month probationary period. Once reaching Step I, an employee will be subject to annual written performance appraisals that establish satisfactory service in order to continue in Step I. If an employee fails to maintain a satisfactory performance level the employee will be returned to Step H for the next consecutive twelve (12) month period.

(d) These provisions only apply to the horizontal progression throughout the pay plan (*i.e.*, movement from Steps A to Step B to Step C etc., of a single grade) and does not imply or impact vertical progression through the pay plan, for example from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.

(e) An employee denied a step increase due to unsatisfactory performance will be given a written performance appraisal explaining the reasons the step increase was denied. The employee will not be eligible for further consideration for a step increase for a period of at least twelve (12) consecutive months from the date of denial. Denials are subject to the grievance procedure up to Step 3.

(f) Promotion. Promotions are subject to the determination of the Assessor. A promotion is defined as an incumbent employee being hired into a classification two (2) or more grades higher than the employee's current classification. When

promoted, the employee will be placed at the step that gives the employee no less than a five percent (5%) salary increase (best fit to five percent (5%)) or will be placed at the "A" step of the new classification, whichever is greater. The employee is given a new anniversary date commensurate with the date of the promotion. If an employee is hired into a classification one (1) grade higher than the employee's current position, the employee is placed in the same step of the new position's grade, and the employee is given a new anniversary date commensurate with the date of the new assignment. An employee placed at an A step is eligible for a step increase in six (6) months if the current anniversary date falls after that six (6) month period.

(g) Trainee Appraisers - An employee will be a Grade 8 trainee until becoming an accredited appraiser, at which time the employee will be placed at the appropriate grade for the position for which he/she was hired. If the trainee does not attain accreditation within one (1) year from his/her date of employment, then he/she shall be terminated without recourse. However, due to possible scheduling problems, the County Assessor has the sole authority to extend employment on a case-by-case basis. Promotion is subject to the Assessor's determination as to whether there is a *bona fide* need for an employee in any of those classifications exists and the existence of a vacancy.

22.4 Lateral Transfer - moving from one position to another within the same pay grade (*i.e.*, Grade 4 to Grade 4). Any employee laterally transferred will maintain the same pay step within the grade (*i.e.*, if Step C, employee stays at Step C).

22.5 Demotion. The movement of a bargaining unit employee from one grade to a lower grade (*e.g.*, Grade 5 to Grade 4). Demotion may be voluntary or involuntary. Employees so demoted shall move to the step in the lower pay grade that results in the smallest decrease in pay, except when demotion is associated with disciplinary action. If the resulting pay decrease is less than two percent (2%) per month, then the current anniversary date will remain unchanged; otherwise, the employee will be given a new anniversary date.

ARTICLE 23 – INSURANCE BENEFITS

23.1 The Employer gives employees the opportunity to participate in health, dental and vision insurance, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amount reflected in Section 23.2. Employees may change their plan options annually during the Employer's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The Appraisers' Union has elected to have Twenty-Four Thousand Dollars ($24,000) face value life insurance coverage.

The Employer contribution indicated in Section 23.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward

any dependent coverage or to the employee's VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

23.2 The Employer will provide United Employees Benefit Trust (UEBT) Plan A6 (Composite) and Group Health Options as the medical and hospital plans for medical insurance coverage available to all employees.

(a) Effective with the first payroll cycle following the date of the last signature below, the Employer agrees to make the following health and welfare contributions, totaling One Thousand, One Hundred, Thirty-Three Dollars ($1,133.60) per month, as follows:

1. The Employer agrees to pay up to a maximum of One Thousand, One Hundred, Eighteen and 60/100 Dollars ($1,118.60) per month towards medical, dental, vision, and life insurance coverage.

2. The Employer agrees to pay Fifteen Dollars ($15.00) per month into the employees' VEBA accounts. This VEBA contribution is in exchange for a reduction in the Employer insurance contribution by Fifteen Dollars ($15.00) per month.

(b) For 2017 and 2018, this Agreement will be open for limited negotiations to determine employer and employee contributions toward insurance costs for each year. The opening date for negotiations will be no earlier than October 1st of each year.

23.3 For UEBT coverage, the employee is eligible if he/she is a regular full-time employee and was compensated forty (40) hours or more the previous calendar month. If the employee is a regular full-time employee and elects Group Health (Washington Counties Insurance Fund or "WCIF") and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the 2nd through the 31st, coverage begins the 1st of the following month. If the first day of the month falls on a weekend or holiday and the employee reports to work on the first business day following, coverage is retroactive to the first day of that month.

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

23.4 If the insurance company or companies providing the benefits described above notifies the Employer of changes in benefit levels, Employer will notify the Union and employees of the changes prior to their implementation.

23.5 The Union and/or the employees will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

ARTICLE 24 – RETIREMENT

24.1 All employees will be covered by the Public Employees Retirement System in accordance with State statute.

24.2 The Employer shall maintain Social Security for the employees covered by this Agreement.

ARTICLE 25 – LEAVE SHARING

25.1 The purpose of the program is to allow an employee to transfer any portion of his or her annual leave, as defined in this article, to another employee in need of such leave due to family or medical emergency, a lengthy illness, or injuries, or a qualifying event/condition under the Family and Medical Leave Act. The transfer of annual leave shall be implemented as provided in this article, provided current Employer policies control in the event of a conflict with Employer policy(ies) on Voluntary Transfer of Annual Leave .

25.2 Definitions: For purposes of this article, annual leave is defined as vacation leave only and does not include compensatory time or any other accrued paid leave time. Accrued paid leave time is defined as vacation, sick leave, compensatory time, and any other accumulated paid leave time.

25.3 Policy: Leave sharing shall be implemented as follows:

(a) The recipient employee shall exhaust all accrued paid leave, or be able to demonstrate that all accrued paid leave will soon be exhausted before being eligible to receive any transferred annual leave.

(b) The transferring party must either:

(1) Have taken at least forty (40) hours of annual leave in the previous twelve (12) months, or

(2) Have no less than forty (40) hours of accrued paid leave after the transfer is completed.

(c) All requests for transfer of annual leave shall be submitted on a Voluntary Transfer of Annual Leave Request form to the Elected Official(s) or Department Director(s) for each party. Each request shall include:

(1) The amount of leave to be transferred;

(2) The names, signatures, and departments of the employees donating and receiving the transfer; and

(3) A statement that the receiving party has exhausted, or the date by which the employee will exhaust, all accrued paid leave.

(d) Approval of the transfer is at the discretion of the applicable Elected Official(s) or Department Manager(s). If the transfer is approved, the applicable Elected Official(s) or Department Manager(s) shall sign the request and submit it to the Benton County Auditor's Office for processing, with a copy to the Benton County Personnel Resources Department.

(e) Each Elected Official or Department Manager shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Annual Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the receiving party's need for leave ceases. To the extent possible, the Elected Official or Department Manager will deduct the time used evenly among the donors (*e.g.*, if eight (8) people donate ten (10) hours of leave apiece and the recipient takes one (1) day off, one (1) hour will be deducted from each donor).

(f) An employee may accumulate no more than two hundred (200) hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than two hundred (200) hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the County by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if possible, to the employee(s) who donated the leave. The return of unused leave share will be in one quarter (1/4) hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour. Determinations regarding the distribution of unused returned leave shall be at the discretion of the applicable Department Manager or Elected Official.

(g) Leave sharing shall not apply to probationary employees.

(h) Donation and return of annual leave is based solely on the number of hours, not on the donating and/or receiving employee's wages. The names of employees donating leave will be kept confidential and not be disclosed.

ARTICLE 26 – LAYOFF AND RECALL

26.1 The Union recognizes that Employer is solely responsible for determining when layoffs are necessary. The Employer may lay off employees when such action is determined necessary due to a lack of work, lack of funds and/or reorganization.

26.2 Employer shall give as much notice as practicable to designated employees and the Union.

26.3 The Employer will lay off in accordance to Article 35- Seniority, within the affected job classification. Employees who remain within the unit must be able to fulfill job requirements. The determination as to whether or not remaining employees are capable of fulfilling job requirements shall be at the discretion of the Employer and shall not be grievable.

A. In the event of a layoff, extra help/temporary employees in the affected classification shall be laid off before bargaining unit employees. This will not apply to interns or positions that are subject to other collective bargaining agreements.

B. If extra help/temporary employees are being utilized in a classification in the Office which is not affected by the layoff, the extra/help temporary work shall be offered to qualified bargaining unit employees who are affected by the layoff. The bargaining unit employees to whom the position is offered shall be determined by the Employer, and such determination shall not be grievable. This shall not apply to positions that are subject to other collective bargaining agreements.

26.4 The Employer will offer the following options, if available within the bargaining unit only, to an employee who receives a reduction-in-force notice:

A. The right to bump the least senior occupant in a classification in the bargaining unit for whose position the employee meets the required qualifications at the same pay grade as the reduction-targeted classification. To qualify for this option, the employee shall have greater seniority with the Employer than the occupant being bumped, shall meet the minimum qualifications for the position with minimal additional training as solely determined by the Employer, and shall either have previously held the position or have demonstrable familiarity with the position and/or job functions as determined by the Employer. If the employee is offered and accepts the option, the employee shall receive the corresponding reduction in salary, if any.

B. The right to bump the least senior occupant in a classification in the bargaining unit for whose position the employee meets the required qualifications at a lower pay grade as the reduction-targeted classification. To qualify for this option, the employee shall have greater seniority with the Employer than the occupant being bumped, shall meet the minimum qualifications for the position with no additional training, and shall either have previously held the position or have demonstrable

familiarity with the position and/or job functions as determined by the Employer. If the employee is offered and accepts the option, the employee shall receive the corresponding reduction in salary, if any.

C. If an employee is permitted to bump an occupant as outlined above, the employee shall be required to complete the six (6) month probation in compliance with other sections of this Agreement.

26.5 No new employees within the laid off job classification shall be hired by the Employer until available employees placed on layoff have been offered re-employment, provided the layoff period does not exceed one (1) year and that the employees keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be deemed to have received notice within three (3) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within thirty (30) days of acceptance of said offer or forfeit all call back rights under this Article.

26.6 Employees recalled from layoff shall not lose previously accumulated seniority or time in service, accrued vacation or sick leave provided all other provision of this Article are complied with, including that the employee must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed his/her six (6) months probationary period. However, employees shall not have vacation time or sick leave time reinstated where the employee has been compensated for said time by the employer as a result of the layoff.

ARTICLE 27 – NO STRIKE AND NO LOCKOUT

27.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, slow-down or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employer employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which he/she is engaged in such activity. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer. The determination as to whether disciplinary action will be taken is left to the sole discretion of the Employer.

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

ARTICLE 28 – NEPOTISM RESTRICTIONS

28.1 No more than one (1) member of a family or one (1) close relative shall be eligible for employment by Benton County at the same time if:

(a) One member of the family or one close relative would be responsible for supervising another family member or close relative, or

(b) One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative, or

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

28.2 Persons affected by the terms of the preceding sections will be permitted to decide which spouse or relative shall get or keep employment, provided, however, if they do not decide within a reasonable time the Employer shall decide using a gender neutral standard in making such a decision.

28.3 The foregoing restrictions will not have any effect on persons employed by Benton County at the time of the adoption of this section.

28.4 Definitions:

(a) "Family member" means the husband or wife or a person living as husband or wife of a job applicant or employee, or a job applicant or employee's children, whether natural, adoptive or step.

(b) "Close relative" means the natural, adoptive or step brother, sister, mother, or father of a job applicant or employee.

ARTICLE 29 – COMPENSABLE-ON-THE-JOB INJURIES

An employee who suffers a compensable on-the-job injury resulting in his/her absence from work will be permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, his/her accumulated sick leave and/or annual leave will apply toward the base wage difference between the time loss payment and his/her normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, he/she will be listed as being "on leave of absence - compensable injury." If the employee is receiving workers compensation pay for the majority of the month, the employee will not accrue vacation or sick leave, and the employee's anniversary date will be adjusted accordingly. While the employee has sick leave and/or vacation leave available, and/or while

covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer's contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/vacation leave and FMLA leave, he/she will be eligible for COBRA benefits and the Employer's insurance contribution will cease. While on workers compensation, the employee's time loss pay will be administered by the personnel office; however, the employee must keep his/her supervisor informed of his/her status and prognosis for return to work on a weekly basis.

ARTICLE 30 – LABOR MANAGEMENT RELATIONS

30.1 The purpose of this article is to promote harmonious relations, ensure collective bargaining, cooperation and understanding between the Employer and its employees. A Labor Management committee will be established consisting of one (1) Union member chosen by the Union and one (1) Management member chosen by the County Assessor.

30.2 The Labor Management Committee will schedule meetings at mutually agreeable times, but not later than fifteen (15) working days from the date of a request for a meeting by either party. Requests will be in writing and contain the item(s) or topic(s) to be discussed.

30.3 Disposition of matters covered in the Labor Management Committee meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement but, will approach the matter(s) at issue with a commitment to problem-solving.

ARTICLE 31 – EDUCATION ASSISTANCE

31.1 The Employer may reimburse a portion of an employee's tuition for pre-approved "off-duty" classes and/or course subject to the following provisions:

(a) The class and/or course requires prior written approval.

(b) Any class and/or course shall be directly related and/or contribute to the employee's current position or next logical professional progression in the Benton County Assessor's Office. The County Assessor will determine which class and/or courses are considered directly related and/or contribute to the employee's position.

(c) All costs associated with the class and/or course must be prepaid by the employee. The employee will obtain an official receipt for the tuition at the time of payment and retain it for reimbursement at the successful completion of the class and/or course.

(d) At the successful completion of the class and/or course if the employee has received a passing final grade and/or score (equivalent to a "C" or higher) and can present such documentation to the County Assessor, the Employer will reimburse the employee the appropriate percentage of their tuition.

31.2 Classes and/or course designated by the Assessor as directly related shall be reimbursed at eighty percent (80%) of the tuition paid. Those designated as only contributory shall be reimbursed at forty percent (40%) of tuition paid.

31.3 The Assessor's decisions under the provisions of this Article will be final and binding on all parties. Education assistance is subject to the budgetary constraints on education assistance funding.

31.4 Special Licenses and Certifications:

(a) For employees who obtain or renew the license and/or certification of a state certified general real estate appraiser, a state certified residential real estate appraiser, or a state certified licensed real estate appraiser, the Employer agrees to reimburse up to three (3) employees per calendar year for the licensing fee or renewal fee, on an annual or bi-annual basis (whichever is applicable).

(b) As a condition of receiving this reimbursement, the employee must certify in writing that if the employee leaves employment with the Assessor's Office within two (2) years after the reimbursement, the employee will reimburse the monies back to the Employer through payroll deduction from his/her paycheck, including the final paycheck if the employee is leaving employment with the Employer.

(c) Request for reimbursement must be submitted to the Assessor and must include documentation that the employee holds the license or certification and documentation of the amount the employee has paid for the license or certification.

(d) To qualify for this reimbursement, the employee must have been employed by the Assessor's Office for two (2) consecutive years prior to the request for reimbursement. For employees meeting this two (2) year requirement, eligibility for the reimbursement will be at the sole discretion of the Assessor. If local, state, or federal law mandates such licensing of all the mass appraisers, then all the mass appraisers in the Assessor's Office will receive reimbursement from the Employer for the licensing/renewal fee.

ARTICLE 32 – POSITION CLASSIFICATION DESCRIPTIONS

The Personnel Resources Department maintains the classification descriptions, utilizing the established format, including writing new classification descriptions and updates for existing classification descriptions in consultation with the appropriate Elected Official/Department Manager, subject to the approval of the Benton County Administrator, and final approval by the Board of County Commissioners. Copies of all approved changes or new position classification descriptions, including assigned grades and title, are kept on file within the Personnel Resources Department.

ARTICLE 33 – TERM OF AGREEMENT

33.1 This Agreement is effective January 1, 2016, except as otherwise provided, and shall remain in effect until the 31st day of December, 2018, except as provided for in Section 33.3, below. Any and all salary or pay increases and/or benefit increases shall not be applicable to those employees who were not employed by Benton County on the date last signed below.

33.2 If the parties have not reached agreement pursuant to provisions of the Article pertaining to timetable, then either party may request a mediator from the Public Employment Relations Commission. The determination of the mediator from the Public Employment Relations Commission shall be advisory only and not binding on either party.

33.3 In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated; provided, however, either party may give thirty (30) calendar days written notice of termination of this Agreement in the event mediation does not result in the mutually satisfactory resolution of all negotiable issues.

ARTICLE 34 – ENTIRE AGREEMENT

This document constitutes the complete agreement by and between the parties and no other agreements and/or understandings, written or otherwise, prior to or simultaneous with the signing of this Agreement will be binding on the parties. Therefore, the parties waive the right to bargain collectively with respect to any subject or matter, unless by mutual consent, for the life of this Agreement.

ARTICLE 35 – SENIORITY

Seniority is defined as the employee's length of time in the bargaining unit in a full time, benefitted position.

The Employer acknowledges that seniority within the office is one of the factors to be considered during employee advancement or layoffs within the unit. In matters of promotions, the filling of new positions, out of class pay opportunities, or layoffs, the Employer agrees to consider seniority within the unit as one of the factors in reaching the Employer's decision. The Union, however, agrees that ability, attitude and dependability are the primary factors to be considered in these matters.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY ASSESSOR

_____
William J. Spencer

Date: _____

WSCCCE, AFSCME, AFL/CIO
Local 2658, COUNCIL 2

_____
Kevin Dougherty, Area Representative

Date: _____

_____
President

Date: _____

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Attest:

_____
Clerk to the Board

Date: _____

Approved as to form:

_____
Stephen J. Hallstrom
Deputy Prosecuting Attorney

APPENDIX A

2013 SALARY SCHEDULE

2013 - 2015
Agreement by and between
Board of Benton County Commissioners
and
Local 2658, Council 2
American Federation of State, County and
Municipal Employees, AFL-CIO

COVERING APPRAISERS

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
15	4079	4161	4307	4458	4614	4775	4942	5115	5294
13	3700	3774	3906	4043	4185	4331	4483	4640	4802
12	3525	3595	3721	3851	3986	4126	4270	4419	4574
11	3357	3424	3544	3668	3796	3929	4067	4209	4356
10	3197	3261	3375	3493	3615	3742	3873	4009	4149
8	2899	2957	3061	3168	3279	3394	3513	3636	3763

Senior Commercial	15
Senior Farm	13
Senior Residential	13
Sales Analyst	13
Auditor	12
Commercial	12
Farm	11
Residential	10
Appraiser Trainee	8

cc: Assessor's Office, Payroll, Personnel, Kevin Dougherty and Stephen Hallstrom

Commissioners' Office - 01/13

o. Agreement w/WA State Department of Ecology for Coordinated Prevention Grant

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: Dec. 22, 2015	Execute Agreement X	**Consent Agenda** X
Subject: 2015-2017 CPG – Benton County Solid Waste	Pass Resolution X	**Public Hearing**
Prepared by: gnd	Pass Ordinance	**1st Discussion**
Reviewed by: MSR	Pass Motion	**2nd Discussion**
	Other	**Other**

BACKGROUND INFORMATION

The Washington State Department of Ecology ("Ecology") offers coordinated prevention grants ("CPGs") to counties on a biennial basis. The goal of these CPGs is to implement countywide strategies to properly manage solid waste, including proper disposal of hazardous waste, increasing recycling, reducing the overall volume in the waste stream, and promoting alternative disposal measures. The CPG is funded at 75 percent of the requested amount, with the 25 percent match being paid by the recipient. In Benton County, this 25 percent is covered by participating local jurisdictions – Benton City, Kennewick, Prosser, Richland, West Richland, and Benton County.

The CPG runs on a biennial basis and matches the State of Washington fiscal year; therefore, this biennium begins July 1, 2015, and runs through June 30, 2017. Due to fiscal constraints at the state level, the funding for the CPG this grant cycle was substantially reduced. The total amount requested by the Benton County Road Department (including match) was $839,204.00. The amount received in the grant for this biennium is $422,390.67.

Analysis by the Benton County Road Department indicates that the goals of the solid waste program, as delineated in the agreement for the CPG, can still be met with the reduced funding. This includes the chief goal of establishing a new moderate risk waste facility (MRWF) for the collection of household hazardous waste from residents in Benton County. The estimated costs of the facility, along with other program activities, were delineated in the CPG application and the CPG agreement, and was supported by a motion from the Benton County Solid Waste Advisory Committee (SWAC).

SUMMARY

Despite a significant decrease in funding allotment, the coordinated prevention grant (CPG) offered by the Washington State Department of Ecology is still a substantial funding source for the Benton County solid waste program. Agreeing to the grant will be beneficial in helping the program meet the County's solid waste goals.

RECOMMENDATION

The County Engineer recommends that the Board approve the attached grant agreement and permit the Chairman to sign same on the Board's behalf.

FISCAL IMPACT

The fiscal impact on the solid waste fund (#0155101) will be 25 percent of the total grant amount, or $105,597.67. This amount will be paid by the local jurisdictions of Benton County, Benton City, Kennewick, Prosser, Richland, and West Richland. The cities' portion will be paid back, resulting in a net cost to the solid waste fund of $19,110.50. The grant will add $316,793.00 to the available funds for the program.

MOTION

Approve and sign agreement as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY REGARDING THE 2015-2017 COORDINATED PREVENTION GRANT

WHEREAS, the Washington State Department of Ecology ("Ecology") offers biennial funding in the form of coordinated prevention grants ("CPGs") to Washington State counties for the operation of their various solid waste programs; and

WHEREAS, CPGs are funded at 75 percent of the grant amount, with the remaining 25 percent being paid by the recipient, which is then reimbursed by the local municipalities per population distribution, resulting in a net increase of $297,682.50 for the solid waste fund for Benton County (#0155101); and

WHEREAS, the agreement for this CPG has been reviewed and approved as to form by the Prosecuting Attorney's Office; and

WHEREAS, the Benton County Solid Waste Advisory Committee (SWAC) passed a motion at its meeting on July 22, 2015, endorsing a plan that was expanded upon to formalize the tasks delineated in the attached grant, finding said plan to advance goals laid out in the Benton County Solid Waste and Moderate Risk Waste Plan; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the attached agreement between the Washington State Department of Ecology and Benton County for the coordinated prevention grant for the 2015-2017 state biennium, for which the Benton County share of the local match will be $19,110.50, charged to the solid waste fund (#0155010) over two years, and which will add $316,793.00 to said solid waste fund during the period beginning July 1, 2015, and ending on June 30, 2017, for a net increase of $297,682.50; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby authorizes the Chairman of the Board to sign said agreement on the behalf of the Board.

Dated this _____ day of _____, 2015.

_____
Chairman.

_____
Chairman Pro-Tem.

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

Attest:_____
Clerk of the Board

Original: Solid Waste
Cc: Auditor

G. DeJongh

Agreement W2RCPG-1517-BeCoSW-00027

WASTE 2 RESOURCES COORDINATED PREVENTION GRANT PROGRAM AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

Benton County Solid Waste

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY” and Benton County Solid Waste, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-17 CPG Benton Co IMP
Total Cost:	$422,390.67
Total Eligible Cost:	$422,390.67
Ecology Share:	$316,793.00
Recipient Share:	$105,597.67
The Effective Date of this Agreement is:	07/10/2015
The Expiration Date of this Agreement is no later than	06/30/2017
Project Type:	Implementation

Project Short Description:

The RECIPIENT will use $387,690.67 to manage moderate risk waste and provide ways to dispose/recycle household hazardous waste through the construction and management of an MRW facility as well as a potential separate collection event before the facility's opening. The RECIPIENT will use the remaining funding in their grant to cover staff hours, maintenance, and supply fees used for recycling and community composting services as well as outreach and education for both of those activities. The remaining funding is broken down between a Waste Reduction and Recycling task ($16,200.00) and an Organics task ($18,500.00).

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste

management plans and laws.

RECIPIENT INFORMATION

Organization Name: Benton County Solid Waste

Federal Tax ID: 91-6001296
DUNS Number: 000000000

Mailing Address: PO Box 1001
Prosser, WA, 99350

Physical Address: 620 Market Street
Prosser, Washington, 99350

Organization Email: grant.dejongh@co.benton.wa.us

Contacts

Project Manager	Grant DeJongh Program Coordinator 620 Market Street Prosser, Washington, 99350 Email: grant.dejongh@co.benton.wa.us Phone: (509) 786-5611
Billing Contact	Grant DeJongh Program Coordinator 620 Market Street Prosser, Washington, 99350 Email: grant.dejongh@co.benton.wa.us Phone: (509) 786-5611
Authorized Signatory	Matt Rasmussen Assistant County Engineer 620 Market Street Prosser, Washington, 99350 Email: matt.rasmussen@co.benton.wa.us Phone: (509) 786-5611

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Trent Hurlbut 1250 West Alder Street Union Gap, Washington, 98903-0009 Email: thur461@ecy.wa.gov Phone: (509) 575-2782
Financial Manager	Trent Hurlbut 1250 West Alder Street Union Gap, Washington, 98903-0009 Email: thur461@ecy.wa.gov Phone: (509) 575-2782

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.
RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.
This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.
IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State
Department of Ecology

Program Manager Date

Laurie Davies

Waste 2 Resources

Benton County Solid Waste

Matt Rasmussen Date

Assistant County Engineer

Jerome Delvin

Chairman, Board of County Commissioners Date

Approval as to form only:

Deputy Prosecuting Attorney

SCOPE OF WORK

Task Number: 1 **Task Cost:** $387,690.67

Task Title: Managing Moderate Risk Waste

Task Description:
The RECIPIENT will provide the households and small businesses of Benton County with ways in which they can safely and legally dispose of moderate risk waste. The RECIPIENT will complete the construction of an MRW facility. This construction project will include a facility retrofit design, permitting fees, some site preparation and demolition (although this grant will cover no disposal charges), fencing materials, new electrical and plumbing work, and other retrofitting, construction, and preparation costs. By the end of the first quarter of 2016, the RECIPIENT will have put out for bid site designs, and by the second quarter of 2016, the RECIPIENT will put out for bid the construction contract for the retrofitting and site preparation required to have an open and operational fixed MRW facility. Two contracts (one for design and one for retrofitting/construction) will be put out to bid.

This facility will provide a permanent location for households and small businesses in Benton County to take household hazardous waste. The plan is to have this facility open in the third quarter of 2016, and no later than the fourth quarter of 2016.

Following completion of the MRW facility, the RECIPIENT will survey collection participants to see if the new collection process is comparable to previous collection rates. The RECIPIENT plans on organizing a collection event before the facility opens to alleviate stress on the new facility. RECIPIENT will review their used oil collection program and, if necessary, enter into a new contract with a waste carrier.

The RECIPIENT will use various media (newsprint, social media, and website) and other contact methods to teach residents how to use less toxic materials, how to use dispose of waste properly, and how to take advantage of existing stewardship and waste disposal programs.

The RECIPIENT will educate the public and small businesses about the hazards in the products they use every day and how they can be smarter consumers. The RECIPIENT will do this through a variety of on-line media formats, through contact at collection events, and through cooperation with other groups.

CPG funds will cover training, and dues or fees related to safety or solid waste with prior approval from the Ecology Grant Manager.

Task Goal Statement:
To manage moderate risk waste in a manner that serves the greatest number of households and small quantity generators in the safest, most efficient, and most economical ways possible. To open a permanent collection site for MRW to increase the opportunities for disposal and decrease costs for collection.

Task Expected Outcome:
The primary goal will be the construction of a new MRW facility. Once constructed, collection of household hazardous waste will begin.

Goal diversion rates:
-20 tons recycled materials
-200 tons diverted MRW materials

Goal of education and outreach:
-Contact 15,000 residents
-Have 5500 residential participants.
-Contact 300 businesses
-Have 30 business participants

Recipient Task Coordinator: Grant DeJongh

Managing Moderate Risk Waste

Deliverables

Number	Description	Due Date
1.1	RFP for Moderate Risk Waste facility design.	
1.2	Community outreach and notification materials regarding MRW diversion opportunities in Benton County.	
1.3	MRW collection figures at the fixed site and community events.	
1.4	RFP for retrofitting, site preparation, and construction at the fixed Moderate Risk Waste Facility.	
1.5	MRW facility permits obtained.	
1.6	Construction and facility retrofitting at fixed MRW site.	
1.7	Open and operational fixed MRW facility.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $16,200.00

Task Title: Waste Reduction and Recycling

Task Description:
The RECIPIENT will educate the citizens and businesses of Benton County about “Reduce, Reuse, Recycle" using flyers and brochures, fair booth, on-line media, advertisements, etc. The RECIPIENT will support the recycling efforts of Benton County and other groups by the loaning of equipment, supplies and expertise. This task will primarily consist of staff hours and supplies to enable the projects success.

Task Goal Statement:
To decrease the dependence on landfills by educating citizens and encouraging them to use resources and opportunities available to them.

Task Expected Outcome:
To divert 42 tons of recycled material, contact 20000 residents and 120 buisnesses, and have 3600 residents and 10 buisnesses participate in an event.

Recipient Task Coordinator: Grant DeJongh

Waste Reduction and Recycling

Deliverables

Number	Description	Due Date
2.1	Educational materials at the Benton-Franklin fair.	06/30/2017
2.2	Recycling reports from efforts by county staff.	06/30/2017

SCOPE OF WORK

Task Number: 3 **Task Cost:** $18,500.00

Task Title: ORGANICS

Task Description:
The RECIPIENT will support the efforts of agencies within Benton County to divert organic waste from the landfills. The RECIPIENT will provide their maintained brush chipper at no cost to any grant partner to use at cleanup events. The RECIPIENT will if needed support local composting seminars provided by the local Washington State University Extension Office. The RECIPIENT will conduct education and outreach at community events to distribute information on organics and composting. This task will consist of primarily staff hours and upkeep costs for the brush chipper.

Task Goal Statement:
The goal is to increase the diversion of organic wastes from landfills, decrease organic waste burning, and educate citizens about alternatives available.

Task Expected Outcome:
The RECIPIENT will keep track of organic materials diverted at city clean up events. RECIPIENT expects to divert 300 tons of organic material, contact 1000 residents with information materials related to organics, and have 1500 residents participate in events that reduce the amount of organic material entering the landfill.

Recipient Task Coordinator: Grant DeJongh

ORGANICS

Deliverables

Number	Description	Due Date
3.1	Collection tonnages and participation numbers for organic materials collection events.	06/30/2017

BUDGET

Funding Distribution EG160029

Funding Title: State Building and Construction Account
Funding Type: Grant
Funding Expiration Date: 06/30/2017
Funding Effective Date: 07/10/2015
Funding Source:

Title: State Building Construction Account (SBCA)
Type: State
CFDA:
Assistance Agreement:
Description:

Recipient Match %: 25
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

State Building and Construction Account	Task Total
Managing Moderate Risk Waste	$ 387,690.67
Waste Reduction and Recycling	$ 16,200.00
ORGANICS	$ 18,500.00
Total:	**$ 422,390.67**

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
State Building and Construction Account	25.00 %	$ 105,597.67	$ 316,793.00	$ 422,390.67
Total		**$ 105,597.67**	**$ 316,793.00**	**$ 422.390.67**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Indirect costs can be charged at a rate of up to 25% of salaries and benefits.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than $25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to

approval by ECOLOGY.

RECIPIENT shall:
a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS
RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST
RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.

b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and

women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS
RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:
a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify

discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, http://www.ecy.wa.gov/programs/swfa/epp.

27. TERMINATION
a) For Cause
ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT RENTAL RATES FOR COUNTY ROAD EQUIPMENT RENTAL AND REVOLVING FUND – 2016

WHEREAS, by Resolution 77-644, dated December 29, 1977, an annual review of the ER&R Fund's Equipment Rental Rates was established; and

WHEREAS, the current Equipment Rental Rates were last reviewed in December 2014; and

WHEREAS, a review of equipment status has been made and it is found that all equipment rental rates need to be revised according to the attached schedule; and

WHEREAS, the County Engineer recommends that the attached schedule of Equipment Rental Rates be approved and become effective January 1, 2016; NOW, THEREFORE,

BE IT RESOLVED that the attached schedule of ER&R Fund Equipment Rental Rates for all County Road Equipment be approved and be effective January 1, 2016.

Dated this 22nd day of December, 2015.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

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

Orig.: Public Works

C. Aranda

2016 EQUIPMENT RATES

YEAR 2013,2014,OCT.2015	2016 Hr. Group Rate	2015 Hr. Group Rate
10 Yard Pup Trailer		
566-2015 10 YD PUP TRL	$63.48	$44.74
567-2015 10 YD PUP TRL		
568-2015 10 YD PUP TRL		
573-2016 10 YD PUP TRL		
574-2016 10 YD PUP TRL		
575-2016 10 YD PUP TRL		
12 Yard Dump Trucks		
563-2015 12 YD DUMP	$118.00	$62.51
564-2015 12 YD DUMP		
565-2015 12 YD DUMP		
570-2016 12 YD DUMP		
571-2016 12 YD DUMP		
572-2016 12 YD DUMP		
5th Wheel Trailor		
418-1995 HEAVY HAUL TRL	$28.93	$35.82
419-1994 20 YD-TRL		
432-1959 WATER TANK TRL		
6 Yard Dump Trucks		
534-2012 5 YD DUMP	$165.86	$212.52
535-2012 5 YD DUMP		
561-2015 6 YD DUMP		
562-2015 6 YD DUMP		
Backhoe		
545-2012 420E BACKHOE	$50.83	$57.84
546-2012 420E BACKHOE		
De-icer Tank		
480-2001 500 GAL. DE-ICER	$66.72	$44.47
481-2001 500 GAL. DE-ICER		
502-2005 200 GAL. DE-ICER		
Diesel Pickup & Rock Rake Truck		
532-2009 ROCK RAKE PU	$33.44	$31.46
541-2012 ROCK RAKE PU		
542-2012 ROCK RAKE PU		
Flat Bed Truck		
543-2012 F450 FLAT BED PU	$40.37	$74.59
554-2013 F450 FLAT BED PU		
HD Trailer		
442-1997 FLAT BED TILT TRL	$39.57	$31.01
551-2013 OM12-2E FLATBED TILT TRLR12K		
552-2013 30TDT-3SC FLATBED TILT TRLR 50K		
Individual-No Group		

2016 EQUIPMENT RATES

525B-2009 Pickup Survey 2000XT Tray	$3.62	$1.49
172-1976 INT'L TRUCK & ROSCOE DISTRIB	$59.05	$25.81
212-1962 SINGLE AXLE PIPE TRL	$5.99	$3.12
390-1991 TOWABLE TRASH PUMP	$13.84	$11.67
452-1998 DOUBLE DRUM VIBR ROLLER	$9.33	$13.16
467-2000 RAMMER/TAMPER	$12.35	$12.35
474-2001 HEAVY HAUL TRACTOR	$132.92	rebuild
482-2002 RAMMER/TAMPER	$4.95	$0.94
495-2004 ROLLER	$18.53	$27.69
506-2006 CHIPPER	$28.72	$32.15
520-2008 SIGN TRK 1 TON	$54.39	$16.99
536-2009 JET RODDER	$189.69	$117.60
537-2011 Engineer's Lab Trailer	$60.69	$54.90
539-2013 SIGN TRUCK	$88.14	$84.40
576-2014 AUGER DRIVE ATTACHMENT	$8.84	$8.84
577-2014 TELESPAR POWER DRIVER	$3.84	$3.84
578-2015 TOTAL STATION GPS UNIT	$16.13	$16.13
Loader		
484-2002 JD FRONT LOADER	$186.83	$247.90
553-2013 JD FRONT LOADER		
Motor Grader		
469-2001 VOLVO MOTOR GRADER	$38.28	$57.37
492-2004 CAT MOTOR GRADER		
500-2005 CAT MOTOR GRADER		
All Wheel Drive Motor Grader		
540-2013 AWD MOTOR GRADER	$93.98	$133.63
544-2013 AWD MOTOR GRADER		
Articulated Wheel Compactor		
580-2015 WALK-N-ROLL	$26.65	new
581-2015 WALK-N-ROLL		
Patch Truck		
407-1993 PATCH TRK	$31.36	$50.14
490-2004 PATCH TRK		
Pick Up-Engineering		
487-2003 EXT CAB 4X4 1/2 TON PU	$11.35	$11.75
507-2006 REG CAB 1/2 T 4x4 PU		
526-2009 1/2 TON REG CAB-		
533-2010 ESCAPE		
Daily Drivers		
538-2011 FORD EXPLORER	$7.72	new group
525-2009 F350CC 4X4 SURVEY CREW		
548-2013 F250 4X4 PU-FOREMAN		
549-2013 F250 4X4 PU FOREMAN		
558-2014 F150 4WD Superintendent		
559-2014 F150 4WD Superintendent		
560-2014 Ford F250 4WD Engineering		

2016 EQUIPMENT RATES

579-2016 FORD EXPLORER		
Pick Up-Roads		
516-F250 4X4 PU	$11.98	$14.94
522-2008 F250 4X4 PU		
523-2008 F250 4X4 PU		
528-2009 R2500 PU		
529-2009 R2500 PU		
530-2009 R2500 PU		
547-2013 F250 4X4 PU		
550-2013 F250 4X4 PU		
Rock Rake		
424-1995 ROCK RAKE	$7.60	$12.65
425-1995 ROCK RAKE		
489-2003 ROCK RAKE		
Spray Bed		
447-1998 1000 GALLON SPRAY SYSTEM	$11.74	$16.04
462-1999 1000 GALLON SPRAY SYSTEM		
Spray Truck		
509-2007 SPRAY TRK	$39.74	$55.30
518-2009 SPRAY TRK		
Tractor Mower		
505-2006 JD TRACTOR/MOWER	$97.55	$129.10
511-2006 JD TRACTOR/MOWER		
Water Truck		
461-2000 WATER TRK 4000 GAL. OMCO TANK	$36.24	$49.64
468-2001 WATER TRK 3200 GAL. OMCO TANK		
557-2014 WATER TRK 4000 GAL. OMCO TANK		
Broom		
555-2013 BROOM	$41.32	$64.52
556-2013 BROOM		
Conveyor		
420-1994 TRUCK CONVEYOR BOX	$17.42	$7.90
458-1999 TRUCK CONVEYOR BOX		
459-1999 TRUCK CONVEYOR BOX		
Fork Lift		
501-2005 FORKLIFT	$54.00	$54.76
514-2007 FORKLIFT		
Shop Truck		
443-1997 SHOP SERVICE TRK	$16.00	$16.99
476-2002 SHOP SERVICE TRK		
Spreader		
477-2001 TAILGATE ROCK SPREADER	$27.00	$27.78
478-2001 TAILGATE ROCK SPREADER		
479-2001 TAILGATE ROCK SPREADER		

q. Vacation and Abandonment of Unimproved Right of Way

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: December 22, 2015	Execute Agreement	Consent Agenda X
Subject: Unimproved Vacation	Pass Resolution X	Public Hearing
Prepared by: JAL	Pass Ordinance	1st Discussion
Reviewed by: MSR	Pass Motion	2nd Discussion
	Other	Other

BACKGROUND INFORMATION

Benton County Public Works has received a petition from Kennewick Game Farm llc. to vacate a portion of Unimproved Road right of way.

SUMMARY

A public hearing was held on November 3, 2015, at 9:00 a.m., in which the Commissioners approved the vacation.

RECOMMENDATION

Public Works recommends that the Commissioners approve the consent agenda and sign the Resolution vacating the proposed right of way.

FISCAL IMPACT

None

MOTION

Approve Consent Agenda, which includes the signing of the resolution to vacate the right of way.

Return to:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1996 VAC PROPOSED VACATION AND ABANDONMENT OF UNIMPROVED RIGHT OF WAY LOCATED IN SECTION 25, TOWNSHIP 8 NORTH, RANGE 30 EAST, WM;

WHEREAS, Resolution No. 2015-730, dated October 13, 2015, scheduled a public hearing for November 3, 2015 to consider the proposal by Benton County Public Works to vacate and abandon the following described right of way within Benton County as shown on the attached exhibit map:

> All that portion of the south 20' of the NW quarter and north 20' of the SW quarter of Section 25, Township 8 North Range 30 East, W.M., Benton County, WA lying easterly of Piert Road and lying westerly of the Army Corp of Engineers drainage ditch.

WHEREAS, the right of way requested for vacation and abandonment is a 40.00' wide strip of land currently lying between parcel # 125802020009000 and parcel # 125802020005000; and

WHEREAS, easements have been left behind for the existing utilities AF # 2015-035423, 2015-035424, 2015-035425, 2015-035426; and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;

2. The subject right of way is existing unimproved county road right of way;

3. The right of way is not the sole legal access to any separate parcel;

4. After field review the Public Works Engineer recommended that the public will be benefited by the right of way being vacated and abandoned, and the right of way is useless as part of the county road system; NOW, THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

All that portion of the south 20' of the NW quarter and north 20' of the SW quarter of Section 25, Township 8 North Range 30 East, W.M., Benton County, WA lying easterly of Piert Road and lying westerly of the Army Corp of Engineers drainage ditch.

Dated this 22nd day of December, 2015.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Benton County Road Department

Matt S. Rasmussen/Jeff Liner

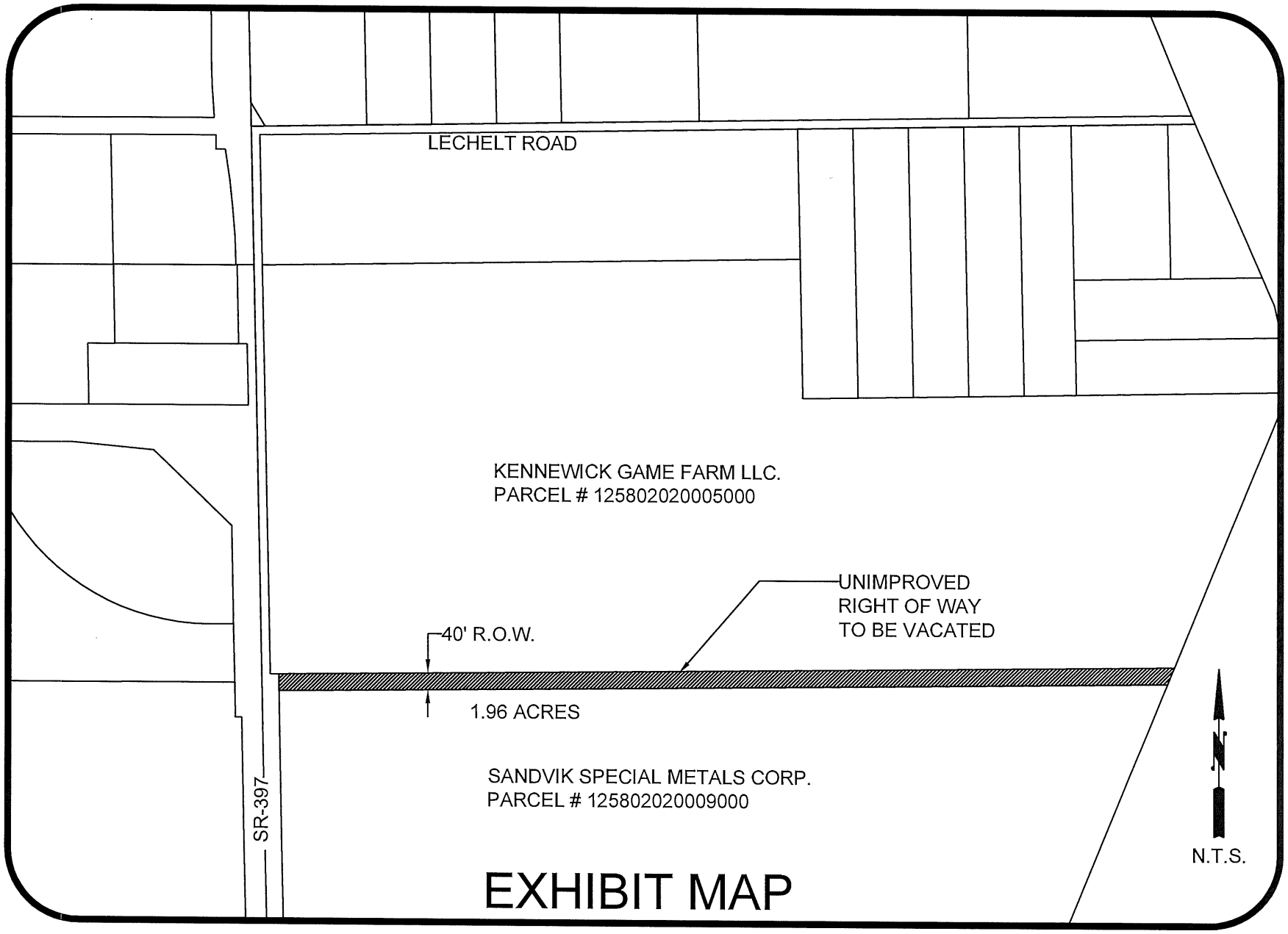
LECHELT ROAD
KENNEWICK GAME FARM LLC.
PARCEL # 125802020005000
UNIMPROVED
RIGHT OF WAY
TO BE VACATED
40' R.O.W.
1.96 ACRES
SANDVIK SPECIAL METALS CORP.
PARCEL # 125802020009000
SR-397
N
N.T.S.

EXHIBIT MAP

r. Contract w/Solid Structures LLC for Storage Sheds Construction

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE STORAGE SHEDS CONSTRUCTION CONTRACT WITH SOLID STRUCTURES LLC, SPOKANE, WASHINGTON

WHEREAS, by Resolution 2015-873 dated December 8, 2015, an award was made to Solid Structures LLC, Spokane, Washington for the construction of three storage sheds; and

WHEREAS, the contract in the amount of $79,735.00 plus WSST has been executed by Solid Structures LLC; and

WHEREAS, the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County the contract for the construction of three storage sheds awarded December 8, 2015 to Solid Structures LLC in the amount of $79,735.00 plus WSST; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the construction of the three storage sheds according to the terms of the contract; and

BE IT FURTHER RESOLVED, the contract shall expire on June 30, 2016.

Dated this 22nd day of December, 2015.

_____
Chairman.

_____
Chairman Pro-Tem.

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

Attest:_____
Clerk of the Board

Orig.: Public Works
c: Auditor

S. Christen

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"), Solid Structures LLC, with its principal offices at 6724 N. Pittsburg St., Spokane, WA 99217, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these terms and conditions and the following documents:

a. Exhibit A- Scope of Work
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on June 30, 2016. 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. The CONTRACTOR agrees to provide storage sheds in accordance with Exhibit A. All items listed as "Options" in Exhibit A-1, A-2 and A-3 are not included as a part of this contract. 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 permit, CONTRACTOR shall be responsible for procuring such building 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

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:
James Warner
6724 N. Pittsburg St.
Spokane, WA 99217
Phone: 509-487-7769 or 509-216-8672
Email: jlwsolidstructures@gmail.com

b. For COUNTY:
Dan Mack
P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: dan.mack@co.benton.wa.us

5. COMPENSATION

a. The CONTRACTOR shall be paid for the storage sheds as provided in Section 3 in accordance with the following rates. 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 is not to exceed $79,735.00 (Seventy nine thousand seven hundred thirty five dollars)excluding 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 in a form approved and certified by the Washington State Department of Labor and Industries directly 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 in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

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, the date of service and shall also reference the work order provided to COUNTY as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S 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, 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 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, its subcontractors, employees or agents, and the COUNTY, 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, its subcontractors, employees and 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 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, 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 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. A **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 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, 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 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 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.

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 Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 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. Proof of the performance bond 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 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. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving 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, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, 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 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, its assignees, delegates, or 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, 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

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, 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.

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, 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 is effective on the date last 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: Dec 15 2015

Solid Structures LLC

_____
Signature

Member
Title:

James L Warner
PRINTED NAME

EXHIBIT A

SCOPE OF WORK

SOLID STRUCTURES

CONSTRUCTION...CONQUERED

EXHIBIT "A"-1

Benton County Dept. of Public Works **11/23/15**

Prosser, Wa. **509 786-5611**

Solid Structures will supply material, delivery, labor etc. to construct the building as specified below. Solid Structures builds only to IBC 2009 code or to your local building department's requirements.

Specifications:

40x60x16 Finley Pit Sand/Salt Storage Shed Pole Building #1. The height is the approximate height to the top of the roof at the exterior of the wall line. The thickness of the truss required for your job will decrease your interior height, so if you need a specific interior height it must be communicated to us prior to ordering material since it may affect the post length required for your building.

Due to the lack of larger logs, the quality of solid sawn posts has been steadily declining. Due to the poor quality of lumber, Solid Structures suggests using a laminated post system made of douglas fir components manufactured and inspected in a factory here in the Northwest. The bottom laminates are pressure treated douglas fir and the laminates are nailed with ring shank nails. These posts are engineered stronger than the standard solid sawn pressure treated hemlock post and are dimensional with the framing lumber making it easier to finish the interior of your building.

Trusses are engineered, manufactured, and inspected in a factory and brought to your jobsite to meet the exact snow and wind load conditions for your area. Your building requires a **30** psf snow load with the trusses **12'** on center with a **4/12** pitch.

2x8 Purlins are joist hung between the trusses rather than stacked on top of the trusses alleviating a possible failure in an unbalanced load condition. The purlins are **2ft on center**. Your roof system is designed and engineered to handle the weight of the snow and ice, allowing you to put snow breaks on the building and bring you the peace of mind knowing that you won't have to shovel your roof off. Wall Girts are 2" x 6" and 2ft on center.

506 E. 1st Ave. Kennewick, WA. 509.487.7769 phone 509.327-7233 fax
solidstructuresoffice@yahoo.com www.solidstructuresnw.com

Note – All framing lumber is #2 or better Douglas Fir or Larch.

Engineered Laminated Post System

26 Gauge rolled rib colored metal roof, siding, trim and fasteners are included. The metal has a **Lifetime**, non pro-rated written paint finish warranty from the manufacturer.

MBI (approximately a 2" fiberglass with a WVPMR backing Metal Building Insulation) will be installed over the roof purlins acting as a vapor barrier. This also gives you a Bright durable finish and helps reduce Interior and Exterior noise.

1-40' Open Gable End
26 ga. Metal Wall Siding to be sided down to 72" off grade
Post Concrete Included 10 yds.
Permit Included up to $650.00
***Engineering Included up to $50.00**
Delivery and Site Clean-Up
Sales Tax Not Included

Written lifetime limited warranty on material and labor. **Total: $ 39,300.00**

Options:

~~7/16 OSB Roof Sheeting w/15lb Felt~~	~~ADD~~	~~$ 1,200.00~~
Hard Digging 15 Post Holes	ADD	$ 3,750.00
Patented Post Bracket System (15) Post	ADD	$ 2,400.00

Notes:

Price includes a Building Permit allowance and an office fee. Your permit could be more or less and you would be charged accordingly. If you want to get your own permit you can deduct **$ 650.00** plus tax. The engineering allowance is an estimate from our engineer and could be more or less depending on what the county requires and will be charged accordingly.

Price does not include Site Prep. Site prep can be done by you or you can hire someone to do the site prep. Or, if the site is already pretty level and flat with good workable soil, we can do the site prep with the Bobcat that we have on site for drilling the post holes. Price will depend on the amount of prep and fill required. We require a flat, level building site (plus or minus 1") with native soil or properly compacted fill and a minimum of 5ft of drainage all around the building (preferably 10ft) if we are putting in a concrete floor. If we are not putting in a floor we have more flexibility.

Price includes Post Concrete (10 yds.) based on the standard engineering for your project. More post concrete may be required if the soil is sandy or rocky and we cannot bore a clean post hole. Posts are priced as standard length for a flat and level building site on native soil.

506 E. 1st Ave. Kennewick, WA. 509.487.7769 phone 509.327-7233 fax
solidstructuresoffice@yahoo.com www.solidstructuresnw.com

Engineering requires that posts go 3ft minimum into native soil, so if your site is on a slope and has or will require fill longer posts may be necessary for your project.

***Price is subject to Final Engineering**. Additionally, building prices change monthly as the building supply market changes.

Please see our website for different options on turning your building into a custom shop.

SolidStructuresNW.com

OUR MISSION IS TO BUILD YOU THE BEST BUILDING AT A FAIR PRICE AND WE "GUARANTEE" YOUR SATISFACTION WITH SOLID STRUCTURES.

Thank you for allowing us the opportunity to work with you toward another successful Solid Structures' project.

Greg Lantz

Solid Structures	Property Owner	Property Owner

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solidstructuresoffice@yahoo.com www.solidstructuresnw.com

SOLID STRUCTURES

CONSTRUCTION...CONQUERED

EXHIBIT "A"-2

Benton County Dept. of Public Works **11/23/15**

Prosser, Wa. **509 786-5611**

Solid Structures will supply material, delivery, labor etc. to construct the building as specified below. Solid Structures builds only to IBC 2009 code or to your local building department's requirements.

Specifications:

14x36x14 Finley Pit Loader Storage Shed Pole Building #2. The height is the approximate height to the top of the roof at the exterior of the wall line. The thickness of the truss required for your job will decrease your interior height, so if you need a specific interior height it must be communicated to us prior to ordering material since it may affect the post length required for your building.

Due to the lack of larger logs, the quality of solid sawn posts has been steadily declining. Due to the poor quality of lumber, Solid Structures suggests using a laminated post system made of douglas fir components manufactured and inspected in a factory here in the Northwest. The bottom laminates are pressure treated douglas fir and the laminates are nailed with ring shank nails. These posts are engineered stronger than the standard solid sawn pressure treated hemlock post and are dimensional with the framing lumber making it easier to finish the interior of your building.

Trusses are engineered, manufactured, and inspected in a factory and brought to your jobsite to meet the exact snow and wind load conditions for your area. Your building requires a **30** psf snow load with the trusses **12'** on center with a **4/12** pitch.

2x8 Purlins are joist hung between the trusses rather than stacked on top of the trusses alleviating a possible failure in an unbalanced load condition. The purlins are **2ft on center**. Your roof system is designed and engineered to handle the weight of the snow and ice, allowing you to put snow breaks on the building and bring you the peace of mind knowing that you won't have to shovel your roof off. Wall Girts are 2" x 6" and 2ft on center.

506 E. 1st Ave. Kennewick, WA. 509.487.7769 phone 509.327-7233 fax
solidstructuresoffice@yahoo.com www.solidstructuresnw.com

Note – All framing lumber is #2 or better Douglas Fir or Larch.

Engineered Laminated Post System

26 Gauge rolled rib colored metal roof, siding, trim and fasteners are included. The metal has a **Lifetime**, non pro-rated written paint finish warranty from the manufacturer.

MBI (approximately a 2" fiberglass with a WVPMR backing Metal Building Insulation) will be installed over the roof purlins acting as a vapor barrier. This also gives you a Bright durable finish and helps reduce Interior and Exterior noise.

1-12x12 Overhead Door Steel Backed
1-3/0x6/8 Commercial Steel Entry Door
26 ga. Metal Wall Siding
Post Concrete Included 4 yds.
Permit Included up to $450.00
***Engineering Included up to $50.00**
Delivery and Site Clean-Up
Sales Tax Not Included

Written lifetime limited warranty on material and labor. **Total: $ 17,635.00**

~~**Options**~~
~~**7/16 OSB Roof Sheeting w/15lb Felt ADD $ 250.00**~~
~~**Hard Digging 15 Post Holes ADD $ 2,250.00**~~
~~**Patented Post Bracket System (8) Post ADD $ 1,040.00**~~

Notes:

Price includes a Building Permit allowance and an office fee. Your permit could be more or less and you would be charged accordingly. If you want to get your own permit you can deduct **$ 450.00** plus tax. The engineering allowance is an estimate from our engineer and could be more or less depending on what the county requires and will be charged accordingly.

Price does not include Site Prep. Site prep can be done by you or you can hire someone to do the site prep. Or, if the site is already pretty level and flat with good workable soil, we can do the site prep with the Bobcat that we have on site for drilling the post holes. Price will depend on the amount of prep and fill required. We require a flat, level building site (plus or minus 1") with native soil or properly compacted fill and a minimum of 5ft of drainage all around the building (preferably 10ft) if we are putting in a concrete floor. If we are not putting in a floor we have more flexibility.

Price includes Post Concrete (4 yds.) based on the standard engineering for your project. More post concrete may be required if the soil is sandy or rocky and we cannot bore a clean post hole. Posts are priced as standard length for a flat and level building site on native soil.

506 E. 1st Ave. Kennewick, WA. 509.487.7769 phone 509.327-7233 fax
solidstructuresoffice@yahoo.com www.solidstructuresnw.com

Engineering requires that posts go 3ft minimum into native soil, so if your site is on a slope and has or will require fill longer posts may be necessary for your project.

***Price is subject to Final Engineering**. Additionally, building prices change monthly as the building supply market changes.

Please see our website for different options on turning your building into a custom shop.

SolidStructuresNW.com

OUR MISSION IS TO BUILD YOU THE BEST BUILDING AT A FAIR PRICE AND WE "GUARANTEE" YOUR SATISFACTION WITH SOLID STRUCTURES.

Thank you for allowing us the opportunity to work with you toward another successful Solid Structures' project.

Greg Lantz

Solid Structures	Property Owner	Property Owner

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solidstructuresoffice@yahoo.com www.solidstructuresnw.com

SOLID STRUCTURES

CONSTRUCTION...CONQUERED

EXHIBIT "A"–3

Benton County Dept. of Public Works **11/23/15**

Prosser, Wa. **509 786-5611**

Solid Structures will supply material, delivery, labor etc. to construct the building as specified below. Solid Structures builds only to IBC 2009 code or to your local building department's requirements.

Specifications:

30x36x14 Wiser Parkway Storage Shed Pole Building #3. The height is the approximate height to the top of the roof at the exterior of the wall line. The thickness of the truss required for your job will decrease your interior height, so if you need a specific interior height it must be communicated to us prior to ordering material since it may affect the post length required for your building.

Due to the lack of larger logs, the quality of solid sawn posts has been steadily declining. Due to the poor quality of lumber, Solid Structures suggests using a laminated post system made of douglas fir components manufactured and inspected in a factory here in the Northwest. The bottom laminates are pressure treated douglas fir and the laminates are nailed with ring shank nails. These posts are engineered stronger than the standard solid sawn pressure treated hemlock post and are dimensional with the framing lumber making it easier to finish the interior of your building.

Trusses are engineered, manufactured, and inspected in a factory and brought to your jobsite to meet the exact snow and wind load conditions for your area. Your building requires a **30** psf snow load with the trusses **12'** on center with a **3/12-6/12 Offset Roof pitch.**

2x8 Purlins are joist hung between the trusses rather than stacked on top of the trusses alleviating a possible failure in an unbalanced load condition. The purlins are **2ft on center**. Your roof system is designed and engineered to handle the weight of the snow and ice, allowing you to put snow breaks on the building and bring you the peace of mind knowing that you won't have to shovel your roof off. Wall Girts are 2" x 6" and 2ft on center.

506 E. 1st Ave. Kennewick, WA. 509.487.7769 phone 509.327-7233 fax
solidstructuresoffice@yahoo.com www.solidstructuresnw.com

Note – All framing lumber is #2 or better Douglas Fir or Larch.

Engineered Laminated Post System

26 Gauge rolled rib colored metal roof, siding, trim and fasteners are included. The metal has a **Lifetime**, non pro-rated written paint finish warranty from the manufacturer.

MBI (approximately a 2" fiberglass with a WVPMR backing Metal Building Insulation) will be installed over the roof purlins acting as a vapor barrier. This also gives you a Bright durable finish and helps reduce Interior and Exterior noise.

1-36' Open Front Sidewall
26 ga. Metal Wall Siding
3/12-6/12 Offset Roof Pitch
Post Concrete Included 8 yds.
Permit Included up to $450.00
***Engineering Included up to $50.00**
Delivery and Site Clean-Up
Sales Tax Not Included

Written lifetime limited warranty on material and labor. **Total: $ 22,800.00**

~~**Options:**~~

~~**7/16 OSB Roof Sheeting w/15lb Felt**~~	~~**ADD**~~	~~**$**~~	~~**500.00**~~
~~**Hard Digging 12 Post Holes**~~	~~**ADD**~~	~~**$**~~	~~**3,000.00**~~
~~**Patented Post Bracket System (12) Post**~~	~~**ADD**~~	~~**$**~~	~~**1,800.00**~~

Notes:

Price includes a Building Permit allowance and an office fee. Your permit could be more or less and you would be charged accordingly. If you want to get your own permit you can deduct **$ 450.00** plus tax. The engineering allowance is an estimate from our engineer and could be more or less depending on what the county requires and will be charged accordingly.

Price does not include Site Prep. Site prep can be done by you or you can hire someone to do the site prep. Or, if the site is already pretty level and flat with good workable soil, we can do the site prep with the Bobcat that we have on site for drilling the post holes. Price will depend on the amount of prep and fill required. We require a flat, level building site (plus or minus 1") with native soil or properly compacted fill and a minimum of 5ft of drainage all around the building (preferably 10ft) if we are putting in a concrete floor. If we are not putting in a floor we have more flexibility.

Price includes Post Concrete (8 yds.) based on the standard engineering for your project. More post concrete may be required if the soil is sandy or rocky and we cannot bore a clean post hole. Posts are priced as standard length for a flat and level building site on native soil.

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solidstructuresoffice@yahoo.com www.solidstructuresnw.com

Engineering requires that posts go 3ft minimum into native soil, so if your site is on a slope and has or will require fill longer posts may be necessary for your project.

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Thank you for allowing us the opportunity to work with you toward another successful Solid Structures' project.

Greg Lantz

Solid Structures	Property Owner	Property Owner

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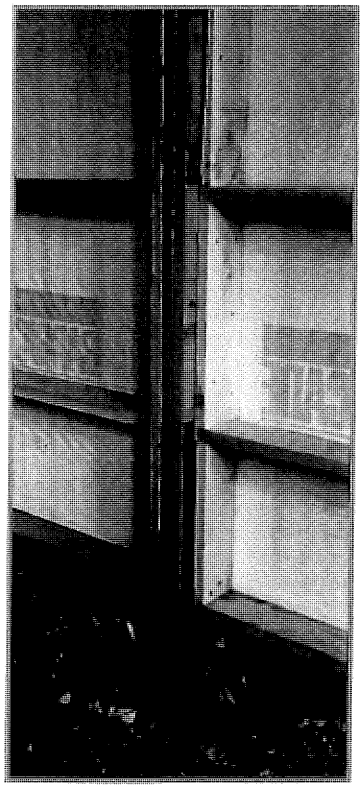
solidstructuresoffice@yahoo.com www.solidstructuresnw.com

OUT WITH THE OLD
IN WITH THE NEW!

No more posts in the ground!

Solid Structures has created a way to give you the longevity of a stick frame building with the cost effectiveness of a post frame building. Our new, patented bracket system gets the posts out of the ground and alleviates the possibility of rotting wood. You can rest assured knowing that your building is the strongest and longest lasting in the industry and will be around for generations to come.



No more twisting, cracking, or rotting posts!

Solid Structures now offers an affordable way to upgrade your post system to the strongest posts available. Each post is manufactured in our facility and is constructed of 100% Doug Fir. These posts are the strongest in the industry... stronger than Hem Fir or Southern Yellow Pine posts.

SOLID STRUCTURES

Call 1-855-SHOPSNW

Office: 1-509-487-7769

6724 N Pittsburg Rd, Spokane, WA 99217

EXHIBIT B

WASHINGTON STATE PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS

EXHIBIT B

State of Washington
Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 12/11/2015

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Benton	Asbestos Abatement Workers	Journey Level	$36.01	5D	1H	
Benton	Boilermakers	Journey Level	$64.29	5N	1C	
Benton	Brick Mason	Journey Level	$44.94	5A	1M	
Benton	Building Service Employees	Janitor	$9.47		1	
Benton	Building Service Employees	Shampooer	$11.14		1	
Benton	Building Service Employees	Waxer	$9.47		1	
Benton	Building Service Employees	Window Cleaner	$9.47		1	
Benton	Cabinet Makers (In Shop)	Journey Level	$15.51		1	
Benton	Carpenters	Carpenters	$40.76	5A	1B	8N
Benton	Cement Masons	Journey Level	$39.60	7B	1N	
Benton	Divers & Tenders	Diver	$86.59	5A	1B	8A
Benton	Divers & Tenders	Diver on Standby	$49.87	5A	1B	
Benton	Divers & Tenders	Diver Tender	$48.17	5A	1B	
Benton	Divers & Tenders	Diving Master	$58.71	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator	$48.17	5A	1B	
Benton	Divers & Tenders	Surface RCV & ROV Operator Tender	$48.17	5A	1B	
Benton	Dredge Workers	Assistant Engineer	$56.44	5D	3F	
Benton	Dredge Workers	Assistant Mate (Deckhand)	$56.00	5D	3F	
Benton	Dredge Workers	Boatmen	$56.44	5D	3F	
Benton	Dredge Workers	Engineer Welder	$57.51	5D	3F	
Benton	Dredge Workers	Leverman, Hydraulic	$58.67	5D	3F	
Benton	Dredge Workers	Mates	$56.44	5D	3F	
Benton	Dredge Workers	Oiler	$56.00	5D	3F	
Benton	Drywall Applicator	Journey Level	$40.76	5A	1B	8N
Benton	Drywall Tapers	Journey Level	$36.10	7E	1P	
Benton	Electrical Fixture Maintenance Workers	Journey Level	$34.23		1	
Benton	Electricians - Inside	Cable Splicer	$59.51	5A	1E	
Benton	Electricians - Inside	Journey Level	$57.50	5A	1E	
Benton	Electricians - Inside	Welder	$61.50	5A	1E	
Benton	Electricians - Motor Shop	Craftsman	$15.37		1	
Benton	Electricians - Motor Shop	Journey Level	$14.69		1	
Benton	Electricians - Powerline Construction	Cable Splicer	$69.95	5A	4D	
Benton	Electricians - Powerline Construction	Certified Line Welder	$63.97	5A	4D	
Benton	Electricians - Powerline Construction	Groundperson	$43.62	5A	4D	
Benton	Electricians - Powerline Construction	Heavy Line Equipment Operator	$63.97	5A	4D	
Benton	Electricians - Powerline Construction	Journey Level Lineperson	$63.97	5A	4D	
Benton	Electricians - Powerline Construction	Line Equipment Operator	$53.81	5A	4D	

Benton	Electricians - Powerline Construction	Pole Sprayer	$63.97	5A	4D	
Benton	Electricians - Powerline Construction	Powderperson	$47.55	5A	4D	
Benton	Electronic Technicians	Journey Level	$11.00		1	
Benton	Elevator Constructors	Mechanic	$82.67	7D	4A	
Benton	Elevator Constructors	Mechanic In Charge	$89.40	7D	4A	
Benton	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$9.96		1	
Benton	Fence Erectors	Fence Erector	$29.15		1	
Benton	Flaggers	Journey Level	$33.91	7B	1M	
Benton	Glaziers	Journey Level	$24.39	7E	1K	
Benton	Heat & Frost Insulators And Asbestos Workers	Journey Level	$52.89	5K	1U	
Benton	Heating Equipment Mechanics	Journey Level	$54.56	5A	1X	
Benton	Hod Carriers & Mason Tenders	Journey Level	$37.54	7B	1M	
Benton	Industrial Power Vacuum Cleaner	Journey Level	$9.47		1	
Benton	Inland Boatmen	Journey Level	$9.47		1	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$9.73		1	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$11.48		1	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$12.78		1	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$9.47		1	
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$10.53		1	
Benton	Insulation Applicators	Journey Level	$40.76	5A	1B	8N
Benton	Ironworkers	Journeyman	$56.20	7N	1O	
Benton	Laborers	Air And Hydraulic Track Drill	$36.55	7B	1M	
Benton	Laborers	Asphalt Raker	$36.55	7B	1M	
Benton	Laborers	Asphalt Roller, Walking	$36.28	7B	1M	
Benton	Laborers	Brick Pavers	$36.01	7B	1M	
Benton	Laborers	Brush Hog Feeder	$36.01	7B	1M	
Benton	Laborers	Brush Machine	$36.55	7B	1M	
Benton	Laborers	Caisson Worker, Free Air	$36.55	7B	1M	
Benton	Laborers	Carpenter Tender	$36.01	7B	1M	
Benton	Laborers	Cement Finisher Tender	$36.28	7B	1M	
Benton	Laborers	Cement Handler	$36.01	7B	1M	
Benton	Laborers	Chain Saw Operator & Faller	$36.55	7B	1M	
Benton	Laborers	Clean-up Laborer	$36.01	7B	1M	
Benton	Laborers	Compaction Equipment	$36.28	7B	1M	
Benton	Laborers	Concrete Crewman	$36.01	7B	1M	
Benton	Laborers	Concrete Saw, Walking	$36.28	7B	1M	
Benton	Laborers	Concrete Signalman	$36.01	7B	1M	
Benton	Laborers	Concrete Stack	$36.55	7B	1M	
Benton	Laborers	Confined Space Attendant	$36.01	7B	1M	
Benton	Laborers	Crusher Feeder	$36.01	7B	1M	
Benton	Laborers	Demolition	$36.01	7B	1M	
Benton	Laborers	Demolition Torch	$36.28	7B	1M	
Benton	Laborers	Dope Pot Fireman, Non-mechanical	$36.28	7B	1M	
Benton	Laborers	Driller Helper (when Required To Move & Position Machine)	$36.28	7B	1M	
Benton	Laborers	Drills With Dual Masts	$36.83	7B	1M	
Benton	Laborers	Dry Stack Walls	$36.01	7B	1M	

Benton	Laborers	Dumpman	$36.01	7B	1M	
Benton	Laborers	Erosion Control Laborer	$36.01	7B	1M	
Benton	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	$33.91	7B	1M	
Benton	Laborers	Firewatch	$36.01	7B	1M	
Benton	Laborers	Form Cleaning Machine Feeder, Stacker	$36.01	7B	1M	
Benton	Laborers	Form Setter, Paving	$36.28	7B	1M	
Benton	Laborers	General Laborer	$36.01	7B	1M	
Benton	Laborers	Grade Checker	$38.54	7B	1M	
Benton	Laborers	Grout Machine Header Tender	$36.01	7B	1M	
Benton	Laborers	Guard Rail	$36.01	7B	1M	
Benton	Laborers	Gunite	$36.55	7B	1M	
Benton	Laborers	Hazardous Waste Worker (level A)	$36.83	7B	1M	
Benton	Laborers	Hazardous Waste Worker (level B)	$36.55	7B	1M	
Benton	Laborers	Hazardous Waste Worker (level C)	$36.28	7B	1M	
Benton	Laborers	Hazardous Waste Worker (level D)	$36.01	7B	1M	
Benton	Laborers	Hdpe Or Similar Liner Installer	$36.01	7B	1M	
Benton	Laborers	High Scaler	$36.55	7B	1M	
Benton	Laborers	Jackhammer Operator Miner, Class "b"	$36.28	7B	1M	
Benton	Laborers	Laser Beam Operator	$36.55	7B	1M	
Benton	Laborers	Miner, Class "a"	$36.01	7B	1M	
Benton	Laborers	Miner, Class "c"	$36.55	7B	1M	
Benton	Laborers	Miner, Class "d"	$36.83	7B	1M	
Benton	Laborers	Monitor Operator, Air Track Or Similar Mounting	$36.55	7B	1M	
Benton	Laborers	Mortar Mixer	$36.55	7B	1M	
Benton	Laborers	Nipper	$36.01	7B	1M	
Benton	Laborers	Nozzleman	$36.55	7B	1M	
Benton	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	$36.28	7B	1M	
Benton	Laborers	Pavement Breaker, 90 Lbs. & Over	$36.55	7B	1M	
Benton	Laborers	Pavement Breaker, Under 90 Lbs.	$36.28	7B	1M	
Benton	Laborers	Pipelayer	$36.55	7B	1M	
Benton	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate	$36.28	7B	1M	
Benton	Laborers	Pipewrapper	$36.55	7B	1M	
Benton	Laborers	Plasterer Tenders	$36.55	7B	1M	
Benton	Laborers	Pot Tender	$36.28	7B	1M	
Benton	Laborers	Powderman	$38.20	7B	1M	
Benton	Laborers	Powderman Helper	$36.28	7B	1M	
Benton	Laborers	Power Buggy Operator	$36.28	7B	1M	
Benton	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	$36.28	7B	1M	
Benton	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	$36.28	7B	1M	
Benton	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	$36.28	7B	1M	
Benton	Laborers	Remote Equipment Operator	$36.83	7B	1M	
Benton	Laborers	Remote Equipment Operator (i.e. Compaction And Demolition)	$36.28	7B	1M	
Benton	Laborers	Rigger/signal Person	$36.28	7B	1M	
Benton	Laborers	Riprap Person	$36.01	7B	1M	
Benton	Laborers	Rodder & Spreader	$36.28	7B	1M	

Benton	Laborers	Sandblast Tailhoseman	$36.01	7B	1M	
Benton	Laborers	Scaffold Erector, Wood Or Steel	$36.01	7B	1M	
Benton	Laborers	Stake Jumper	$36.01	7B	1M	
Benton	Laborers	Structural Mover	$36.01	7B	1M	
Benton	Laborers	Tailhoseman (water Nozzle)	$36.01	7B	1M	
Benton	Laborers	Timber Bucker & Faller (by Hand)	$36.01	7B	1M	
Benton	Laborers	Track Laborer (rr)	$36.01	7B	1M	
Benton	Laborers	Traffic Control Laborer	$33.91	7B	1M	8T
Benton	Laborers	Traffic Control Supervisor	$34.91	7B	1M	8S
Benton	Laborers	Trencher, Shawnee	$36.28	7B	1M	
Benton	Laborers	Trenchless Technology Technician	$36.55	7B	1M	
Benton	Laborers	Truck Loader	$36.01	7B	1M	
Benton	Laborers	Tugger Operator	$36.28	7B	1M	
Benton	Laborers	Vibrators, All	$36.55	7B	1M	
Benton	Laborers	Wagon Drills	$36.28	7B	1M	
Benton	Laborers	Water Pipe Liner	$36.28	7B	1M	
Benton	Laborers	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	$36.83	7B	1M	
Benton	Laborers	Well-point Person	$36.01	7B	1M	
Benton	Laborers	Wheelbarrow, Power Driven	$36.28	7B	1M	
Benton	Laborers - Underground Sewer & Water	General Laborer & Topman	$36.01	7B	1M	
Benton	Laborers - Underground Sewer & Water	Pipe Layer	$36.55	7B	1M	
Benton	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	$10.13		1	
Benton	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	$20.17		1	
Benton	Landscape Construction	Landscaping Or Planting Laborers	$13.56		1	
Benton	Lathers	JOURNEY LEVEL	$12.41		1	
Benton	Marble Setters	Journey Level	$44.94	5A	1M	
Benton	Metal Fabrication (In Shop)	Machine Operator	$10.53		1	
Benton	Metal Fabrication (In Shop)	Painter	$9.76		1	
Benton	Metal Fabrication (In Shop)	Welder	$16.70		1	
Benton	Millwright	Journey Level	$29.22		1	
Benton	Modular Buildings	Journey Level	$9.47		1	
Benton	Painters	Journey Level	$30.72	6Z	1W	
Benton	Pile Driver	Journey Level	$41.80	5A	1B	8N
Benton	Plasterers	Journey Level	$39.28	7K	1N	
Benton	Playground & Park Equipment Installers	Journey Level	$9.47		1	
Benton	Plumbers & Pipefitters	Journey Level	$78.33	6Z	1Q	
Benton	Power Equipment Operators	A-frame Truck (2 Or More Drums)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	A-frame Truck (single Drum)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Asphalt Plant Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Backfillers (cleveland & Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Backhoe (45,000 Gw & Under)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	$41.24	7B	1M	8D

Benton	Power Equipment Operators	Backhoe (over 110,000 Gw)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Bagley Or Stationary Scraper	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Batch Plant (over 4 Units)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Belt Finishing Machine	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Belt Loader (kocal Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Bending Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Bit Grinders	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Blower Operator (cement)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Boat Operator	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Bob Cat (skid Steer)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Bolt Threading Machine	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Boom Cats (side)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Boring Machine (earth)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Bump Cutter (wayne, Saginau Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Cableway Controller (dispatcher)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Cableway Operators	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Canal Lining Machine (concrete)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Cement Hog	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Clamshell, Dragline	$42.61	7B	1M	8D
Benton	Power Equipment Operators	Compactor (self-propelled With Blade)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Concrete Pump Boon Truck	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Concrete Saw (multiple Cut)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Concrete Slip Form Paver	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$40.96	7B	1M	8D

Benton	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$42.61	7B	1M	8D
Benton	Power Equipment Operators	Crusher Feeder	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Deck Engineer	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Deck Hand	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Distributor Leverman	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Ditch Witch Or Similar	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Dope Pots (power Agitated	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Dozer, 834 R/t & Similar	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Drill Doctor	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Driller Licensed	$42.61	7B	1M	8D
Benton	Power Equipment Operators	Drillers Helper	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Elevating Belt (holland Type)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Elevator Hoisting Materials	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Fireman & Heater Tender	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Gin Trucks (pipeline)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Grade Checker	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Gunite Combination Mixer & Compressor	$40.64	7B	1M	8D
Benton	Power Equipment Operators	H.d. Mechanic	$41.51	7B	1M	8D
Benton	Power Equipment Operators	H.d. Welder	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Heavy Equipment Robotics Operator	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Helicopter Pilot	$42.61	7B	1M	8D
Benton	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Hoe Ram	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Hoist, Single Drum	$40.03	7B	1M	8D

Benton	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Lime Brain Operator (recycle Train)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	$42.61	7B	1M	8D
Benton	Power Equipment Operators	Locomotive Engineer	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Longitudinal Float	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Master Environmental Maintenance Technician	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Mixer (portable - Concrete)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Mixermobile	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Mucking Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Multiple Dozer Units With Single Blade	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Paving (dual Drum)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Paving Machine (asphalt And Concrete)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Piledriving Engineers	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Plant Oiler	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Posthole Auger Or Punch	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Power Broom	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Pump (grout Or Jet)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Pumpman	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Quad-track Or Similar Equipment	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Roto Mill (pavement Grinder)	$41.24	7B	1M	8D

Benton	Power Equipment Operators	Rotomill Groundsman	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Scrapers, All, Rubber-tired	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Screed Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Shovels (3 Yds. & Over)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Shovels (under 3 Yds.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	$40.96	7B	1M	8D
Benton	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Spray Curing Machine (concrete)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Spreader Box (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Spreader Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Steam Cleaner	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Surface Heater & Planer Machine	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Traverse Finish Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Tug Boat Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Tugger Operator	$40.03	7B	1M	8D
Benton	Power Equipment Operators	Turnhead (with Re-screening)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Turnhead Operator	$40.64	7B	1M	8D
Benton	Power Equipment Operators	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Vactor Guzzler, Super Sucker	$41.24	7B	1M	8D
Benton	Power Equipment Operators	Vacuum Blasting Machine Operator	$41.51	7B	1M	8D
Benton	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	$40.80	7B	1M	8D
Benton	Power Equipment Operators	Welding Machine	$39.71	7B	1M	8D
Benton	Power Equipment Operators	Whirleys & Hammerheads, All	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (2 Or More Drums)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (single Drum)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Backfillers (cleveland & Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	$40.96	7B	1M	8D

Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw & Under)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (over 110,000 Gw)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Bagley Or Stationary Scraper	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Batch Plant (over 4 Units)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Belt Finishing Machine	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Belt Loader (kocal Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Bending Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Bit Grinders	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Blower Operator (cement)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Boat Operator	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Bob Cat (skid Steer)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Bolt Threading Machine	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Boom Cats (side)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Boring Machine (earth)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Bump Cutter (wayne, Saginau Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cableway Controller (dispatcher)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cableway Operators	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Canal Lining Machine (concrete)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cement Hog	$40.03	7B	1M	8D

Benton	Power Equipment Operators-Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Clamshell, Dragline	$42.61	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Compactor (self-propelled With Blade)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Pump Boon Truck	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Saw (multiple Cut)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Slip Form Paver	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$42.61	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Crusher Feeder	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Deck Engineer	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Deck Hand	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Distributor Leverman	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Ditch Witch Or Similar	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Dope Pots (power Agitated	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	$41.24	7B	1M	8D

Benton	Power Equipment Operators-Underground Sewer & Water	Dozer, 834 R/t & Similar	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Drill Doctor	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Driller Licensed	$42.61	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Drillers Helper	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt (holland Type)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Elevator Hoisting Materials	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Fireman & Heater Tender	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Gin Trucks (pipeline)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Grade Checker	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Gunite Combination Mixer & Compressor	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Mechanic	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Welder	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Helicopter Pilot	$42.61	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Hoe Ram	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist, Single Drum	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Brain Operator (recycle Train)	$41.24	7B	1M	8D

Benton	Power Equipment Operators-Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead And Front-end, 10 Yds. & Over)	$42.61	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Locomotive Engineer	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Longitudinal Float	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Technician	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Mixer (portable - Concrete)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Mixermobile	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Mucking Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Multiple Dozer Units With Single Blade	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Paving (dual Drum)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Paving Machine (asphalt And Concrete)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Piledriving Engineers	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Plant Oiler	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Posthole Auger Or Punch	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Power Broom	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Pump (grout Or Jet)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Pumpman	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Quad-track Or Similar Equipment	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	$40.96	7B	1M	8D

Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Roto Mill (pavement Grinder)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Rotomill Groundsman	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Scrapers, All, Rubber-tired	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Screed Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (3 Yds. & Over)	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (under 3 Yds.)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	$40.96	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Spray Curing Machine (concrete)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Box (self-propelled)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Steam Cleaner	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Surface Heater & Planer Machine	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Traverse Finish Machine	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Tug Boat Operator	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Tugger Operator	$40.03	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead (with Re-screening)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead Operator	$40.64	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$41.51	7B	1M	8D

Benton	Power Equipment Operators-Underground Sewer & Water	Vactor Guzzler, Super Sucker	$41.24	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator	$41.51	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	$40.80	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Welding Machine	$39.71	7B	1M	8D
Benton	Power Equipment Operators-Underground Sewer & Water	Whirleys & Hammerheads, All	$41.51	7B	1M	8D
Benton	Power Line Clearance Tree Trimmers	Journey Level In Charge	$45.75	5A	4A	
Benton	Power Line Clearance Tree Trimmers	Spray Person	$43.38	5A	4A	
Benton	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$45.75	5A	4A	
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer	$40.84	5A	4A	
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$30.74	5A	4A	
Benton	Refrigeration & Air Conditioning Mechanics	Journey Level	$31.16		1	
Benton	Residential Brick Mason	Journey Level	$44.94	5A	1M	
Benton	Residential Carpenters	Journey Level	$20.00		1	
Benton	Residential Cement Masons	Journey Level	$39.60	7B	1N	
Benton	Residential Drywall Applicators	Journey Level	$18.16		1	
Benton	Residential Drywall Tapers	Journey Level	$17.00		1	
Benton	Residential Electricians	Journey Level	$27.87	5A	1E	
Benton	Residential Glaziers	Journey Level	$13.25		1	
Benton	Residential Insulation Applicators	Journey Level	$15.87		1	
Benton	Residential Laborers	Journey Level	$20.00		1	
Benton	Residential Marble Setters	Journey Level	$44.94	5A	1M	
Benton	Residential Painters	Journey Level	$17.47		1	
Benton	Residential Plumbers & Pipefitters	Journey Level	$25.05		1	
Benton	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$9.47		1	
Benton	Residential Sheet Metal Workers	Journey Level (Field or Shop)	$40.05	5A	1X	
Benton	Residential Soft Floor Layers	Journey Level	$23.11	5A	1N	
Benton	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$9.47		1	
Benton	Residential Stone Masons	Journey Level	$44.94	5A	1M	
Benton	Residential Terrazzo Workers	Journey Level	$9.47		1	
Benton	Residential Terrazzo/Tile Finishers	Journey Level	$9.47		1	
Benton	Residential Tile Setters	Journey Level	$9.47		1	
Benton	Roofers	Journey Level	$20.85		1	
Benton	Sheet Metal Workers	Journey Level (Field or Shop)	$54.56	5A	1X	
Benton	Sign Makers & Installers (Electrical)	Journey Level	$14.65		1	
Benton	Sign Makers & Installers (Non-Electrical)	Journey Level	$14.65		1	
Benton	Soft Floor Layers	Journey Level	$42.14	7E	4F	
Benton	Solar Controls For Windows	Journey Level	$9.47		1	
Benton	Sprinkler Fitters (Fire Protection)	Journey Level	$50.95	7J	1R	
Benton	Stage Rigging Mechanics (Non Structural)	Journey Level	$13.23		1	
Benton	Stone Masons	Journey Level	$44.94	5A	1M	
Benton	Street And Parking Lot Sweeper Workers	Journey Level	$14.00		1	
Benton	Surveyors	All Classifications	$24.27	Null	1	
Benton	Telecommunication Technicians	Journey Level	$17.39		1	
Benton	Telephone Line Construction - Outside	Cable Splicer	$37.60	5A	2B	
Benton	Telephone Line Construction - Outside	Hole Digger/Ground Person	$20.79	5A	2B	
Benton	Telephone Line Construction - Outside	Installer (Repairer)	$36.02	5A	2B	

Benton	Telephone Line Construction - Outside	Special Aparatus Installer I	$37.60	5A	2B	
Benton	Telephone Line Construction - Outside	Special Apparatus Installer II	$36.82	5A	2B	
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	$37.60	5A	2B	
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$34.94	5A	2B	
Benton	Telephone Line Construction - Outside	Telephone Lineperson	$34.93	5A	2B	
Benton	Telephone Line Construction - Outside	Television Groundperson	$19.73	5A	2B	
Benton	Telephone Line Construction - Outside	Television Lineperson/Installer	$26.31	5A	2B	
Benton	Telephone Line Construction - Outside	Television System Technician	$31.50	5A	2B	
Benton	Telephone Line Construction - Outside	Television Technician	$28.23	5A	2B	
Benton	Telephone Line Construction - Outside	Tree Trimmer	$34.93	5A	2B	
Benton	Terrazzo Workers	Journey Level	$38.14	5A	1M	
Benton	Tile Setters	Journey Level	$38.14	5A	1M	
Benton	Tile, Marble & Terrazzo Finishers	Journey Level	$30.90	5A	1M	
Benton	Traffic Control Stripers	Journey Level	$43.73	7A	1K	
Benton	Truck Drivers	Asphalt Mix Over 20 Yards (E.WA-690)	$41.44	5D	1V	8M
Benton	Truck Drivers	Asphalt Mix To 20 Yards (E. WA - 690)	$41.44	5D	1V	8M
Benton	Truck Drivers	Dump Truck & Trailer (E.WA-690)	$41.44	5D	1V	8M
Benton	Truck Drivers	Dump Truck (E.WA-690)	$41.44	5D	1V	8M
Benton	Truck Drivers	Other Trucks (E.WA-690)	$41.33	5D	1V	8M
Benton	Truck Drivers	Transit Mixer	$33.90		1	
Benton	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$11.15		1	
Benton	Well Drillers & Irrigation Pump Installers	Oiler	$9.47		1	
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	$18.00		1	

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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

   P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

   Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

   R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

   S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

   W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

   X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

   Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

   Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

Overtime Codes Continued

2. F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

Overtime Codes Continued

3. F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

Overtime Codes Continued

4. E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

   G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

   B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).

   C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

   D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).

   H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

   I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

   J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).

   K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

   L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

   N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

   P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Holiday Codes Continued

5. Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).

G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

Holiday Codes Continued

7. B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -$2.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -$5.00 per Foot for Each Foot Over 220 Feet

C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price

D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

Note Codes Continued

8. N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, And Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

	ITEM DESCRIPTION	YES	NO
1.	Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2.	Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3.	Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6.	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7.	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

	ITEM DESCRIPTION	YES	NO
8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13.	Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14.	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15.	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16.	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22.	Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

	ITEM DESCRIPTION	YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A .	X	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33.	Monument Case and Cover See Std. Plan.		X

	ITEM DESCRIPTION	YES	NO
34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36.	Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia Provisions for pre-approved drawings.	X	
40.	Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
42.	Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. **NOTE:** *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44.	Guardrail components	X	X
		Custom End Sec	Standard Sec
45.	Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46.	Asphalt	Covered by WAC 296-127-018	
47.	Fiber fabrics		X
48.	Electrical wiring/components		X
49.	treated or untreated timber pile		X
50.	Girder pads (elastomeric bearing)	X	
51.	Standard Dimension lumber		X
52.	Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010
(The definition of "locality" in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.
The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.
When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

s. Amended Contract w/Waltek II, Inc. for Material Sampling and Testing Services

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE PERSONAL SERVICES CONTRACT WITH WALTEK II, INC. DBA INTERMOUNTAIN MATERIALS TESTING FOR "AS NEEDED" MATERIAL SAMPLING AND TESTING SERVICES FOR ALL BENTON COUNTY LOCATIONS AND DEPARTMENTS

WHEREAS, Resolution 2014-039 awarded a Personal Services Contract for "as needed" material sampling and testing services for all Benton County locations and departments to Waltek II, Inc. dba Intermountain Materials Testing; and

WHEREAS, Item 6.b. of said Contract states "No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties."; and

WHEREAS, both parties desire to extend the contract for one year, update the contact representative for Benton County and update Exhibit A-Unit Rates for Materials Testing and Sampling Services; and

WHEREAS, Contract Amendment No. 1 has been prepared extending the duration of the contract to December 31, 2016, updating Benton County's contact information and updating Exhibit A; and

WHEREAS, Amendment No. 1 has been reviewed and approved by the department's Deputy Prosecuting Attorney, has been signed by a representative of Waltek II, Inc. dba Intermountain Materials Testing and is recommended for approval by the County Engineer; **NOW, THEREFORE,**

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign Contract Amendment No. 1 to the Personal Services Contract with Waltek II, Inc. dba Intermountain Materials Testing for "as needed" material sampling and testing services for all Benton County locations and departments which extends the duration of the contract to December 31, 2016; updates Benton County's contact information and updates Exhibit A-Unit Rates for Materials Testing and Sampling Services; and

BE IT FURTHER RESOLVED all other terms and conditions of said Personal Services Contract, including the not to exceed amount of $75,000 will remain the same.

Dated this 22nd day of December 2015.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Original: Public Works
c: Auditor

S. Christen

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE PERSONAL SERVICES CONTRACT WITH WALTEK II, INC. DBA INTERMOUNTAIN MATERIALS TESTING FOR "AS NEEDED" MATERIAL SAMPLING AND TESTING SERVICES FOR ALL BENTON COUNTY LOCATIONS AND DEPARTMENTS

WHEREAS, Resolution 2014-039 awarded a Personal Services Contract for "as needed" material sampling and testing services for all Benton County locations and departments to Waltek II, Inc. dba Intermountain Materials Testing; and

WHEREAS, Item 6.b. of said Contract states "No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties."; and

WHEREAS, both parties desire to extend the contract for one year, update the contact representative for Benton County and update Exhibit A-Unit Rates for Materials Testing and Sampling Services; and

WHEREAS, Contract Amendment No. 1 has been prepared extending the duration of the contract to December 31, 2016, updating Benton County's contact information and updating Exhibit A; and

WHEREAS, Amendment No. 1 has been reviewed and approved by the department's Deputy Prosecuting Attorney, has been signed by a representative of Waltek II, Inc. dba Intermountain Materials Testing and is recommended for approval by the County Engineer; **NOW, THEREFORE,**

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign Contract Amendment No. 1 to the Personal Services Contract with Waltek II, Inc. dba Intermountain Materials Testing for "as needed" material sampling and testing services for all Benton County locations and departments which extends the duration of the contract to December 31, 2016; updates Benton County's contact information and updates Exhibit A-Unit Rates for Materials Testing and Sampling Services; and

BE IT FURTHER RESOLVED all other terms and conditions of said Personal Services Contract, including the not to exceed amount of $75,000 will remain the same.

Dated this 22nd day of December 2015.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Original: Public Works
c: Auditor

S. Christen

PERSONAL SERVICES CONTRACT
INTERMOUNTAIN MATERIALS TESTING

CONTRACT AMENDMENT NO. 1

On January 14, 2014 Benton County and Waltex II, Inc. dba Intermountain Materials Testing entered into a Personal Services Contract for providing "as needed" material sampling and testing services for all Benton County locations and departments in an amount not to exceed $75,000.

Section 2 of the contract is hereby amended to state in its entirety: "The term of this contract shall begin on December 9, 2013 and shall expire on December 31, 2016. 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."

Section 4b of the contract is hereby amended to change the COUNTY representative as follows:

Matt Rasmussen
620 Market Street
Prosser, WA 99350
Phone: 509-786-5611
Email: publicworks@co.benton.wa.us

Section 5a, Exhibit A is hereby updated with new rates, shown in the attached Exhibit A.

All other terms and conditions of the Personal Services Contract will remain the same.

IN WITNESS WHEREOF, the said Contractor has executed this Amendment, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County.

CONTRACTOR:

Waltex II, Inc., dba Intermountain Materials Testing

by: _____

Title: President

Date: 12-15-15

COUNTY OF BENTON:

by: _____

Chairman, Board of Benton County Commissioners

Date: _____

ATTEST:

_____

Clerk of the Board

APPROVED AS TO FORM:

_____

Deputy Prosecuting Attorney

Date: 12/15/15

Intermountain Materials Testing
PO Box 2801
Pasco, Washington 99302-2801
(509) 545-9217 fax (509) 545-9243

"EXHIBIT A "

Unit Rates for Materials Testing and Sampling Services

To: Benton County, Washington

Project: 2016 Benton County Projects
Benton County, Washington

Proposal No.: 121M5
Proposal Date: 12/15/2015

Item Description	Unit Price
Soils/Aggregate/Compaction Sampling & Testing (1, 2)	
Technician & equipment for travel, sampling & testing, per hr. (3)	59.00
Maximum density/Optimum Moisture, per test	120.00
Sieve Analysis, per test	100.00
Fractured Faces, per test	90.00
Sand Equivalent, per test	90.00
Uncompacted Void Content, per test	75.00
Atterburg Limits, per test	120.00
Asphalt Concrete Sampling & Testing (1, 2)	
Technician & equipment for sampling & testing, per hr. (3)	59.00
Theoretical Maximum ("Rice") Density, per test	80.00
Oil Content, ignition, per test	100.00
Sieve Analysis, per test	100.00
HMA Volumetrics, gyratory, per test	325.00
Compacted Specimen Density, per Test	40.00
Core Drill, per day	50.00
Bit Wear, per inch drilled (4" barrel)	6.00
Concrete Sampling & Testing/Special Inspection (1, 2)	
Technician & equipment for travel, examination & testing of Concrete, Reinforcing Steel, Bolts Installed, Epoxied/Expansion Anchors, per hr.(3) (includes: slump, air, temp., cylinders cast & report)	59.00
Compressive strength test and technical report, per cyl.	20.00
Cylinder Pickup, per hr.	50.00
Structural Masonry Sampling & Testing/Special Inspection (1, 2)	
Technician & equipment for travel, examination & testing of Grout, Reinforcing Steel, Mortar, Block Placement, per hr.(3)	59.00
Compressive strength test and technical report (mortar/grout), per specimen	20.00
Compressive strength test and technical report (grouted prism), per specimen	45.00
Specimen Pickup, per hr.	50.00
Structural Steel Examination/Special Inspection (1, 2)	
Technician & equipment for travel, visual examination of Field Welding, Fireproofing and examination/testing of High-Strength Bolted Connections, per hr.(3)	69.00
NDE testing, if required, per hr., 4 hour minimum	90.00
Other Items (1, 2)	
Overtime surcharge, per hr., hourly rate plus (excess of 8 hr./day, 40 hr./week, weekends, & holidays)	29.50
Project Manager, per hr. (normally 1/2 hour each week)	85.00
Record Keeping for Nuclear Densometer, per day	25.00
Vehicle Mileage, per mile	0.65
On-call sample collection or prep., per hr., 1 hour minimum except on days when we are onsite performing other services	50.00

1 Services will be provided from portal to portal, on an on-call, part-time basis in accordance with the unit prices listed above.
2 Services require 24 hours advance notice.
3 A 3 hour minimum charge applies to field testing services.

Please see "Agreement for Services" and "General Terms and Conditions" for additional terms of service.
Thank you for the opportunity to submit this estimate. Please call if you have any questions or require additional information.

By:

Scott L. Walters
Construction Services Manager

t. Purchase of Two Mower Attachments from Alamo Sales Corporation

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO MOWER ATTACHMENTS FROM ALAMO SALES CORPORATION UTILIZING WASHINGTON STATE CONTRACT NO. 10212 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, Washington State Contract No. 10212 allows for the purchase of mower attachments from Alamo Sales Corporation; and

WHEREAS, two mower attachments currently being used by the Road Department need to be replaced; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of two mower attachments utilizing Washington State Contract No 10212 for $57,801.70 plus Washington State Sales Tax; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved the Purchase Agreement and it has been signed by the vendor; and

WHEREAS, the County Engineer recommends purchasing the Alamo mower attachments from Alamo Sales Corporation; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the County Engineer's recommendation and authorizes the Chairman to sign the Purchase Agreement approving the purchase of two Alamo mower attachments utilizing Washington State Contract No. 10212 from Alamo Sales Corporation in the amount of $57,801.70 plus WSST.

Dated this 22nd day of December, 2015.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

Original: Public Works
cc: Auditor

S. Christen

PURCHASE AGREEMENT
Benton County, Washington

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

Resolution No. _____

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

Vendor: Alamo Sales Corporation
Vendor Code:
Vendor Contact: Kim Koenig
Vendor Contact Phone: 830-372-9594
Vendor Principal Place of Business: Seguin, Texas

Ship To: Benton County Road Department
102808 Wiser Parkway
Kennewick, WA 99338

Attn: Dan Mack

Bill To: Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Attn: Shannon Christen

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following supplies to Benton County under the terms described.

P.O. Date: 12/22/2015
Delivery Date: 120 days or less

Line/Model	Description	Est Qty	Unit Price	Total Price
	State Contract 10212-Lawn and Grounds			-
	Maintenance Equipment-Category Eleven:			-
	Industrial Mowers			-
				-
1	Alamo Machete II 22' boom mower with rotary head	1	$ 59,334.00	
	15% State Contract discount		$ (8,900.10)	$ 50,433.90
1	Alamo 96" shd offset 18.5 right (extreme service	1	$ 8,668.00	
	4 oz knives)			
	15% State Contract discount		$ (1,300.20)	$ 7,367.80
	(Will be attached to Equipment No. 0511)			

Delivering dealer:
Washington Tractor, Inc.
603 Harrison Street
Sumner, WA 98390
Scott Nordeen
253-863-4436

HANDLING =	-
SUB TOTAL =	$ 57,801.70
8.00% SALES TAX =	$ 4,624.14
TOTAL ORDER =	$ 62,425.84

This purchase agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 10212 (copy attached hereto as Exhibit A).

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 10212
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Dan Mack
Title:
Equipment Maintenance Manager
Address:
Same as above
Phone: 509-786-5611
Email: dan.mack@co.benton.wa.us

Approved as to Form (Civil Deputy Prosecutor): _____

Vendor Name (Print): Andy Stoops Title: Location Manager Date: 12-14-15

Vendor Signature: _____

Chairman of Benton County: _____ Date: _____

EXHIBIT A

Washington State Department of Enterprise Services

Contract Summary

Lawn and Grounds Maintenance Equipment

Contract#: 10212 **Replaces:** 08506

This is a catalog discount contract for various manufacturers/suppliers in 29 categories of lawn and ground maintenance equipment. Replaces Contract 08506

The purpose of this contract is to establish a contract for the as-needed purchase of agricultural lawn and grounds equipment, repair parts, and accesories in the following categories:

1. Hand Held Equipment
2. Walk-Behind Equipment
3. Riding Mowers-Up to 30 Horsepower
4. Lawn and Garden Tractors -Up to 30 Horsepower
5. Equipment for Riding Mower, Lawn and Garden Tractors
6. Residential Front Mowers and Equipment
7. Commercial Walk-Behind Mowers and Equipment
8. Commercial Ztrack Mowers and Equipment
9. Commercial Front Mowers and Equipment
10. Commercial Wide Area Mowers
11. Industrial Mowers
12. Compact utility tractors-Up to 48 Horsepower
13. Equipment for Compact Utility Tractors
14. Utility Tractors-Up to 65 Horsepower
15. Equipment for Utility Tractors
16. Utility Vehicles-Up to 65 Horsepower
17. Equipment for Utility Vehicles
18. Tractors, 2x4 and 4x4 70 to 120 Horsepower
19. Agricultural equipment
20. Golf & Turf
21. Commercial Lawn Shredders And Chippers
22. Skid Steer Loaders up to 55 Hp
23. Equipment/Attachments for Skid Steer Loaders
24. Compact Track Loaders up to 70 HP
25. Equipment/Attachment for Compact Track Loaders
26. Mini Excavators up to 70 HP
27. Equipment/Attachments for Mini Excavators
28. All Terrain Carriers up to
29. Trailer Mounted Leaf Vacuum

Current Term Start Date: 04-11-2015 **Award Date:** 04-11-2013 **Est. Annual Worth:** $7,489,740

Current Term Ends On: 04-10-2017 **Final Term Ends On:** 04-10-2019 **Commodity Code(s):** 515-05 ,515-06 ,515-07 ,515-08 ,515-10 ,515-15 ,515-23 ,515-30 ,515-35

Diversity: 0% WBE 0% MBE **# of Bids Received:** 34

Contact Info: Master Contracts & Consulting – Facilities Team at (360) 407-2213 or DESfacilitiGroundRec@des.wa.gov

Who can use this contract?

- Organizations with Master Contract Usage Agreements
- Oregon Coop Members

Current Documents

- Contract & Amendments
- Pricing & Ordering Information

Historical Documents

- Original Solicitation
- Original Solicitation Amendment
- Bid Tab

Resources

- Contract Comments
- Vendor and Contract Performance Feedback
- Green Product Listing
- Best Buy Form

Contractors	OMWBE	Veteran	Small Business
ALAMO GROUP (TX), INC. - w5196		N	N
ARIENS COMPANY - w41663		N	N
BIRCH EQUIPMENT COMPANY, INC. - w2407	W	N	Y
BLUELINE EQUIPMENT CO LLC - w24372		N	N
BRIM TRACTOR COMPANY, INC - w5185		N	N
CNH INDUSTRIAL AMERICA LLC - w8133		N	N
COATES LANDSCAPE SUPPLY - w41755		N	N
COEUR D' ALENE TRACTOR - w36904		N	N
COWLITZ RIVER RIGGING - w37265		N	Y
D & L WASTE EQUIPMENT, INC. - w30667		N	N
DIAMOND MOWERS INC. - w41248		N	N
E-Z-GO/JACOBSEN - W5284		N	N
EXCEL INDUSTRIES, INC. - w518		N	N
EXMARK MFG. CO. INC. - w42156		N	N
FIBER MARKETING INTERNATIONAL, INC. - w15705		N	N
J AND I POWER EQUIPMENT INC. - w545		N	N
JENNINGS EQUIPMENT, INC. - w2350		N	Y
JOHN DEERE COMPANY - w589		N	N
KEITH A. SILLIMAN - w42130		N	Y
MORBARK, INC. - w24279		N	N
MORIDGE MANUFACTURING, INC. - w299		N	N
PACIFIC POWER PRODUCTS - W1949		N	N
SCOTSCO, INC. - w41804		N	N
SMITHCO INC. - w49998		N	N
SUMNER LAWN N SAW - w41942		N	Y
TERRAIN KING - w41729		N	N
TIGER CORPORATION - w5078		N	N
US MOWER - w40288		N	Y
VENTURE PRODUCTS INC - w41341		N	N
VERMEER NORTHWEST SALES AND SERVICE, INC. - w367		N	N
WASHINGTON TRACTOR, INC - w368		N	N

WESTERN EQUIPMENT DISTRIBUTORS INC. - w472		N	N

M=OMWBE Certified Minority Owned W=OMWBE Certified Women Owned MS=Self Identified Minority Owned WS=Self Identified Women Owned

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

Access Washington

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Pricing and Ordering Information

Effective: November 25, 2015

New Catalog dates for John Deere Products

Contract number:	**10212**	**Commodity code:**	2410, 3720, 3750
Contract title:	**LAWN AND GROUNDS MAINTENANCE EQUIPMENT**		
Award date:	April 10, 2013		
Contract term:	Not to exceed six (6) years		
Contract type:	This contract is designated as **mandatory** use.		
SCOPE OF CONTRACT	This contract is awarded to **multiple** contractor(s).		
For use by:	**General use**: All WA State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).		
Contractors:	See attached pages 2 - 40		
Pricing:	10212-Price Matrix 7-4-2015.xlsx		
Freight Charges	Freight Charges will be prepaid by the vendor and added to the invoice as a separate line item. Vendors must supply a copy of the freight charges with the delivery to validate the freight charges to the customer.		

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

Visit our Internet site: *http://www.des.wa.gov/Purchase/index.html*

CONTRACTOR INFORMATION

Contractor: **Alamo Group (TX) Inc.**
1502 East Walnut
Seguin, TX 78155

Contact: Melanie Deleon **Phone**: (830) 372-9594 **Fax**: (830) 379-0864
Email: bids@alamo-group.com

Federal ID: 74-2362509 **Supplier #:** W5196

Contract Worth: $10,000,000/2 year term - estimated aggregate

Ordering Procedures:
1. Melanie Deleon will be the centralized customer contact for the State of Washington. She will be available for all concerns, including but not limited to, ordering, invoicing, credits and product demonstrations.
2. A purchase order from the state should be sent to Alamo to receive the discounted price. The purchase order should have the contract number on it.
3. Invoices will be mailed to the state on the day the equipment ships. Faxed invoices are available by contacting Alamo.

Payment Address: same as above

Credit Card Acceptance: Visa, MasterCard, Discover and American Express

Delivery Time: Refer to Price Sheets Attachment "B" **Payment Terms**: Net 30 days

Trade-ins: not applicable

Authorized Dealers:

Authorized Dealers
Alamo

REPAIR FACILITIES

Washington Tractor – Lynden
830 Evergreen Street
Lynden, WA 98264
360-354-2186

Washington Tractor- Ellensburg
1004 Canyon Road
Ellensburg, WA 98826
509-962-6801

Washington Tractor- Quincy
731 F Street SE
Quincy, WA 98848
509-787-4553

Washington Tractor – Chehalis
127 N. Hamilton Road
Chehalis, WA 98532
360-748-9944

Washington Tractor – Olympia
412 Lily Road SE
Olympia, WA 98501
360-491-2503

Washington Tractor – Poulsbo
20054 Viking Ave. NW
Poulsbo, WA 98370
360-930-0095

Washington Tractor – Sumner
603 Harrison Street
Sumner, WA 98390
253-863-4436

Washington Tractor – Aberdeen
5015 Olympic Highway
Aberdeen, WA 98520
360-533-6393

ANTICIPATED ORDERING AND INVOICING PROCEDURES

Alamo Industrial's business processes supports communications between the dealer and Alamo, the dealer and the customer and the customer and Alamo. Contract administration and general customer order communication will be handled by Kim Koenig at 800-882-5762, extension 1594 or kkoenig@alamo-group.com. Alamo Industrial logs all pertinent information regarding state contracts such as discounts, freight terms and reporting requirements into our reminder system. Each time an order is placed the discount will be calculated and recorded on the order. A confirmation will be emailed after the order is placed for review and acceptance of the order, then when the order is shipped out, an invoice will be emailed. If there are any discrepancies, the product coordinator, Kim Koenig will resolve the issues.

Your Alamo Industrial Territory Sales Manager, Jason Wellar is available for product demonstrations. He can be reached at 830-491-7772 or jwellar@alamo-industrial.com. to schedule the demonstration.

Alamo Industrial's manufacturing facility is under the guidance of Lean Manufacturing principles which supports safety and quality. Our ready plan is established to easily bring on a second and third shift if demand warrants additional production.

Alamo Industrial supports the Non-Conformance Reporting process (NCR) for problem resolutions. The single point of contact enters the data into our tracking system. A tracking number is produced and the information immediately gets dispersed to the appropriate personnel within Engineering, Production, Shipping, Packaging, Sales or Accounting. The expected response for the resolution is within 24 hours. The average resolution time as of this writing is 2 hours, 38 minutes. Your single point of contact follows up with the end user within 3 days of the resolution to ensure all is working well. Further follow ups are scheduled if necessary.

A purchase order from the State should be sent to Alamo to receive the discounted price. The purchase order should have the contract number on it. Invoices will be mailed and emailed to the State on the following day the equipment ships.

Contractor: **Washington Tractor**
603 Harrison Street
Sumner WA 98390

Contact: Dave Ponsness Phone: 253.863.4436

Federal ID: 27-1477463 **Supplier #:** W368

Ordering Procedures: Contact Dave Ponsness at Washington Tractor @ 253.863.4436 email davep@washingtontractor.org

Payment/Invoice Address:
Washington Tractor
603 Harrison Street
Sumner WA 98390

Billing and Accounting Contact: Contact Dave Ponsness at Washington Tractor @ 253.863.4436 email davep@washingtontractor.org

Credit Card Acceptance: Yes

Prompt Payment Discount: NO

Volume Discount: NO

Delivery Time: Refer to Price Sheets Attachment "B" **Payment Terms**: Net 30

CATEGORY ELEVEN: Industrial Mowers

Supplier	Manufacturer	Equipment	Attachments	Accessories	Repair Parts	Repair Manuals	Set-Up Cost	Delivery Days/ ARO	Catalog Date	Awarded Regions
Terrain King Corp.	Terrain King Boom	15.0%	N/A	15.0%	N/A	15.0%	N/A	90	2/9/2015	ALL
Terrain King Corp.	Terrain King Terrain Master	15.0%	N/A	15.0%	N/A	15.0%	N/A	90	2/9/2015	ALL
Terrain King Corp.	Terrain King Flail King	20.0%	N/A	20.0%	N/A	20.0%	N/A	90	2/9/2015	ALL
Blueline	Kubota	20.0%	10.0%	10.0%	10.0%	10.0%	$75.00/hr	30	3/1/2012	North Central/South Central
Blueline	Rhino	10.0%	10.0%	10.0%	10.0%	10.0%	$75.00/hr	30	1/28/2013	NC
Blueline	Perfect	17.0%	15.0%	15.0%	10.0%	10.0%	$75.00/hr	30	1/1/2013	North Central/South Central
Coats Landscape Supply	Walker	10.0%	10.0%	10.0%	10.0%	10.0%	$0.00	10	1/1/2013	ALL
Hustler Turf Equipment	Hustler Turf	22%	22.0%	22.0%	N/A	N/A	N/A	30	1/3/2013	ALL
Brim Tractor	Us Ditcher	5%	5.0%	5.0%	N/A	N/A	$3,000	90	1/1/2009	ALL
Brim Tractor	Vrisimo	10%	10%	10%	N/A	N/A	N/A	45	8/1/2011	ALL
Brim Tractor	Woods	20%	20%	20%	N/A	N/A	N/A	30	2/3/2014	ALL
Brim Tractor	Rockhound	10%	10%	10%	N/A	N/A	N/A	45	9/1/2011	ALL
Tiger Corp.	Tiger Corp.	13.0%	13.0%	13.0%	13.0%	13.0%	$750.00	45-150	3/1/2015	ALL
Tiger Corp.	Tiger Corp/John Deere Turn key package	13.0%	13.0%	13.0%	13.0%	13.0%	$750.00	45-150	3/1/2015	ALL
Tiger Corp.	Tiger Corp/New Holland Turn key package	13.0%	13.0%	13.0%	13.0%	13.0%	$750.00	45-150	3/1/2015	ALL
Moridge Manufacturing	Grasshopper 200/300/400/700/900 Series	25.0%	10.0%	10.0%	0.0%	0.0%	$150.00	30	9/1/2012	ALL
Alamo Industrial	Alamo Hydro Line	15.0%	N/A	15.0%	N/A	15.0%	N/A	30-180	2/1/2015	ALL
Alamo Industrial	Alamo Universal Line	20.0%	N/A	20.0%	N/A	20.0%	N/A	30-180	2/1/2015	ALL
Alamo Industrial	Alamo Traxx RF	5.0%	N/A	5.0%	N/A	5.0%	N/A	30-180	2/1/2015	ALL
Diamond Mowers	Diamond Mowers	20.0%	20.0%	20.0%	20.0%	20.0%			11/1/2013	ALL
Diamond Mowers	Diamond Mower/New Holland Tractor Package	5-9%							11/1/2013	ALL
J&I	Kubota F Series	20.0%	15.0%	10.0%	10%	N/A	79/hr	30-60	2013	NW,OLY,SW
Jennings Equipment	Landpride	21.0%	19.0%	10.0%	10%	10%	$0.00	30	2014	ALL
Adams Tractor	Kubota F Series	20.0%	15.0%	15.0%	10%	0%	$75.00	30	3/19/2012	Eastern
US Mower	US Mower - Tractor Mounted mowers	18.0%	18.0%	18.0%	15%	2 free per unit	0 if shipped direct	60-120	1/1/2013	ALL
US Mower	US Mower - Turnkey Tractor and Boom mower package	23.0%	23.0%	23.0%	15%	2 free per unit	$500.00 to $1,500.00 for turn key packages	60-180	1/1/2013	ALL
US Mower	US Mower Wheel loader Boom Mower	18.0%	18.0%	18.0%	15%	2 free per unit	0 if shipped direct	60-120	1/1/2013	ALL
US Mower	US Mower Attachments for Agriculture, Construction & Forestry	15.0%	15.0%	15.0%	15%	2 free per unit	0 if shipped direct	60-120	1/1/2013	ALL
Western Equipment	DewEze Motel ATM 72L & Model ATM 162	10.0%	10.0%	0.0%	0%	0	$0.00	30	9/1/2012	ALL

CATEGORY TWELVE: Compact Utility Tractors -Up to 65 PTO Horsepower

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

INVITATION FOR BID

Lawn and Grounds Maintenance Equipment

Solicitation/Contract Number	Pre-bid Conference Date & Time	Bid Opening Date and Time
10212	**January 9, 2013@ 10:00 AM**	**January 23, 2012 at 2:00 PM**

Steve Jenkins
Contracts Specialist
Phone (360) 407-9415
Fax (360) 586-2426
E-mail:steve.jenkins@des.wa.gov

BIDS MUST BE RECEIVED & STAMPED ON OR BEFORE THE DUE DATE AND TIME AT THIS LOCATION:

1500 Jefferson Street SE
Olympia, WA 98504

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PART ONE – SOLICITATION INFORMATION

1. ANNOUNCEMENT AND SPECIAL INFORMATION

1.1. INTRODUCTION

This document contains Part One - Solicitation Information, Part Two - Contract Information, and Appendices.

Bidders are required to read, understand and accept all information contained within this entire document. By responding to this Solicitation the Bidder agrees to read, understand, and accept all parts of the document.

This document will form the Contractual agreement between the Purchasing Activity and the awarded Contractor when countersigned by the State of Washington.

1.2. ECONOMIC AND ENVIRONMENTAL GOALS

In support of the State's economic and environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this solicitation:

- Support for a diverse supplier pool, including small, Minority and Women-Owned Business Enterprises (MWBE), Voluntary numerical WBE goals 3% MBE 3% have been established for this solicitation. Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the Office of Minority and Women's Business Enterprise to obtain information on certified firms or to become certified.
- Use of environmentally preferable goods and services to include post consumer waste and recycled content
- Products made or grown in Washington

2. SUMMARY OF OPPORTUNITY

2.1. PURPOSE

The purpose of this Solicitation is to establish a replacement Contract for the as needed purchase of Lawn and Grounds Maintenance Equipment.

The State of Washington is interested in developing a "catalog discount" contract to obtain a full line of various manufacturers' products in the categories listed below. Awards will be made on a statewide or regional basis. Manufacturers are encouraged to bid direct. These manufacturers include, but are not limited to, the list provided in Appendix C.

Categories of Equipment

1. **Hand Held Equipment**
2. **Walk-Behind Equipment**
3. **Riding Mowers-Up to 30 PTO Horsepower**
4. **Lawn and Garden Tractors -Up to 30 PTO Horsepower**
5. **Equipment for Riding Mower, Lawn and Garden Tractors**
6. **Residential Front Mowers and Equipment**
7. **Commercial Walk-Behind Mowers and Equipment**
8. **Commercial Ztrack Mowers and Equipment**
9. **Commercial Front Mowers and Equipment**
10. **Commercial Wide Area Mowers**
11. **Industrial Mowers**
12. **Compact utility tractors-Up to 65 PTO Horsepower**
13. **Equipment for Compact Utility Tractors**
14. **Utility Tractors-Up to 65 PTO Horsepower**
15. **Equipment for Utility Tractors**
16. **Utility Vehicles-Up to 65 PTO Horsepower**
17. **Equipment for Utility Vehicles**
18. **Agricultural Tractors, 2x4 and 4x4 70 to 120 PTO Horsepower**
19. **Agricultural equipment (Less Tractor)**
20. **Golf & Turf**
21. **Commercial Lawn Shredders And Chippers**
22. **Skid Steer Loaders up to 55 HP**
23. **Compact Track Loaders up to 70 HP**
24. **Mini Excavators up to 60 HP**
25. **All Terrain Carriers up to 50 HP**

2.2. PURCHASERS

General Use

The resulting Contract is for use by all members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations.

State of Oregon Use

This Contract will also be available for use by Oregon Cooperative Purchasing Program (ORCPP). Additionally, it will be available to the Department of Administrative Services Cooperative Purchasing Program (DASCPP) upon prior written approval by Washington State Department of Enterprise Services (DES) and Oregon Department of Administrative Services (DAS).

While use of the Contract by Political Subdivisions and Non-Profit Corporations that are members of the WSPC and ORCPP members is optional, DES encourages them to use state Contracts. Their use of the Contracts may significantly increase the purchase volume. Their orders are subject to the same Contract terms, conditions and pricing as state agencies. DES accepts no responsibility for orders or payment by WSPC, DASCPP or ORCPP members.

A list of WSPC members is available at
https://fortress.wa.gov/ga/apps/coop/Default.aspx

A list of current authorized ORCPP members is available at:

http://oregon.gov/DAS/EGS/PS/docs/orcpp/orcpp-member-list.pdf.

2.3. CONTRACT TERM

The initial term of this Contract is two (2) years from the effective date of the contract with the option to extend for additional term(s) or portions thereof. Extensions for each additional term(s) or portion thereof shall be exercised at the sole discretion of the Purchasing Activity upon written notice to the Contractor. The total Contract term, including the initial term and all subsequent extensions, shall not exceed six (6) years unless an emergency exists and/or special circumstances require a partial term extension. The State reserves the right to extend with all or some of the Contractors, solely determined by the State.

2.4. ESTIMATED USAGE

Based on past and/or projected usage, it is estimated that purchases over the initial term of the Contract will approximate $15,000,000. This estimate is provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed on an as needed basis.

The State of Washington does not represent or guarantee any minimum purchase.

2.5. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

2.6. NO BEST AND FINAL OFFER

The Purchasing Activity reserves the right to make an award without further discussion of the Response submitted; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

3. SOLICITATION OVERVIEW

3.1. ACQUISITION AUTHORITY

DES or Purchasing Activity issues this Solicitation acting under the authority of its enabling legislation Revised Code of Washington (RCW) 39.26 which establishes DES and regulates the manner in which state agencies may acquire goods and purchased services.

3.2. SOLICITATION AMENDMENTS

Prior to submittal due date and time, the Purchasing Activity reserves the right to change portions of this Solicitation. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of

this Solicitation document. All changes must be authorized and issued in writing by the Purchasing Activity. If there is any conflict between amendments, or between an Amendment and the Solicitation, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original Solicitation directly via WEBS system will receive notification of Amendments and other correspondence pertinent to the procurement.

3.3. CONTRACT FORMATION

A Response submitted to this Solicitation is an offer to Contract with the Purchasing Activity. A Response becomes a Contract only when legally awarded and accepted in writing by the Purchasing Activity.

3.4. INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's response will be incorporated into the resulting Contract.

3.5. RIGHT TO CANCEL

The Purchasing Activity reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

3.6. NON-ENDORSEMENT AND PUBLICITY

In selecting a Bidder to supply goods and purchased services specified herein to the state of Washington Purchasers, neither the Purchasing Activity nor the Purchasers are endorsing the Bidder's goods and purchased services, nor suggesting that they are the best or only solution to their needs.

4. TIMELINE

4.1. PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The Purchasing Activity reserves the right to change the schedule. Notification of Amendments to the procurement schedule prior to Bid opening, will be sent electronically to all properly registered users of the Department of Enterprise Service's Washington Electronic Business Solution (WEBS) www.ga.wa.gov/webs who downloaded this Solicitation from WEBS.

Changes to the Procurement Schedule after Bid Opening may be communicated to all Bidders reflecting the change.

4.2. PROJECTED SCHEDULE OF EVENTS

Date	Time	Event
December, 26 2012		Issue Solicitation document (Available for download from www.ga.wa.gov/webs)
January 9, 2013	10:00am	Bidder Pre-Bid Conference
		Amendment issued, if applicable (Bidders should begin checking the website for any amendments)
January 23, 2013	2:00pm	Bids Due

January 24, 2013		Evaluation begins
February 15, 2013		Anticipated award date

NOTE: Response information, including price sheets, will not be available for public disclosure until after award of the Contract consistent with RCW 39.26.30. After award, information regarding results of the Solicitation may be obtained by contacting the Contracts Specialist.

4.3. PRE-BID CONFERENCE

An optional pre-bid conference to address Solicitation requirements will be held at the time and location indicated below. While attendance is not mandatory, Vendors are encouraged to attend and actively participate. If interpretations, specifications, or other changes to the Solicitation are required as a result of the conference, the Contracts Specialist will issue an amendment that will be posted on WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Purchasing Activity. Contact the identified Contracts Specialist on the face page of this solicitation.

Pre Bid Date:	January 9, 2013
Pre Bid Time:	10:00 am to Noon
Pre Bid Location:	Department of Enterprise Services Building 1500 Jefferson Street SE Room 2330 Olympia, WA 98501

For a site map to the Capitol Campus, click http://www.ga.wa.gov/images/Campus-Map.pdf.

Driving directions and parking information http://www.ga.wa.gov/Visitor/direction-park.htm.

5. PREPARATION OF RESPONSE

5.1. SUBMISSION OF RESPONSE:

Original, signed (in ink), sealed Response must be received at the specified location on or before the specified date and time. Time of receipt will be determined by the official time stamp located at the Purchasing Activity. If a Response is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the Bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Response receipt is preserved.

A. FORMAT:

One hard copy shall be submitted. Responses must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Unsigned Responses will be rejected on opening unless satisfactory

evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Response, such as a signed cover letter. Incomplete or illegible Responses may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, Bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting Responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

B. IDENTIFICATION AND DELIVERY:

To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Responses are to be clearly identified on the outside of the package with the following information to the Purchasing Activity at the address below:

Bidder's Address		Department of Enterprise Services Office of State Procurement 1500 Jefferson Street SE Olympia, WA 98501
Solicitation #10212		ATTN: Scott Edwards (Bid Clerk)
Bid Opening Date January 23, 2013 @ 2:00 PM		

5.2. RESPONSE OPENING PROTOCOL

After the Response due date and time, the designated Bid Clerk shall open and process sealed Response(s) protecting the confidentiality of the contents. The names of the Bidders shall be recorded and made available upon request. Not until the Contract has been awarded shall the contents become available for public view.

5.3. CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, electronic notification may be sent to all Bidders. After award, information regarding results of the Solicitation may be obtained by accessing www.des.wa.gov or by contacting the Contracts Specialist. Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

5.4. PRICE SHEET

In **Appendix D, Price Sheet,** Bidders shall indicate a manufacturer and specify a percentage discount off their manufacturer's posted price list as required, indicate which region(s) the bidder services and offer any set-up, testing and preparation for use costs for each category bid.

For each category offered, attach catalog(s)/dated price sheet(s), clearly annotated with the applicable category number.

Bidders offering more than three (3) manufactures per category may make copies of the price sheets and submit them with the bid.

5.5. BID PRICING

Discounts off list price must include all cost components needed for the delivery of the goods and/or services as described in this Solicitation document. All costs associated with the goods and/or services specified must be incorporated into the discount off list price that is offered in the Response to this Solicitation.

Failure to identify all costs in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

The State makes no volume commitment in this Solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this Solicitation.

5.6. MISCELLANEOUS EXPENSES

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Bidder.

6. EVALUATION AND AWARD

6.1 AWARD CRITERIA

This contract will be awarded by manufacturer for each category and by region (if applicable) for the purchase of Lawn and Grounds Maintenance Equipment and related products. To facilitate timely contract award, this contract may be awarded in stages by section, manufacturer or as is determined to be in the State's best interest.

Contract award(s) shall be made to the bidder(s) offering the highest discount off list price per manufacturer, per category and region if applicable, based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 39.26.160.

Subject to the provisions of RCW 39.26.160, Chapter 200-300 WAC and other procurement laws, the DES reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof;(3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

The resulting award(s) will be for all product categories identified in **2.1 Purpose, of the IFB , Appendix C Supplemental Information and Appendix D, Price Sheet.**

6.2 Submittal and Evaluation Process

Evaluation of the bid responses will be as follows:

Category	Evaluation Method
Responsiveness	**Pass/Fail**
Responsibility ***Experience/Capability of Bidder***	**Pass/Fail**
Cost Factors ***Price Sheet***	**Highest discount off list for each brand and category and region if applicable**

Pass/Fail Submittals Evaluation Process

The Procurement Coordinator or other suitable individual will perform the pass/fail Submittal evaluation. If a Pass/Fail Submittal is determined to be a Fail, the Bid is disqualified

The failure by the Bidder to provide required Submittal(s) may cause the Bid to be rejected as non-responsive or non-responsible. Failure to meet the material requirements of the Submittal (substance, spirit, intent, material aspects, etc.) may cause your Bid to be rejected for lack of responsibility. It is important that you submit all Submittals in the form requested and complete the Submittals as instructed by the Solicitation or Amendment.

Responsiveness Evaluation (Pass/Fail)

Bids will be initially reviewed for responsiveness. This includes but is not limited to; 1) did the bid response arrive before the deadline (sometimes called the Bid Opening), in a sealed container or envelope, 2) with all submittals needed for evaluation substantively completed, and 3) signed with an original signature on the Bidders Authorized Offer page and Contract Signature page which is the Bidder's acknowledgement of firm offer and obligation of contract if awarded the contract.

COMPLETE AND RETURN THE FOLLOWING:

a. Signatures (Bidder's Authorized Offer & Contract Signatures): The purchasing activity treats bid responses as firm offer commitments for the purchasing activity's review and evaluation that will result in an award if accepted and awarded by the purchasing activity in full or part.

   State law and this Solicitation require the bid response to have an original signature(s) (preferably in blue ink) that demonstrates the Bidder's firm offer commitment and acknowledgement and acceptance of the resulting contract's terms and conditions as written by the state.

Bidders failing to sign their bid response as indicated below may be disqualified from receiving an award.

The Bidder needs to sign the bid response as indicted below.

- Solicitation Amendments (If applicable)
- Sign the Bidder's Authorized Offer and Contract Signature Page located on or about page 17 of the IFB.

b. **Price Sheet (*Appendix D Price Worksheet*):** Bidders must indicate the manufacturers and offer a discount off list price in the appropriate cells on the Price Sheet for each category bid. Bidders may submit pricing for multiple manufacturers and multiple categories.

c. **Bidder Profile (*Appendix E Bidder Profile*):** The Profile aids the state in its responsibility analysis and contains other information important in the evaluation, such as Prompt Payment Discounts.

Responsibility Evaluation (Pass/Fail)

In addition to the above referenced submittal and pursuant to RCW 39.26.160 (2), in determining Bidder responsibility, the following elements shall be given consideration:

a) The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;

b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

c) Whether the Bidder can perform the contract within the time specified;

d) The quality of performance of previous contracts or services;

e) The previous and existing compliance by the Bidder with laws relating to the contract or services;

f) Such other information as may be secured having a bearing on the decision to award the contract:

During Response evaluation, the purchasing activity reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, review of invoices, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's facilities. Failure to respond to said request(s) may result in the Response being rejected as non-responsive.

Cost Evaluation:

Only Responses that have been determined to be both Responsive and Responsible will have costs evaluated.

Costs will be evaluated as follows:

The bidder who offers the highest fixed percentage discount off list price for each manufacturer in each category and region (if applicable) will be awarded.

6.3 AWARD

Award(s) will be made to the bidder(s) that meets all bid requirements and offers the highest discount off list price for each manufacturer's product line within a given category and region (if applicable).

For each category, we anticipate making award(s) for each brand/manufacturer to the bidder offering the highest discount off list price.

6.4 SELECTION OF APPARENTLY SUCCESSFUL BIDDER

The Bidder whose bid is the most advantageous to the State for each manufacture for each category and region (if applicable), will be declared the Apparent Successful Bidder. The Purchasing Activity may enter into Contract negotiations with the Apparent Successful Bidder.

Should Contract negotiations fail to be completed within 30 days after initiation, the Purchasing Activity may immediately cease Contract negotiations and declare the second lowest Bidder the new Successful Bidder and enter into Contract negotiations with that Bidder. This process may continue until a contract is signed or no qualified Bidders remain.

6.4. NOTIFICATION OF APPARENT SUCCESSFUL BIDDER

All Bidders responding to this Solicitation will be notified when the Purchasing Activity has determined the Apparent Successful Bidder.

The date of announcement of the Apparent Successful Bidder will be the date of the notification from the Purchasing Activity.

The Purchasing Activity may enter into Contract negotiations with the Apparent Successful Bidder to determine if the Response can be improved.

PART TWO – CONTRACT INFORMATION

1. PARTIES

This Contract ("Contract") is entered into by and between the State of Washington, acting by and through the Purchasing Activity and the Awarded Contractor(s), an entity licensed as necessary to perform the Contract and to conduct business in the State of Washington ("Contractor"), with the parties more fully described in the Authorized Offer and Contract Signature Page below, for the purpose of providing Lawn and Grounds Maintenance Equipment.

2. ENTIRE AGREEMENT

This Solicitation/Contract document, Parts One and Two, all Appendices and attachments, all subsequently issued amendments, and any incorporated documents comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

3. INCORPORATED DOCUMENTS

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

a. The awarded portion(s) of Contractor's Response to the Solicitation/Contract Number 10212
b. All Appendices
c. Bid Amendments (if applicable)

4. ORDER OF PRECEDENCE, CONFLICT AND CONFORMITY

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable Federal and State of Washington statutes and regulations
b. Mutually agreed written amendments to this Contract
c. This Contract, Number 10212 including all documents incorporated in Part Two, Section 3 above

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

5. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party. It must be properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the Authorized Offer and Contract

Signature Page below. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

6. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

7. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

8. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

APPENDICES PAGE

Bidders are required to read and understand the embedded Appendices below. Appendices listed in the Checklist below need to be completed and returned with the Bidders Response.

NOTE: These documents are not automatically printed out.

APPENDIX A Instructions to Bidders, Definitions, Standard Terms & Conditions, and Protest Procedures Appendix A	**APPENDIX B** Special Terms and Conditions Appendix B Special Terms and Conditions	**APPENDIX C** Specifications Appendix C supplemental informa
APPENDIX D Price Sheet Appendix D Price Worksheet.doc	**APPENDIX E** Bidder Profile Appendix E - Bidder Profile	

BIDDER CHECKLIST

This checklist identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

Appendix C: Specifications & Technical Requirements	☐
Appendix D: Price Sheets	☐
Appendix E: Bidder Profile	☐
Authorized Offer and Contract Signature Page	☐
Descriptive Literature	☐
Dealer Authorization	☐
Warranty Information	☐
Proposed ordering and invoicing procedures	☐

CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of submitting this Response, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.

1. We have read, understand, and agree to abide by all information contained in Part One-Solicitation Information, Part Two-Contract Information, all Appendices, and incorporated documents.
2. The prices in this Response have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a Response.
3. The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the Solicitation, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of a protest, our Response will remain valid for 120 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the Solicitation document.
6. We understand that any Contract awarded, as a result of this Response will incorporate all the Solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Parts One and Two, all Appendices, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in Parts One and Two, all Appendices, and incorporated documents of this Solicitation.
7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this Solicitation.
8. We are not submitting proposed Contract exceptions.

Authorized Offer and Contract Signature Page

In submitting this Response, the authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation including Certifications and Assurances. The authorized signatory also agrees to fulfill the offer made in this Response and any subsequently awarded Contract.

The signatory below represents that he/she has the authority to bind the entity named below to the Response submitted and any Contract awarded as a result of this Solicitation.

Bidder/Contractor Signature/Contact Information:

Company Name:	
Signature:	Date:
Name (print):	
Title:	
Company Mailing Address:	
Entity Type: (*LLC, LP, etc.*):	
Phone/Fax:	
Email:	

++

CONTRACT AWARD AND SIGNATURE

(For State of Washington Use Only)

A Contract is hereby awarded between Purchasing Activity and the above entity

This Contract is effective this _____day of _____, 2012.

Executed Contract Pages.pdf

10212 Lawn and Grounds Maintenance Equipment

Purchasing Activity Authorized Signatures/Contact Information:

Agency Name: Department of Enterprise Services, Office of State Procurement	
Contracts Specialist Signature:	Date:
Name (print): Steve Jenkins	
Address: 1500 Jefferson Street SE, Olympia WA 98504	
Phone/Fax: 360-407.9415	
Email: Steve.jenkins@des.wa.gov	
Manager Signature:	Date:
Name (print): Michael Maverick, MCC Team 3 Unit Manager	

Authorized Offer and Contract Signature Page

In submitting this Response, the authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation including Certifications and Assurances. The authorized signatory also agrees to fulfill the offer made in this Response and any subsequently awarded Contract.

The signatory below represents that he/she has the authority to bind the entity named below to the Response submitted and any Contract awarded as a result of this Solicitation.

Bidder/Contractor Signature/Contact Information:

Company Name: WASHINGTON TRACTOR INC	
Signature: [signature]	Date: 2.5.13
Name (print): ANDREW STEELS	
Title: LOCATION MANAGER	
Company Mailing Address: 605 HARRISON ST, SUMNER, WA, 98390	
Entity Type: (*LLC, LP, etc.*): C-CORPORATION	
Phone/Fax: 253.863.4436	253.248.2314
Email: andys@washingtontractor.org	

++

CONTRACT AWARD AND SIGNATURE
(For State of Washington Use Only)

A Contract is hereby awarded between Purchasing Activity and the above entity

This Contract is effective this 11th **day of** April, ~~2012.~~ 2013

This is a partial award for category(ies):

SEE Award Letter Dated 4-11-13, Incorporated By Reference as part of the contract

10212 Lawn and Grounds Maintenance Equipment

Purchasing Activity Authorized Signatures/Contact Information:

Agency Name: Department of Enterprise Services, Office of State Procurement	
Contracts Specialist Signature: [signature]	Date: 4-11-13
Name (print): Steve Jenkins	
Address: 1500 Jefferson Street SE, Olympia WA 98504	
Phone/Fax: 360-407.9415	
Email: Steve.jenkins@des.wa.gov	
Manager Signature: [signature]	Date: 4/11/13
Name (print): Michael Maverick, MCC Team 3 Unit Manager	

State of Washington
Department of Enterprise Services
1500 Jefferson Street SE
Olympia, Washington 98504

APPENDIX A
STANDARD TERMS AND CONDITIONS

10212 –Lawn and Grounds Maintenance Equipment

For Purchases of Materials, Supplies, Services, and Equipment

Under the Authority of

Chapter 39.26 RCW

Section One	**Instructions to Bidders**
Section Two	**Standard Definitions**
Section Three	**Standard Terms and Conditions**
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SECTION ONE
INSTRUCTIONS TO BIDDERS

This section contains instructions for Bidders regarding the preparation and submission of a Bid/Proposal.

1.1 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

a. Properly registering with the Department of Enterprise Services WEBS at http://www.ga.wa.gov/webs, and maintaining an accurate Vendor profile in WEBS.
b. Downloading the Solicitation consisting of the Solicitation, all Appendices, and incorporated documents related to the Solicitation for which you are interested in Bidding.
c. Downloading all current and subsequent Amendments to the Solicitation to ensure receipt of all Solicitation documents.

Notification of amendments to the Solicitation will only be provided to those vendors who have registered with WEBS and have downloaded the Solicitation from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Response. Bidders and potential Bidders accept full responsibility and liability for failing to receive any Amendments resulting from their failure to register with WEBS and download the Solicitation from WEBS.

1.2 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in Response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders are encouraged to contact Office of Minority and Woman Owned Business Enterprise (OMWBE) to obtain information on becoming a certified firm as set forth in Washington Administrative Code (WAC) Chapters 326-02 and 326-20; or to obtain information on other certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participation from non-MWBE firms as well as MWBE firms. Prior to performance, Awarded Bidder who is a MWBE or intends to use MWBE Subcontractors is encouraged to identify the participating firm(s) to OSP.

1.3 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an Authorized Representative in the Bidder Profile Appendix who will be the principal point of contact for the Purchasing Activity for the duration of this Solicitation process.

1.4 AUTHORIZED COMMUNICATION

Upon release of this Solicitation, all Bidder communications concerning this Solicitation must be directed to the Contracts Specialist. Unauthorized contact regarding this Solicitation with other state employees involved with the Solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the Purchasing Activity. Bidders should rely only on written statements issued by the Contracts Specialist.

1.5 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders are responsible for communicating to the Contracts Specialist any issues, exceptions, additions, or omissions concerning the Solicitation as soon as possible. Any explanation of the issue must be submitted in writing to the Contracts Specialist by the deadline for Bidder Questions, Comments and Complaints consistent with the Procurement Schedule. Any issues, exceptions, additions, or omissions submitted after the deadline may or may not be considered by the Purchasing Activity. Additionally, failure to notify the Purchasing Activity by the deadline may be considered by the Purchasing Activity to be a waiver of the issue by the Bidder for protest purposes. If Bidder submissions result in changes to the Solicitation, written amendments will be issued and posted on WEBS.

1.6 BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this Solicitation. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The Purchasing Activity reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this Solicitation and to waive informalities in a Response. Informality is an immaterial variation from the exact requirements of the competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.

1.7 WARRANTIY (IES)

Bidder will submit a copy of warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the warranty. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

1.8 PRESENTATION OF ALL COST COMPONENTS

All elements of recurring and non-recurring costs must be identified and included in the Response. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including

cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services specified herein.

1.9 PRICING

No additional charges unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Purchasing Activity's sole discretion, additional charges may be allowed

1.10 ALTERNATE OR EQUAL PRODUCTS

Bidders may not bid an Alternate Product from those specified in the Solicitation except as set out in this section. An "Alternate" for purposes of this Solicitation is "a substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation". Bidder's may suggest Alternates by providing a detailed description, supporting documentation, and any associated exceptions to the specifications to the Purchasing Activity in writing at least five business days prior to the bid opening date. The Purchasing Activity will review the Bidder's proposed Alternate, including any specification exceptions and supporting documentation in determining whether or not the proposed Alternative will be acceptable in meeting the State's needs. The decision as to whether or not the proposed Alternative will be acceptable will be at the sole discretion of the Purchasing Activity. If the proposed Alternative is determined to be acceptable then it will be communicated to all potential Bidders via an Amendment. Otherwise, any Bid that does not conform to the minimum mandatory specifications may be deemed non-responsive.

Bidders may bid an Equal Product without going through this process. An "Equal" for purposes of this Solicitation is "an offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance, and use of the specifications identified in a Solicitation"

1.11 PROPRIETARY OR CONFIDENTIAL INFORMATION

All Responses submitted become the property of the State of Washington and public records, after the Contract has been executed.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted or honored. The Purchasing Activity will not honor designations by the Bidder where pricing is marked proprietary or confidential.

1.12 IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW 39.26.271 and WAC 200-300-075, the Department of Enterprise Services has established a schedule of percentage increases to be added to Response from Bidders in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at http://www.ga.wa.gov/pca/recip.htm and apply only to Response received from those states listed.

The appropriate percentage will be added to each Response bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders.

This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Response is accepted and awarded a Contract.

1.13 WITHDRAWAL OR MODIFICATION OF RESPONSE

Bidders are liable for all errors or omissions contained in their Responses.

a. **After Response submittal but prior to Response opening**: The Bidder may modify or withdraw his/her Response at any time prior to the due date and time set for Response opening by providing a written request to the Contracts Specialist from an authorized representative of the Bidder (WAC 200-300-105).

b. **After Response opening**: No Response shall be altered or amended. The Contracts Specialist may allow a Response to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder, who claims error and fails to enter into a contract with the State of Washington, may not participate in Bidding on the same commodity or service if the Solicitation is subsequently reissued by the Purchasing Activity (WAC 200-300-110).

The Purchasing Activity reserves the right to contact Bidder for clarification of Response contents.

SECTION TWO
STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Office of State Procurement. Additional definitions may also be found in Chapter 39.26 RCW and WAC 236-48-003, and all terms contained herein will be read consistently with those definitions.

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation A method of award resulting from a competitive Solicitation by which the Purchasing Activity will award the resulting Contract to a single Bidder. Also, a designation the Bidder may use in its Response to indicate its offer is contingent upon full award and it will not accept a partial award.

Alternate	A substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the Purchasing Activity, at its sole discretion.
Apparent Successful Bidder(s)	The Bidder identified by the Purchasing Activity, after evaluation of Responses, who is recommended for Award.
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation, Response and Contract documents.
Award	The official act of the Purchasing Activity of accepting the offer to enter into a Contract as contained in the Bidder(s) Response.
Bid	A sealed written offer to perform a Contract to provide materials, supplies, services, and/or equipment in reply to an Invitation For Bid (IFB).
Bidder	A Vendor who submits a Response in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the Purchasing Activity develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Contracts Specialist	The individual authorized by the Purchasing Activity who is responsible for conducting a specific Solicitation and/or administration of resulting Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.

Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the Solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Intent to Award	Notice of the recommendation for Award for a specific Solicitation.
Invitation For Bid (IFB)	The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the Purchasing Activity. Specifications and qualifications are clearly defined.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Life Cycle Cost	The total cost of an item to the state over its Estimated Useful Life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
Master Contracts and Consulting	The Purchasing Activity within the Washington Department of Enterprise Services, Services Division authorized under Chapter 39.26 RCW to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).

Purchasing Activity	State of Washington acting by and through the Department of Enterprise Services, Master Contracts and Consulting or another Agency authorized by the state statute to conduct acquisition of goods and services or delegated that authority by Master Contracts and Consulting.
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Quote	An informal written or oral offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Quote (RFQ).
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Solicitation procedure and any amendments thereto issued in writing by the Purchasing Activity. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Request For Quote (RFQ)	A written or oral request by the Purchasing Activity to solicit Quotes in the informal Solicitation procedure.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Response that meets all material terms of the Solicitation document.
Response	A Bid or Proposal.
Solicitation	The process of notifying prospective Bidders that the Purchasing

	Activity desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the Purchasing Activity.
State Contract	The written document memorializing the agreement between the successful Bidder and the Purchasing Activity for materials, supplies, services, and/or equipment and/or administered by Master Contracts and Consulting on behalf of the State of Washington. "State Contract" does not include the following: • Colleges and universities that choose to purchase under RCW 28B.10.029 • Purchases made pursuant to authority granted or delegated under RCW 39.26.90 (5) • Purchases authorized as an emergency purchase under RCW 39.26.130; or • Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the Purchasing Activity.
Vendor	A provider of materials, supplies, services, and/or equipment.
Washington's Electronic Business Solution (WEBS)	The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs.

SECTION THREE
STANDARD TERMS AND CONDITIONS

3.1 CONTRACT MODIFICATIONS

The Purchasing Activity reserves the right to modify this Contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between the Purchasing Activity and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Purchasing Activity.

3.2 CONTRACT ADMINISTRATION

a. Contracts Specialist

The Purchasing Activity shall appoint a single point of contact that will be the Contracts Specialist for this Contract and will provide oversight of the activities conducted hereunder. The Contracts Specialist will be the principal contact for Contractor concerning business activities under this Contract. The Purchasing Activity will notify Contractor, in writing, when there is a new Contracts Specialist assigned to this Contract.

b. Administration of contract

Purchasing Activity may maintain Contract information and pricing and make it available on the Purchasing Activity's web site. The Contract prices are the maximum price Contractor can charge. The Contractor may also offer volume discounts to Purchasers.

A Contractor may propose a revision to its offerings to reflect changed Products appropriate to the scope of the Contract, and may propose such new Products with associated prices to the Contracts Specialist for approval. Purchasing Activity has the sole discretion in approval of addition of revised offerings and pricing. New or changed Products proposed by Contractor must meet the requirements established in this Solicitation document or subsequent revisions. If approved by Purchasing Activity, the new Products will be added to the Contract by written amendment.

For the term of the Contract, pricing for all Products will be no greater than the prices quoted in the Bidder's Response. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Products under similar terms and conditions, through reduction in Manufacturer's or Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

3.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

a. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;

b. Identify the Contractor's Representative, who will be the principal point of contact for the Purchasing Activity concerning Contractor's performance under this Contract.
c. Immediately notify the Contracts Specialist in writing of any change of the designated Contractor's Representative assigned to this Contract; and
d. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.
e. Be bound by all written communications given to or received from the Contractor's Representative.

3.4 POST AWARD CONFERENCE

The contractor may be required to attend a post award conference scheduled by the Contracts Specialist to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

3.5 CONTRACT MANAGEMENT

Upon award of this contract, the contractor shall:

a. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
b. Promote and market the use of this contract to all authorized contract Purchasers.
c. Ensure that those who endeavor to utilize this contract are authorized Purchasers under this Contract.
d. At no additional charge, assist Purchasers in the following manner to make the most cost effective, value based, purchases including, but not limited to:
   - Visiting the purchaser site and providing purchaser with materials/supplies/ equipment recommendations.
   - Providing purchasers with a detailed list of contract items including current contract pricing and part numbers.

The contractor shall designate a customer service representative who will be responsible for addressing Purchaser issues including, but not limited to:

a. Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
b. Providing Purchasers with regular and timely status updates in the event of an order or repair fulfillment delay.

Acting as the lead and liaison between the manufacturer and Purchaser in resolving warranty claims for contract items purchased.

3.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Purchasing Activity. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

3.7 STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments. To obtain registration materials go to http://www.ofm.wa.gov/accounting/vendors.asp the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

3.8 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx. A sample Sales & Subcontractor report can be found at:

http://www.ga.wa.gov/PCA/SL/ExternalForms/contracting/usage.doc

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

3.9 OTHER REQUIRED REPORT(S)

All reports required under this contract must be delivered to the Purchasing Activity. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, part number, per unit quantities sold, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

3.10 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of Enterprise Services. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

3.11 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

Established business

Prior to commencing performance, or prior to that time if required by the Purchasing Activity, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

3.12 CONTRACTOR CERTIFICATIONS (IF APPLICABLE)

Contractor must provide evidence as directed in the Purchasing Authority's Solicitation document, of its status as an authorized service and/product reseller. If this reseller status is discontinued, this Contract may be terminated as set forth elsewhere herein. Contractor shall maintain its reseller status for the initial term and any renewals of the resulting Contract.

1. Use of subcontractors

In accordance with Solicitation requirements, Contractor agrees to take complete responsibility for all actions of such Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The Purchasing Activity reserves the right to approve or reject any and all Subcontractors that identified by the contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by the Purchasing Activity.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW.

2. Subcontracts and assignment

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Purchasing Activity. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

3. Contractor authority and infringement

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established State Contracts.

4. **Materials and workmanship**

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

5. **Mercury content and preference (if applicable)**

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Contractor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Contractor shall submit a written statement to that effect. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

3.13 DELIVERY REQUIREMENTS

1. **Order fulfillment requirements**

Authorized Purchasers may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

a) For purposes of price verification and auditing, upon receipt of a purchase order the contractor shall send the Purchaser an order confirmation notification that identifies the manufacturer's surcharges [IF APPLICABLE] as well as the manufacturer's most current list prices for the equipment ordered.

b) Upon the request of the Purchaser, the Contractor shall supply Purchaser with manufacturer's list pricing or other documentation needed to verify Contract pricing compliance.

c) Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at contractor's expense.

d) Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

e) The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

2. **Standard of quality/consistency over term of contract**

If, in the sole judgment of the Purchasing Activity or the Purchaser, any item is determined not to be an equal, the Purchaser may take any or all of the following actions:

a) the product may be returned at Contractor's expense;
b) the contract may be terminated without any liability to the State of Washington or Purchaser

3. **Delivery**

Delivery must be made during Purchaser's normal work hours and within time frames either required in the Solicitation, or if requested in the Solicitation, proposed by Contractor in its Response and subsequently accepted by the Purchasing Activity or as otherwise mutually agreed in writing between the Purchaser and Contractor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Contractor to liquidated or other damages. The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the Purchasing Activity or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the Order Document. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

4. **Site security**

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5. **Inspection and rejection**

The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the

damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

AND, IF APPLICABLE,

The state reserves the right to independently test, at supplier's expense, any product of questionable freshness, quality, or origin delivered against this contract.

6. Treatment of assets

a) Title to all property furnished by the Purchasing Activity and/or Purchaser shall remain in the Purchasing Activity and/or Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and Acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.

b) Any property of the Purchasing Activity and/or Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchasing Activity and/or Purchaser, be used only for the performance of this Contract.

c) The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchasing Activity and/or Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

d) If any Purchasing Activity and/or Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchasing Activity and/or Purchaser and shall take all reasonable steps to protect the property from further damage.

e) The Contractor shall surrender to the Purchasing Activity and/or Purchaser all property of the Purchasing Activity and/or Purchaser prior to settlement upon completion, termination, or cancellation of this contract.

f) All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

7. Labeling

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Contractors are encouraged to offer product packaging with recycled content.

8. **Hazardous materials**

"Right to know" legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

a) The identity of the hazardous material,
b) Appropriate hazard warnings, and
c) Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

3.14 PAYMENT

1. **Advance payment prohibited**

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

2. **Identification**

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

3. **Payment, invoicing and discounts**

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW , if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

3.15 TAXES, FEES AND LICENSES

1. Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

2. Collection of Retail Sales and Use Taxes:

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

a) Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
b) Maintains an in-state inventory or stock of goods for sale;
c) Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;

d) Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or

e) Other factors identified in WAC 458-20 .

3. **Department of Revenue Registration for Out-of-State Contractors:**

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

4. **Fees/Licenses:**

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

5. **Customs/Brokerage Fees:**

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the Purchasing Activity nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

6. **Taxes on Invoice:**

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

7. **Minority and Women's Business Enterprise (MWBE) participation**

With each invoice for payment and within thirty (30) days of Purchasers request, Contractor shall provide Purchaser an *Affidavit of Amounts Paid*. The *Affidavit of Amounts Paid* shall either state that Contractor still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Contract. Contractor shall maintain records supporting the *Affidavit of Amounts Paid* in accordance with this Contract's **Retention of Records** section.

8. **Overpayments to contractor**

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

9. **Contractor expenses (if applicable)**

Purchaser shall reimburse Contractor for travel and other expenses as identified in this Contract, or as authorized in writing, in advance by Purchaser in accordance with the then-current rules and regulations set forth in the *Washington State Administrative and Accounting Manual* (http://www.ofm.wa.gov/policy/poltoc.htm). Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars ($50) or more when requesting reimbursement.

The amount reimbursed to Contractor is included in calculating the total amount spent under this Contract.

10. **Audits**

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

3.16 QUALITY ASSURANCE

1. **Right of inspection**

Contractor shall provide right of access to its facilities to Purchasing Activity, or any of Purchasing Activity's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

2. **Contractor commitments, warranties and representations**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

3. **Warranties**

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

4. **Date warranty**

Contractor warrants that all Products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

5. **Cost of remedy**

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

3.17 INFORMATION AND COMMUNICATIONS

1. **Advertising**

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Purchasing Activity.

2. **Retention of records**

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection,

review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

3. Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the Purchasing Activity shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the Purchasing Activity will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the Purchasing Activity will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the Purchasing Activity retains Contractor's information in the Purchasing Activity records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

4. Non-endorsement and publicity

Neither the Purchasing Activity nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Purchasing Activity, any Purchaser or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Activity.

3.18 GENERAL PROVISIONS

1. Governing law/venue

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2. Severability

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

3. **Survivorship**

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Ownership/Rights in Data; Contractor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Retention of Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this Contract.

4. **Independent status of contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

5. **Gifts and gratuities**

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 39.26.020, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities. Under RCW 39.26.020 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

6. **Immunity and hold harmless**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to

indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

7. **Personal liability**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

3.19 INSURANCE

1. **General Requirements:**

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2. **Specific Requirements:**

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and

advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury Aggregate	$1,000,000
Each Occurrence (applies to all of the above)	$1,000,000
Fire Damage Limit (per occurrence)	$50,000
Medical Expense Limit (any one person)	$5,000

3. **Business Auto Policy (BAP):**

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit ~~not less than $1,000,000~~ per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. **Additional Insurance Provisions:**

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation

or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

5. **Surplus Lines:**

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

6. **Insurance Carrier Rating:**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC .

7. **Excess Coverage:**

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

8. **Limit Adjustments:**

The state reserves the right to increase or decrease limits as appropriate.

3.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Purchasing Activity may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

3.21 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including,

but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

3.22 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless Purchasing Activity and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

3.23 ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

3.24 WAIVER

Failure or delay of the Purchasing Activity or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the Purchasing Activity's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Purchasing Activity or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

3.25 DISPUTES AND REMEDIES

1. Problem resolution and disputes

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein.. The dispute shall be

handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. Purchasing Activity and/or Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Purchasing Activity, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

2. Administrative suspension

When it in the best interest of the state, the Purchasing Activity may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Purchasing Activity to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Purchasing Activity providing the Contractor's Representative with written notice of such demand.

3. Force majeure

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The Purchasing Activity reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the State.

4. Alternative dispute resolution fees and costs

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

5. Non-exclusive remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

3.26 LIQUIDATED DAMAGES

1. Liquidated Damages – General

The Purchasing Activity and or the Purchasers and the Contractor agree that the liquidated damages provisions in the Contract are a reasonable forecast of the actual damages that would be suffered by the Purchaser in the event of contractor's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as set forth herein.

Any delay by Contractor in meeting the Delivery Date, Installation Date, maintenance or repair date, or other applicable date set forth in this Contract will interfere with the proper implementation of Purchaser's programs and will result in loss and damage to Purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, Purchaser and Contractor agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following subsections and the parties agree that Contractor shall pay such amounts as liquidated damages and not as a penalty.

Liquidated damages provided under the terms of this Contract are subject to the same limitations as provided in the section titled Limitation of Liability.

2. Limitation of liability

The parties agree that neither Contractor, Purchasing Activity nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the Purchasing Activity nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the Purchasing Activity or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchasing Activity or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the Purchasing Activity or the Purchaser, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

3. **Federal funding**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

4. **Federal restrictions on lobbying**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. **Federal debarment and suspension**

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3.27 CONTRACT TERMINATION

1. **Material breach**

A Contractor may be Terminated for Cause by the Purchasing Activity, at the sole discretion of the Purchasing Activity, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

a) Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
b) Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
c) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
d) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
e) Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;

f) A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

2. Opportunity to cure:

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the Purchasing Activity may issue a written cure notice. The Contractor may have a period of time in which to cure. The Purchasing Activity is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the Purchasing Activity. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the Purchasing Activity may do any one or more of the following:

a) Exercise any remedy provided by law;
b) Terminate this Contract and any related Contracts or portions thereof;
c) Procure replacements and impose damages as set forth elsewhere in this Contract;
d) Impose actual or liquidated damages;
e) Suspend or bar Contractor from receiving future Solicitations or other opportunities;
f) Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

3. Termination for cause

In the event the Purchasing Activity, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Purchasing Activity has the right to suspend or terminate this Contract, in part or in whole. The Purchasing Activity shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Purchasing Activity, or if such corrective action is deemed by the Purchasing Activity to be insufficient, the Contract may be terminated. The Purchasing Activity reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Purchasing Activity to terminate the Contract.

In the event of termination, the Purchasing Activity shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract

and all administrative costs directly related to the replacement contract, e.g., cost of the competitive Bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

4. Termination for convenience

Except as otherwise provided in this Contract, the Purchasing Activity, at the sole discretion of the Purchasing Activity, may terminate this Contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the Purchasing Activity nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the Purchasing Activity when it is in the best interest of the State of Washington.

5. Termination for withdrawal of authority

In the event that the Purchasing Activity and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the Purchasing Activity may terminate this Contract, in whole or in part, by seven (7) calendar days or other appropriate time period written notice to Contractor.

6. Termination for non-allocation of funds

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, Purchasing Activity may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchasing Activity and/or Purchaser agrees to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchasing Activity to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

7. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

8. Termination by mutual agreement

The Purchasing Activity and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

9. Termination procedure

In addition to the procedures set forth below, if the Purchasing Activity terminates this Contract, Contractor shall follow any procedures the Purchasing Activity specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Purchasing Activity may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the Purchasing Activity and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Purchasing Activity and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Purchasing Activity, the Contractor shall:

a) Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
b) Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;

c)Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;

d) Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Purchasing Activity on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

e)Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Purchasing Activity and/or the Purchaser to the extent Purchasing Activity and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;

f) Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Purchasing Activity on behalf of the Purchaser any property which, if the contract had been completed, would have been required to be furnished to the Purchaser;

g) Take such action as may be necessary, or as the Purchasing Activity and/or the Purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Purchasing Activity and/or the Purchaser has or may acquire an interest.

SECTION FOUR
PROTEST PROCEDURES

PROTEST
PROCEDURES 2010 0

APPENDIX B

SPECIAL TERMS AND CONDITIONS

1. REFERENCES

References may be used to evaluate the bidder's history of performance and may be an award consideration on a pass fail basis. Bidder shall furnish minimum of three (3) references from different entities for which Bidder has performed or provided comparable, service, materials, supplies, or equipment similar in scope (i.e. size, volume, type) to this IFB, including entity [name, authorized individual, telephone, email, and facsimile]: Bidder shall complete the References portion of Appendix E- Bidder Profile.

The Purchasing Activity will only attempt to make contact with a Bidder's provided references a maximum of three (3) times. If such contact cannot be established with any of the references provided, then those references with which contact cannot be established may be deemed non-responsive and no further attempts will be made to contact that particular reference. References giving negative feedback towards the bidder and states an unwillingness to work with the bidder again, may be rejected and therefore fail the responsibility requirement.

The state reserves the right to solicit and substitute other references to determine the sufficiency of the Bidder's level of responsibility.

2. DESCRIPTIVE LITERATURE

Bidder shall submit descriptive literature with Response. Descriptive literature shall clearly describe how the product bid is equal in quality, function and performance to the bid specifications herein.

3. DEALER AUTHORIZATION

The Bidder, if other than the manufacturer, shall provide upon request a current, dated, and signed authorization from each manufacturer that the Bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization upon request may result in Bid rejection.

4. VEHICLE TITLE (IF APPLICABLE)

All necessary paperwork to register the unit with the Washington State Department of Licensing as a motor vehicle will be furnished at the time of delivery. This includes a "manufacturer's statement of origin" (MSO) and Washington State title application.

5. VEHICLE DEALER LICENSING (IF APPLICABLE)

Bidder must possess a current vehicle dealer license issued pursuant to Chapter 46.70 RCW. By submission of a properly signed and completed bid, bidder certifies compliance with all provisions to above statute. The Bidder, upon request, shall provide a current, dated, and signed copy.

6. WARRANTY (IES)

Bidder will submit a copy of warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the warranty. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

7. PRICE ADJUSTMENTS

Once a percentage discount off the manufacturer's most current price list/catalog has been established, the percent discount shall remain firm (not subject to change). Contractors may offer higher discount levels than specified in the contract to meet a competitive price or in response to a volume purchase.

For Price List items within awarded categories, the manufacturer's price list/catalog may be changed during the term of the contract if the manufacturer publishes a new price list however, the discount percentage shall remain unchanged. When a price list/catalog is changed, it will remain unchanged for a period of 365 days.

Contractors shall not make contract extensions contingent on price adjustments.

8. SHIPPING AND RISK OF LOSS

All equipment is to be delivered FOB supplier. Freight to the customer's location shall be prepaid and added as a separate line from the supplier to the delivery point from which the customer will receive delivery or pick-up the equipment.

The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to Delivery Date or Acceptance, whichever is applicable, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After Delivery Date or Acceptance, whichever is applicable, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

9. EQUIPMENT OPERATION AND REPAIR MANUALS

All equipment shall be delivered with at least one copy of the operators manual or cd copy of repair to include a parts catalog or list. If other manuals are required by the purchaser, they should be offered at the discount bid in Appendix D Price Sheets for "repair parts/manuals".

10. NEW PRODUCTS

During the term of the contract, new products introduced by a manufacturer may be added to the contract provided discount is consistent with other similar products already on contract. Addition will be at the Contract Administrator's discretion.

11. PROGRAM MANAGEMENT REIMBURSEMENT

This contract is subject to an administrative fee of one and a half percent (1.5%) of contract sales (less freight cost and trade-in value). Awarded supplier(s) will remit payment of the administrative fee on a quarterly basis when submitting the quarterly sales and subcontractor report as defined herein. Payment is to be made to Department of Enterprise Services, Master Contracts and Consulting, and Contract 10212 and is not to be invoiced to any contract users, either as an item on a sales invoice, or by any other means. Any invoice issued to a user of this contract with the administrative fee included will be in dispute, and not paid until the supplier corrects it. Payment of the administrative fee will be due in conjunction with the quarterly sales and subcontractor report, delinquency in payment may be considered cause for contract termination.

12. EQUIPMENT DELIVERY

A. All equipment is to be delivered FOB supplier. Freight to the customer's location shall be prepaid and added as a separate line from the supplier to the delivery point from which the customer will receive delivery or pick-up the equipment.

B. All equipment, to the extent possible and that which is considered standard to the industry, shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchaser. Liability for product delivery remains with the contractor until properly delivered and accepted.

C. Some Purchasers may require equipment to be set-up, tested, and ready for operation prior to acceptances. Bidders are to provide cost for such in Section 3.4, Price Sheets.

13. REPAIR FACILITIES

A. Bidder shall provide a list of authorized factory repair facilities which will honor the warranty of items on contract. The list will include the facility (ies) name, address, telephone number, and contact person and the service area covered.

B. Bids that are submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with bid and servicing requirements.

14. ANTICIPATED ORDERING AND INVOICING PROCEDURES

Bidders to provide as an attachment to their bid their proposed ordering and invoicing procedures to include: how they will insure that authorized purchasers will receive the discounted prices offered on the subsequent contract, how responsive they will be to purchaser concerns on invoicing discrepancies, if a centralized customer order contact will be established to service this account, how a purchaser can request a product demonstration, typical schedule for repair requests, and anything else deemed necessary to ensure the success of administering a contract of this nature. Bidders are encouraged to consider/offer a centralized invoicing program to ensure accuracy of contract pricing and data collection

15. DEMONSTRATION

You may be required to demonstrate your equipment/product at the "ship to" address. Be prepared to do so within 5 days of notification.

Appendix C – Supplemental Information

Categories of Equipment

1. **Hand Held Equipment** (chainsaws, string trimmers, leaf blowers etc.)
2. **Walk-Behind Equipment** (push mowers, roto tillers, edgers, snow blower etc.)
3. **Riding Mowers-Up to 30 PTO Horsepower**
4. **Lawn and Garden Tractors -Up to 30 PTO Horsepower**
5. **Equipment for Riding Mower, Lawn and Garden Tractors**
6. **Residential Front Mowers and Equipment**
7. **Commercial Walk-Behind Mowers and Equipment**
8. **Commercial Ztrack Mowers and Equipment**
9. **Commercial Front Mowers and Equipment**
10. **Commercial Wide Area Mowers**
11. **Industrial Mowers**
12. **Compact utility tractors-Up to 65 PTO Horsepower**
13. **Equipment for Compact Utility Tractors**
14. **Utility Tractors-Up to 65 PTO Horsepower**
15. **Equipment for Utility Tractors**
16. **Utility Vehicles-Up to 65 PTO Horsepower**
17. **Equipment for Utility Vehicles**
18. **Agricultural Tractors, 2x4 and 4x4 70 to 120 PTO Horsepower**
19. **Agricultural equipment (Less Tractor)**

20. Golf & Turf
21. Commercial Lawn Shredders And Chippers
22. Skid Steer Loaders up to 55 HP
23. Compact Track Loaders up to 70HP
24. Mini Excavators up to 60 HP
25. All Terrain Carriers up to 50 HP

Suggested Manufacturers List (Not all Inclusive)

LAWN MOWERS: Airens, Bobcat, Bunton, Craftsman, Encore, Giant Vac, Good All, Gravely, Homelite, Honda, Jacobson, John Deere, Kubota, Murray, Scagg, Snapper, Toro/Wheelhorse, New Holland

TRACTORS: Cub Cadet, David Brown, Dresser, Farmall, Ford, Gravely, International, John Deere, Kubota, Massey Ferguson, National, Toro, New Holland

SNOW BLOWERS: Airens, Bolens, John Deere, Murray, Signature, Simplicity, Snapper, Snow Chief, Toro, White

ATTACHMENTS (for after market items such as cabs, mowers, sickle bars, snow blades, sweepers, blower, etc): Alamo, Curtis, Guest, Sims, and Woods

TWO CYCLE EQUIPMENT (Chainsaws, string trimmers etc.): Dolmar, Echo, giant, Green Machine, Homelite, Husqvarna, John Deere, Jonsered, Poulan, Power Poxe Saw, RedMax, Shindaiwa, Snapper, Stihl, Tanaka, Toro, Woodchuck

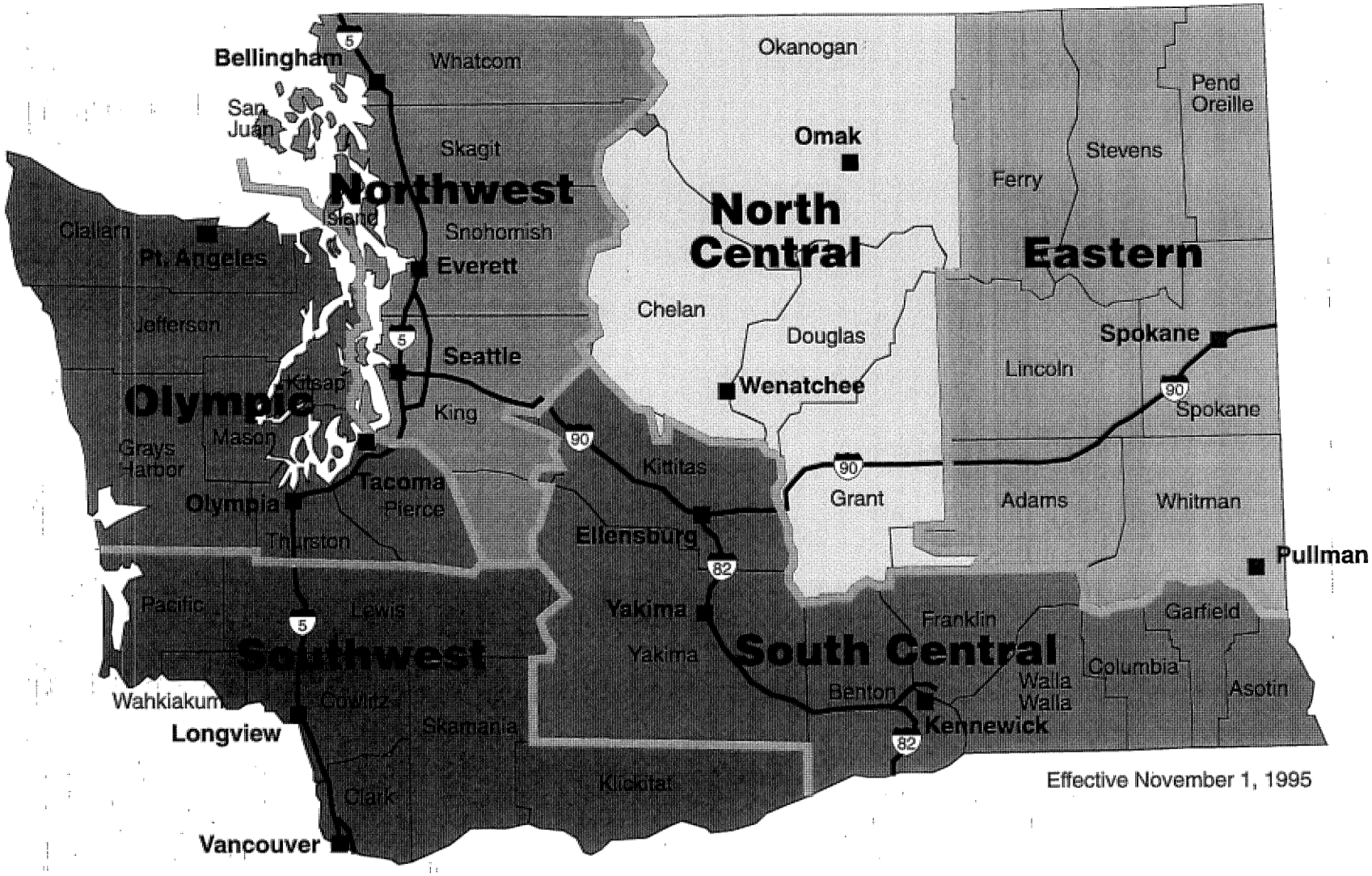
LEAF BLOWERS/VACS: Echo, Giant, Giant Vac, Hashy, Homelite, Ransomes, Sears, Stihl

ENGINES: Briggs & Stratton, Honda, Kawasaki, Kohler, Kubota Diesel, Onan, Tecumseh, Wisconsin/Robin, Yanmar

SHREDDERS/CHIPPERS: Echo, Gravely, Troy-Bilt, Wood Pro, Woodchuck, John Deere, Vermeer

ROTO-TILLERS: Craftsman, Honda, Husqvarna, Troy-Bilt, John Deere

REGIONAL SERVICE AREAS MAP



Effective November 1, 1995

u. Contract w/Chong Bak dba Columbia Cleaners for Dry Cleaning & Laundry Services

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Dec. 22, 2015	**Execute Contract**	X	**Consent Agenda**	X
Subject: Service Contract w/ Columbia Cleaners	**Pass Resolution**		**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: L. Small	**Pass Motion**		**2nd Discussion**	
Reviewed by: Ryan Lukson	**Other**		**Other**	

BACKGROUND INFORMATION/ SUMMARY

Benton County Sheriff's Office (BCSO) currently has a contract with Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC for "as needed" dry cleaning and laundry services that terminates December 31, 2015.

The BCSO prepared a Request for Proposals for "as needed" dry cleaning and laundry services and solicited the seven (7) cleaners, which are listed on the attached Resolution that are within a 10 mile radius of the Sheriff's Office.

Columbia Cleaners, Kennewick, WA and Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA was found to have the overall lowest prices relative to the services requested.

There are some BCSO employees who would rather handle their own laundry and use Columbia Cleaners, which is located a block away from the Justice Center. However, Tower Plaza Cleaners & Laundromat LLC's, Pasco, WA offers free delivery and pickup from the Sheriff's Office, which is a benefit to those employees who work 12 hours shifts and cannot make it to the cleaners during regular business hours.

The Sheriff's Office would like to enter into two different personal service contract for "as needed" dry cleaning and laundry services.

RECOMMENDATION

Approve the attached Resolution and Personal Service Contract between Benton County and Chong Bak, dba Columbia Cleaners for as needed dry cleaning and laundry services for the Benton County Sheriff's Office, with a contract amount not to exceed $23,000 including WSST. The term of the contract shall commence January 1, 2016 and shall terminating December 31, 2016; with an option to extend two (2) 12-month periods.

FISCAL IMPACT

Said funds will be paid from the BCSO's budget from the appropriate departments, with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING CHONG BAK DBA/COLUMBIA CLEANERS A PERSONAL SERVICE CONTRACT FOR "AS NEEDED" DRY CLEANING AND LAUNDRY SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

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 Benton County Sheriff's Office prepared a Request for Proposals for "as needed" dry cleaning and laundry services and solicited seven (7) cleaners within a 10 mile radius of the Sheriff's Office from the following:

- Columbia Cleaners, Kennewick, WA (see attached breakdown)
- Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA (see attached breakdown)
- Four Seasons Cleaners, Richland, WA (see attached breakdown)
- Green Cleaners, Kennewick, WA (see attached breakdown)
- Tri-City Cleaners & Laundromat, Kennewick, WA (see attached breakdown)
- Home Town Cleaners, Pasco, WA – Did not respond
- Tenth Avenue Cleaners, Kennewick, WA – Did not respond

WHEREAS, Columbia Cleaners, Kennewick, WA and Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA was found to have the overall lowest prices relative to the services requested; and

WHEREAS, Tower Plaza Cleaners & Laundromat LLC's, Pasco, WA offers free delivery and pickup from the Sheriff's Office, which is a benefit to those employees who work 12 hours shifts and cannot make it to the cleaners during regular business hours; and

WHEREAS, there are some Sheriff's Office employees who would rather handle their own laundry service and have the ability to drop their laundry off at a convenient location such as Columbia Cleaners, Kennewick, WA; and

WHEREAS, the Sheriff's Office recommends entering into a contract with Chong Bak dba/Columbia Cleaners for a period commencing January 1, 2016 and terminating December 31, 2016 for "as needed" dry cleaning and laundry services; and

WHEREAS, Columbia Cleaners has agreed to perform all services provided for the Sheriff's Office in accordance with the attached contract and the rates in Exhibit A for an overall contract amount not to exceed $23,000 including WSST; **NOW, THEREFORE**

Orig: Sheriff's Office
cc: Auditor, S. Araiza, Columbia Cleaners

Prepared by: L. Small

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the Personal Service Contract to Chong Bak dba/Columbia Cleaners, Kennewick, WA for “as needed” dry cleaning and laundry services with a contract amount not to exceed $23,000 including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Personal Service Contract between Benton County and Chong Bak dba/Columbia Cleaners; and

BE IT FURTHER RESOLVED, the term of the attached Personal Service Contract shall commence January 1, 2016 and shall terminate December 31, 2016. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for up to two (2) 12-month periods.

Dated this _____ day of _____, 2015.

_____
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, S. Araiza, Columbia Cleaners

Prepared by: L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CHONG BAK dba/COLUMBIA CLEANERS**, with its principal offices at 1102 N. Columbia Center Blvd. Ste. A, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document)
b. Exhibit A - Quote and Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016 and shall expire on December 31, 2016. 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. Upon mutual agreement of both parties, the original terms and conditions of the Contract may be extended for up to two (2) 12-month periods.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. Perform all necessary dry cleaning and laundry services, to include any necessary repairs, for employees of the Benton County Sheriff’s Office. All dry cleaning and laundry services shall be completed within two (2) days of drop off date.

b. The CONTRACTOR shall be responsible for ensuring the pockets of all laundry are free of any item, including but not limited to pens, that may damage the laundry during the dry cleaning process. Failure of CONTRACTOR to do so will result in payment to the COUNTY of the fair market value of the laundry damaged.

c. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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

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

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule outlined in 3.a. above.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name	Chong Bak
Address	1102 N. Columbia Center Blvd. Ste. A
City, State Zip Code	Kennewick, WA 99336
Phone:	(509) 783-4477

b. For COUNTY:

Name	Lisa Small,
Address	7122 W. Okanogan Place, Bldg. B
City, State Zip Code	Kennewick, WA 99336
Phone:	(509) 735-6555 Ext. 3880
Fax:	(509) 736-3895
Email:	Lisa.Small@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit A, “Quote and Compensation” which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **$23,000** including WSST.

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

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month for the previous months work performed. 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. <u>INSURANCE</u>

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. **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.

d. **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 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.

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. <u>TERMINATION</u>

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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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 actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR 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.

28. <u>OBLIGATION TO SAFEGUARD</u>

The CONTRACTOR acknowledges that some of the clothing taken temporary custody of includes police uniforms currently in use by sworn peace officers employed by the Benton County Sheriff's Office and as such represent important public safety equipment that must be safeguarded against theft, loss or unauthorized access. The CONTRACTOR acknowledges that unauthorized use of such uniforms may result in criminal impersonation of police officers by criminal third parties and may lead to property loss, and bodily injury of death to victims. Accordingly, CONTRACTOR agrees to take all reasonable steps to safeguard any law enforcement uniforms that are temporarily in its custody for laundry services. The steps include, but are not limited to:

a. Ensuring that law enforcement uniforms are stored in a secure portion of CONTRACTOR's premises away from clothing that will be available for customer pickup so as to avoid confusion and inadvertent access by walk-in customers.

b. Ensure that only CONTRACTOR and bona fide employees has access to the law enforcement uniforms.

c. Ensuring that a system is in place by which CONTRACTOR can track the number and type of uniforms it has in custody at any given time in such a manner that theft, loss or misuse can be detected immediately and the type, size, description etc. of any missing uniforms can be readily ascertained.

d. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify, defend and hold COUNTY harmless for any claims, liability, attorney fees, judgements, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a result of use or handling (including misuse or mishandling) of any uniform while it is legally in CONTRACTOR's custody.

e. CONTRACTOR and bona fide employees shall pass a Sheriff's Office background investigation prior to handling uniforms under this Contract. This entails providing your full name, date of birth, driver's license number, and if necessary, finger prints with a payment of $34.75 for livescan, or $52.75 if required to ink roll the finger print, to COUNTY'S

representative at least 48 hours prior to the anticipated need to handle the uniforms.

f. CONTRACTOR shall immediately (within 24 hours) report any incident where CONTRACTOR, or any of its employees, are arrested or convicted of a crime, or informed by police that CONTRACTOR is a suspect in a crime. Upon receiving such information, CONTRACTOR shall report such information to COUNTY within 24 hours.

g. Immediately (i.e. within 15 minutes) upon learning of the loss, stolen, or misuse of any law enforcement uniform in its custody, CONTRACTOR shall contact the on-duty patrol Sergeant at the Benton County Sheriff’s Office at (509) 783-1451 ext. 3293, and report such loss, theft or misuse including the type, size and description of the lost, stolen, or misused uniform, the approximate time of the loss, and the circumstances under which it occurred.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2016.

Dated:_____

BENTON COUNTY

_____
Jerome Delvin, Chairman

Approved as to Form:

_____
Ryan J. Lukson, Civil DPA

Dated: 12-10-2015

CHONG BAK DBA/COLUMBIA CLEANERS

Chong W Bak
Signature

OWNER
Title:

CHONG W BAK
PRINTED NAME

EXHIBIT A – QUOTE AND COMPENSATION

PROJECT DESCRIPTION:
Benton County Sheriff is soliciting qualifications and quotations for uniform cleaning from January 1, 2016 – December 31, 2018.

The following is a brief description of what Benton County is soliciting a quotation for, but not limited to:

Uniforms (2 Piece)	$5.40	Blouse/ Skirt	$2.70
Trousers	$2.70	Sports Coat / Blazer	$3.41
Laundered Shirt	$1.90	Rain Coat	$6.54
Dry Cleaned Shirt / Pants	$2.70	Winter Coat	$4.87
Neck Tie	$1.57	Water-Proofing	$2.16
Sweater	$2.86	Coveralls	$6.39
Pants / Shirt Starched	$2.70/ $1.90	Labcoat	$4.81

Minor Repairs (such as: buttons, split seams, etc) $0.50 to $3.50
Does your company have the ability to deliver and pick up items? YES/NO
Do you have multiple locations within the Tri-City's area? YES/NO
Would your company consider a flat monthly rate based on average use? YES/NO

Company Name Columbia Cleaners

Address: 1102 N Columbia Center Blvd Ste A, Kennewick WA 99336

Phone Number: 509 783 4477

Email: ColumbiaCleaners@gmail.com

Bidder Name: Chong W Bak Title: Owner
(Print Name)

Bidder Signature: Chong W Bak

Dry Cleaning Services Request for Proposals for Calendar Year 2016

	Columbia Cleaners	Tower Plaza	Four Seasons Cleaners	Green Cleaners	Tri City Cleaners	Home Town Cleaners - Did not Respond	Tenth Avenue Cleaners - Did not Respond
Uniforms (2 piece)	5.40	5.00	5.00	10.99	7.35	-	-
Trousers	2.70	2.25	3.50	5.49	5.20	-	-
Laundry Shirts	1.90	2.25	1.50	1.99	2.00	-	-
Dry-Cleaned shirt/pants	2.70	3.00	3.50	5.49	4.70	-	-
Neck Tie	1.57	1.50	2.50	3.74	2.65	-	-
Sweater	2.86	3.00	3.50	5.99	4.70	-	-
Pants Starched	2.70	3.00	5.00	6.24	6.20	-	-
Shirt Starched	1.90	3.00	1.50	1.99	7.50	-	-
Blouse / Skirt	2.70	3.00	3.50	5.99	5.20	-	-
Sport Coat / Blazer	3.41	3.50	5.00	7.99	6.10	-	-
Rain Coat	6.54	4.50	10.00	11.95	16.95	-	-
Winter Coat	4.87	4.50	10.00	12.89	10.95	-	-
Water - Proofing	2.16	4.50	10.00	N/A	5.00	-	-
Coveralls	6.39	7.00	10.00	N/A	15.00	-	-
Lab coat	4.81	5.50	5.00	6.99	6.00	-	-
	52.61	**55.50**	**79.50**	**87.73**	**105.50**	-	-
Minor Repairs	.50 to 3.50	$6	Free w/ supplies or $3	$1 - $5	$1 and up		
Ability to deliver:	No	Yes	Yes	Yes	No	-	-
Multiple locations:	No	No	Yes	No	No	-	-
Flat Monthly Rate	No	No	Yes	Yes	No	-	-
Proof of Insurance (Required)	Yes	Did not provide	Did not provide	Did not provide	Did not provide	-	-

v. Contract w/Keefe Commissary Network, LLC for Inmate Commissary Services

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: December 22, 2015	**Execute Contract**	X	**Consent Agenda**	X
Subject: Contract w/Keefe Commissary Network, LLC	**Pass Resolution**	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: L. Small	**Pass Motion**		**2nd Discussion**	
Reviewed by: Ryan Lukson	**Other**		**Other**	

BACKGROUND INFORMATION/ SUMMARY

Benton County Sheriff's Office has contracted with Keefe Commissary Network, LLC for several years to provide "as needed" inmate commissary services for the Benton County Sheriff's Office.

The current Contract is set to expire on December 31, 2015 and the Benton County Sheriff's Office wishes to enter into another two (2) year personal service contract with an option to extend a maximum of two additional 24 month terms.

RECOMMENDATION

Approve the attached Resolution and Personal Service Contract between Benton County and Keefe Commissary Network, LLC for "as needed" inmate commissary services with a contract term expiring December 31, 2017. Upon Mutual agreement of parties, the contract may be extended by written amendment for a maximum of two addition 24-month terms.

APPROVED AS TO FORM

Ryan Lukson, DPA

FISCAL IMPACT

These services are paid out of the Inmate Benevolence Fund with a 40.5% commission return.

MOTION

Consent Agenda

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 **KEEFE COMMISSARY NETWORK, LLC**, a Missouri limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132, (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. Attachment A - Scope of Services
b. Attachment B - Contractor Provided Equipment
c. Attachment C - Benton County Commissary Menu

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016, and shall expire on December 31, 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. Upon mutual agreement of the parties, this Contract may be extended by written amendment for a maximum of two additional 24-month terms.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed and the products provided by the CONTRACTOR are set forth in Attachments A through C, which are attached hereto and incorporated herein by reference.

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

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

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

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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: Ignacio Sanchez, Account Mgr.
13369 Valley Blvd.
Fontana, CA 92335
Phone: (909) 429-6970
Email: isanchez@keefegroup.com

b. For COUNTY: Lisa Small, Contract Coordinator
7122 W. Okanogan Place Bldg. B
Kennewick, WA 99336
Phone: (509) 735-6555 ext. 3880
Email: Lisa.Small@co.benton.wa.us

5. COMPENSATION

a. The COUNTY will receive a commission rate of 40.5% on all commissionable sales as listed in Attachment C. All products listed in Attachment C are considered commissionable sales with the exception of stamps, and stamped envelopes.

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

c. The CONTRACTOR agrees to, in accordance with the rates provided in Attachment C (or as hereafter modified as set forth in Attachment A), submit invoices to the COUNTY not more than once per month for all commissionable sales. Invoices shall cover the products CONTRACTOR provided to the COUNTY during the billing period. All commissionable sales will be deducted from CONTRACTOR'S invoice. Invoices will show detail of commissionable

sales, non-commissionable sales, and applicable Washington state sales tax. The COUNTY shall pay the CONTRACTOR for the products provided to inmates set forth in Attachment C the month following the actual delivery of the products and will remit payment within forty-five (45) days from the date of receipt of the invoice from the CONTACTOR.

d. CONTRACTOR shall pay a set commission rate of 40.5% to COUNTY for all sales generated from the Securepak Program - Internet Commissary Orders as further outlined in Attachment A. This commission is based on total net sales made for inmates of COUNTY from their family and friends. For purposes of the commission calculation, total net sales includes the total amounts paid by COUNTY inmate’s family and friends for products purchased from CONTRACTOR which monies are actually received by CONTRACTOR and specifically excludes any amounts paid for shipping, taxes, or other similar fees. CONTRACTOR shall pay commissions to COUNTY on a quarterly basis, with commission paid by the 15th of the month following the end of the quarter.

e. The CONTRACTOR shall not be paid for products provided under this Contract unless and until they have been provided 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 attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered and products provided 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, including incorrectly fulfilled orders, 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 (financial or otherwise), sickness, disability or death to persons or damage to property or business, arising in connection with the work or services performed by CONTRACTOR or its subcontractors under this Contract, including but not limited to all services and fees provided in Attachment A, and Attachment C by CONTRACTOR or its third party vendors or subcontractors. 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. <u>INSURANCE</u>

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

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this

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

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

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

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

The commercial general liability policy 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

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, 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. Commercial Auto Liability Insurance shall include coverage for owned, non-owned and hire autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

e. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees

and agents.

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.

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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 as an "Additional Insured" 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 are to be provided to:

   Benton County Sheriff's Office
   Attn: Lisa Small
   7122 W. Okanogan Place, Bldg. B
   Kennewick, WA 99336
   (509) 735-6555 ext. 3880
   Lisa.Small@co.benton.wa.us

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.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the parties shall continue payments in performance of the Contract up to the date of such notice as provided in Section 5.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole

discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving one hundred twenty (120) days written notice by certified mail to the COUNTY. In that event, the parties shall continue payments in performance of the Contract up to the date of such notice as provided in Section 5.

c. 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.

d. 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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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.

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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in 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.

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 25); Public Records Act (Section 26) and confidentiality (Section 18).

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR 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.

26. <u>PUBLIC RECORDS ACT</u>

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 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.

The parties to this Contract have executed this Contract to take effect as of January 1, 2016.

DATED: _____

BENTON COUNTY

_____
Jerome Delvin, Chairman
Benton County Commissioner

DATED: 12/8/15

KEEFE COMMISSARY NETWORK, LLC

_____
Signature

JOHN PURICELLI
_____
Print Name

Approved as to Form:

_____
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Commissary Orders and Product Specifications:

   a. The CONTRACTOR shall make available for purchase by all male and female inmates commissary items including, but not limited to, hygiene products, writing materials, games, snacks, candies and a limited clothing selection as set forth in Attachment C. This list is subject to price and product adjustment by the COUNTY as the COUNTY determines the need to adjust prices and products. The COUNTY will provide said adjustment in email form to CONTRACTOR's Contract representative.

   b. CONTRACTOR shall accept orders from family and friends of inmates of the COUNTY utilizing the Access Securepak Program – Internet Commissary Orders. CONTRACTOR shall make available for purchase the same menu items as set forth in Attachment C for friends and family to purchase for inmates of the COUNTY. Inmate packages shall have a weekly dollar limit of $100 and shall be shipped on a weekly basis. CONTRACTOR agrees to provide posters and online ordering website, toll free COUNTY service ordering and help desk for the Access Securepak Program.

   c. The CONTRACTOR shall maintain sufficient stock levels in order to limit shortages. The CONTRACTOR shall not substitute or backorder without notification and approval from COUNTY.

   d. Commissary orders will be processed by the CONTRACTOR in a secure off site environment provided by CONTRACTOR. Jail staff may inspect the site without prior notice.

   e. Commissary orders by unit will be delivered to the jail staff between the hours of 6:30 a.m. and 2:00 p.m. on Tuesday, Wednesday, Thursday, or Friday. The delivery schedule may be changed by mutual agreement of CONTRACTOR and the COUNTY. Benton County Corrections is a maximum security facility; therefore, the CONTRACTOR may

experience delivery delays on a routine basis due to access restrictions, but deliveries will be made no less than once a week.

f. Commissary orders will be delivered by the CONTRACTOR in clear perforated, plastic bags with tamperproof seals. There shall be two (2) copies of the order receipt sealed within the bag. The receipt should contain the following information:

Inmate Name
Inmate Location
Inmate ID Number
Items and quantity included
Total of order and sales tax
Balance of the account after the order

g. In general, all product packaging will be appropriate for use in correctional facilities.

h. Food items shall be wrapped/package and dated for individual consumption.

i. All containers shall be made of non-breakable material and clear where available.

j. Combs shall be made of non-breakable plastic and no longer than six (6) inches.

k. All consumable products shall be nonalcoholic (mouthwash, etc.).

l. All commissary orders will be boxed by housing unit and all boxes must be clearly marked on the outside with the housing unit to provide maximum efficiency for delivery.

m. The CONTRACTOR’s system will provide a method for handling "restocking" for items that have been ordered but received after the inmate has been released.

n. The commissary system will automatically update items for pricing, addition and deletions.

o. The commissary system will create order forms with multiple spending limits for commissary items and big ticket items.

p. The CONTRACTOR's commissary system will create quantity restrictions for each item and quantity restrictions for all category of items.

q. CONTRACTOR shall provide all necessary software and hardware necessary, including kiosks. Software updates of the computer software must be provided free of charge to the COUNTY for the length of the Contract.

r. Commissary orders may be transmitted using one of the following methods:
   i. By entering data at a secure Internet web site maintained or managed by the CONTRACTOR.
   ii. By Secure File Transfer Protocol (FTPS) to a site maintained or managed by the CONTRACTOR.
   iii. By fax.
   iv. By attaching order forms to email sent to the CONTRACTOR.

2. <u>Keefe Financial Systems and Reporting (account management, inmate banking, commissary, user management and report viewer)</u>:

a. COUNTY will utilize Keefe Commissary Network (KCN) customized suite of inmate banking and commissary software, KeepTrak™.
b. COUNTY will utilize Keefe Access Corrections for inmate deposits which will provided at no cost to the COUNTY.
c. CONTRACTOR agrees to the following at a minimum:
   i. Provide integration with other software and hardware units, such as but not limited to, Intergaph I/Leads, telephone kiosks such as Telmate, COUNTY banking service provider and COUNTY network.
   ii. Provide a centralized trust accounting system capable of managing user definable special fund accounts, deposits, disbursements, collection and general

ledger functions operating in a secure environment and fully documented.

iii. Keep a detailed history of all financial transactions.

iv. Access controlled by user ID and station ID; login and password security features; multi-level security structures; system and transaction audit features such as user ID, date/time stamp, etc.

v. Dual entry accounting; Real time general ledger; customizable fields to meet business needs; Summarization of transaction amounts; trial balance capability.

vi. Ability to use pre-numbered or blank check stock; ability to record bank account, routing and check ID with magnetic ink printing technology; simple and advanced on-line query capabilities; ability to update check status to cleared, voided, expired; automated bank to book reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits; positive pay check issue transfer to allow bank to flag possibly fraudulent checks; automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank.

vii. Report generator to provide full range of content sensitive reports.

viii. Backup maintenance of the main CONTRACTOR server shall be performed daily and backup files stored at a secure offsite location. Data recovery plan shall be coordinated with COUNTY IT department staff. Backup records are the sole property of the COUNTY.

ix. At the termination of this Contract, the CONTRACTOR further agrees to work with any incoming commissary provider and the COUNTY to ensure a smooth transition, including but not limited to providing data (e.g. inmate transaction detail, inmate account information, all accounting system detail records) from the existing system at no cost to the COUNTY.

x. Upon termination or expiration of this Contract, CONTRACTOR shall immediately deliver to COUNTY all

COUNTY-owned programs and related documentation. In addition, CONTRACTOR grants to COUNTY a perpetual, royalty-free, nonexclusive, irrevocable, and nontransferable license that shall survive this Contract, to use solely for COUNTY purposes, any CONTRACTOR owned programs, including system software, utilized by CONTRACTOR in performance of this Contract, at no cost to the COUNTY.

3. Hardware/Software Maintenance Response and Service:

a. A maintenance response is defined as a service technician capable of repairing reported trouble either on site or remotely accessing the system with the capability of correcting the trouble, depending on the type and nature of the problem.

b. The CONTRACTOR shall provide a 24-hour-a-day, 7-day-a-week emergency number and monitored email account for reporting software problems to insure maximum utilization and minimal downtime. The CONTRACTOR shall provide a three (3) hour or better response time to calls/emails for service that can be resolved via remotely accessing the system via the internet. The CONTRACTOR shall provide a twenty-four (24) hour response time to calls/emails for service which require on-site resolution. CONTRACTOR shall provide these maintenance services and any software enhancements as they become available for the Contract period, at no cost to the COUNTY. CONTRACTOR must document and retain system of tracking trouble calls/tickets and be able to provide COUNTY with status and resolution report when requested.

c. The CONTRACTOR will provide a narrative description of standard operating procedures for normal system administration tasks specific to the COUNTY software. This description should include/identify any specialized technical skills that will be required by its staff and recommended guidelines for file back up.

d. The CONTRACTOR is responsible for certifying that all software installed as part of this Contract, and all systems attached to the COUNTY’s communication services are free of viruses. The minimum action required is documentation of anti-virus software licenses and documentation of company virus scanning procedures to be

followed by the CONTRACTOR prior to access/installing software with the COUNTY environment.

e. Secure remote access is only available by the internet that does not interface with the COUNTY network or the jail management system. Access is to be coordinated through the COUNTY's IT Department. The CONTRACTOR is responsible for maintaining a secure service capability compatible with a criminal justice environment. The COUNTY's IT Department will provide the necessary technical information. All access is subject to review and approval by the COUNTY's IT department.

f. When recommending or performing future hardware and/or software upgrades and/or fixes, CONTRACTOR is responsible for informing COUNTY and the COUNTY's IT of potential impacts on existing hardware/operating system configurations. Specifically, the CONTRACTOR must notify the COUNTY and the COUNTY's IT that software enhancements will require modifications to workstation configurations.

g. The CONTRACTOR shall provide training to all staff required to operate the equipment. The equipment is scheduled to be used in a 24 hour/day, 7 days/week, and 365 days/year facility. The training shall be provided at no charge to the COUNTY. System administration training shall be provided by the CONTRACTOR.

h. The CONTRACTOR must install the system as necessary, train COUNTY personnel, provide documentation, on-going support, and a toll free 24 hour emergency line to insure maximum utilization and minimal down time with the proposed system.

i. The CONTRACTOR's hardware (Attachment B) and software will be provided, warranted, and maintained by CONTRACTOR at no cost to the COUNTY for the life of the Contract. During the term of the Contract, CONTRACTOR agrees to keep current both its hardware and software. Any and all upgrades of hardware and software as well as additional training to facility staff will be provided by CONTRACTOR at no cost to the COUNTY for the life of the Contract. CONTRACTOR will notify the COUNTY of enhancements and modifications to workstation configurations in a timely manner.

4. Third Party Receipting:

a. The CONTRACTOR will provide Keefe Access Corrections to be used for inmate deposits via the internet, phone, and lobby kiosk which will be provided at no cost to the COUNTY.

b. The CONTRACTOR and all of its vendors (including but not limited to the third party credit card processor, merchant services provider, payment facilitator) shall be in compliance with Payment Card Industry (PCI) standards and be PCI approved. To that effect, CONTRACTOR certifies its vendors as defined above are listed on the MasterCard Service Provider List located at: http://www.mastercard.com/us/company/en/docs/SP_Post_List.pdf.

c. The CONTRACTOR shall provide proof that the third party credit card processor, merchant services provider, and payment facilitator are PCI approved. This proof shall be submitted on an annual basis.

d. The CONTRACTOR shall provide a copy of their Service Organization Control (SOC) reports to the COUNTY on an annual basis.

e. The CONTRACTOR shall remit all funds electronically to the COUNTY within twenty-four hours of receipt.

f. The CONTRACTOR guarantees all deposits collected, regardless of any third party vendor charges. The CONTRACTOR shall not be authorized to debit any bank account of COUNTY.

g. The CONTRACTOR shall deposit all funds it receives through credit card, phone, and online in an approved public depository before remitting the funds to the COUNTY.

h. CONTRACTOR’s currently approved public depository used for the third party receipting is: Bank of America.

i. The CONTRACTOR will provide reports from Access Corrections and Keefe Commissary Network that will allow the COUNTY to reconcile the payments received through the third party receipting to the inmate accounts kept in the Keefe Commissary Network program.

5. Kiosks:

a. The CONTRACTOR will provide kiosks to the jail lobby for the public to add funds (deposit services) to inmate accounts. The standard fee structure for credit or cash deposits is a follows:

STANDARD FEE STRUCTURE				
Gross Amount Deposited	**Web**	**Phone**	**Credit at Kiosk**	**Cash at Kiosk**
$0.01 - $19.99	$2.95	$3.95	$2.95	$3.00
$20.00 - $99.99	$5.95	$6.95	$5.95	$3.00
$100.00 - $199.99	$7.95	$8.95	$7.95	$3.00
$200.00 - $300.00	$9.95	$10.95	$9.95	$3.00

b. Kiosks will be new or in like new condition and similar in style and size. The COUNTY will not accept kiosks that are unsightly in appearance or in poor working condition.

c. All kiosks shall be equipped with the necessary safety devices which shall be maintained in operating condition at all times.

d. The CONTRACTOR agrees to assume the cost and responsibility for all electrical/technology upgrades associated with the installation and ongoing use of the kiosks.

e. The CONTRACTOR agrees to supply any necessary commissary kiosks within jail area and/or integrate with other vendor’s equipment such as inmate phone provider at no cost to the COUNTY.

ATTACHMENT B
CONTRACTOR PROVIDED EQUIPMENT

Status	Type	Manufacturer	Model	Serial Number	Located
Assigned-In Use	Server	Dell	Edge Pwr T310	xxxx	Benton County IT Department
Assigned-In Use	Scanner	Scantron	OpScan4u	4402918	Commissary Office
Assigned-In Use	Printer	Dell	1720	HH1F8D1	Commissary Office
Assigned–In Use	Printer	Dell	B2360dn	J4PQSS1	Booking
Assigned-In Use	Printer	Dell	B2360dn	89PPSG1	Property Room
Assigned-In Use	Printer	Dell	B2360dn	DR6NSS1	Property Room
Assigned–In Use	Printer	Dell	2330d	8HVHSG1	Lobby Window
Assigned-In Use	Monitor	Dell		74445-148-0BNSS	Commissary Office
Assigned-In Use	Kiosk	King Products	Lobby	10315	Benton County Jail Lobby
Assigned-In Use	Kiosk	King Products	Lobby	10185	Benton County Jail Lobby
Assigned-In Use	Desktop	Dell	optiplex 780	GX1PDQ1	Commissary Office
Assigned-In Use	Battery Backup	Dell	1000t lv	xxxx	Benton County IT Department
Not In Use	Printer	Brother	HL5240	84uz9100101	Boxed in Property Room

All equipment shall be provided by the CONTRACTOR to the COUNTY at no cost to the COUNTY. Such equipment will be approved by COUNTY’s IT and within specifications required by COUNTY.

ATTACHMENT C

COMMISSARY MENU

ITEM #	DESCRIPTION	PRICE		ITEM #	DESCRIPTION	PRICE
	HYGIENE/MISC (taxable at 8.6%)				**CLOTHING (taxable at 8.6%)**	
0001	SHAMPOO 4 OZ.	$1.19		1430	WASHCLOTH WHITE	$0.55
0002	CONDITIONER 4 OZ.	$1.19		1504	SMALL T-SHIRT	$3.30
0020	DANDRUFF SHAMPOO 4 OZ.	$1.40		1505	MED T-SHIRT	$3.30
0040	HAIR FOOD W/VITAMIN E	$2.35		1506	LARGE T-SHIRT	$3.30
0118	FORCE A/P DEOD. ROLL ON	$1.85		1507	X LARGE T-SHIRT	$3.30
0123	.5 OZ SPEED STICK	$0.54		1508	XX LARGE T-SHIRT	$5.05
0210	SKIN CARE LOTION 4 OZ.	$1.05		1509	3X LARGE T-SHIRT	$5.05
0215	COCOA BUTTER LOTION 4 OZ	$1.10		1529	SMALL BOXER - WHITE	$3.95
0216	COCOA BUTTER STICK	$2.30		1530	MED BOXER - WHITE	$4.00
0221	1 OZ PETROLEUM JELLY	$1.30		1531	LARGE BOXER - WHITE	$4.00
0249	HDYDROCORTISONE CRM 1 OZ	$2.65		1532	X LARGE BOXER - WHITE	$4.00
0251	TOLNAFTATE ANTIFUNGAL CREAM, .5 OZ.	$2.78		1533	XX LARGE BOXER - WHITE	$4.00
0255	GEN ACNE 10 (BENZL PRXD)	$3.05		1534	3X LARGE BOXER - WHITE	$3.95
0271	BLISTEX LIP OINTMENT	$4.05		1540	TUBE SOCKS	$1.05
0273	LIP BALM	$1.05		1625	SPORTS BRA SMALL	$7.05
0400	IRISH SPRING 3.2 OZ SOAP	$1.20		1626	SPORTS BRA MEDIUM	$7.05
0410	IVORY SOAP (1 BAR)	$1.10		1627	SPORTS BRA LARGE	$7.00
0415	3.5 OZ TONE SOAP	$1.35		1628	SPORTS BRA X LARGE	$7.00
0424	MOISTURIZING SOAP 5 OZ	$1.20		1651	WOMENS PANTIES SIZE 8	$2.05
0426	SPORT BAR SOAP	$1.35		1652	WOMENS PANTIES SIZE 10	$2.05
0440	DOVE SOAP	$2.65		1697	WOMENS PANTIES SIZE 2 XL	$3.05
0490	SOAP DISH	$0.60				
0507	COLGATE CLR GEL T/P 4.	$4.30			**BEVERAGES**	
0525	CLEAR TOOTHPASTE 3 OZ	$1.88		2000	SINGLE SERVE KEEFE COFFEE	$0.35
0557	ANTISHANK TOOTHBRUSH	$0.23		2010	4OZ KEEFE COFFEE	$5.00
0583	GEN. MOTRIN (IBPROPN TABS)	$0.51		2011	KF DECAF (CLR PK W/ZIP)	$4.75
0614	GEN. TYLENOL (NON-ASPIRIN)	$0.51		2015	FD COFFEE CLR PK W/ZIP	$6.70
0642	TUMS ORIG. 1-ROLL	$1.20		2035	SALT 10 PK	$0.25
0652	TRIPLE ANTIBIOTIC OINTMENT	$4.55		2036	PEPPER 10 PK	$0.25
0671	GEN. CGH DROPS-CHRY 30	$1.40		2041	BC FRENCH VANILLA CAPPUCCINO	$3.60
				2073	(1 PKT) SINGLE SERVE SF HOT COCOA	$0.40
	WRITING SUPPLIES (taxable at 8.6%)			2078	SUGAR 10 PK	$0.75
1001	LARGE STAMPED ENVELOPE	$0.61		2087	NON DAIRY CREAMER 10 PK	$0.75
1015	MANILLA ENVELOPE	$0.25		2091	SUGARTWIN 10 PK	$0.75
1060	8.5 x 11 LETTER PAD WHITE	$1.90		2100	COOL OFF ORANGE DRINK MIX	$0.40
1070	SKETCH PAD 8.5 X 11 WHITE	$1.00		2105	COOL OFF TEA DRINK MIX	$0.40
1085	BEVELED ERASER	$0.65		2110	COOL OFF FRUIT PUNCH DRINK MIX	$0.40
1086	POCKET DICTIONARY II	$4.05		2120	COOL OFF LEMONADE DRINK MIX	$0.40
1087	SPANISH ENGLISH DICTIONARY	$2.81		2198	SWISS MISS 9OZ	$4.00
5275	READING GLASSES + 1.75	$6.05		2200	SWEET FUSIONS SS ORANGE DRINK MIX	$0.40
5277	READING GLASSES + 2.25	$6.05		2210	SWEET FUSIONS SS FRUIT PUNCH DRK MIX	$0.40
5274	READING GLASSES + 1.50	$6.05		2220	SWEET FUSIONS SS LEMONADE DRINK MIX	$0.40
5276	READING GLASSES + 2.00	$6.00		2282	KEEFE ALTURO BLEND 3OZ	$5.00
5280	READING GLASSES + 3.00	$6.00		2283	KEEFE COLUMBIAN BLEND 3OZ	$6.50
1400	BOWL	$1.05		2303	6OZ ORANGE DRINK	$2.15
1417	SPOON (PLASTIC)	$0.10		2310	6OZ LEMONADE	$2.25
	GAMES (taxable at 8.6%)				**COOKIES/PASTRIES/CRACKERS**	
1300	PLAYING CARDS	$1.55		2757	SWEET & SALTY ALMOND BAR	$1.50
1305	PINOCHLE CARDS	$1.55		2758	CRUNCHY GRANOLA PB BAR	$0.95
1310	DOUBLE SIX DOMINOES	$3.55		2759	CRUNCHY GRNLA OATS n HONEY	$0.95
1315	CHESS SET W/BOARD	$5.05		3010	ZC SOFT CHOC CHIP COOKIE	$1.20
1320	CHECKER SET W/BOARD	$5.05		3015	SOFT OATMEAL RAISIN COOKIE	$1.20
1327	UNO	$7.05		3020	OREO SANDWISH COOKIES	$1.05
				3030	ZC VANILLA CREAM COOKIES	$1.55
	COLD WEATHER THERMALS (tax at 8.6%)			3031	ZC ORANGE-PINAPPLE CREAMS	$1.55
1551	MED THERMAL TOP	$5.00		3035	ZC CHOC CHIP COOKIES	$1.55
1552	LARGE THERMAL TOP	$5.00		3040	ZC ICED OATMEAL COOKIES	$1.55
1553	X LARGE THERMAL TOP	$5.00		3045	ZC DUPLEX CREMES 6 OZ	$1.55
1554	2X LARGE THERMAL TOP	$5.00				
1560	SML THERMAL BOTTOMS	$4.95		2715	FROSTED FLAKES CEREAL 2.1 OZ	$1.80
1561	MED THERMAL BOTTOMS	$5.00		2716	FRUIT LOOPS CEREAL 1.5OZ	$1.65
1562	LRG THERMAL BOTTOMS	$5.00		2725	KELLOGG BROWN SUGAR POPTART 2 PK	$1.50
1563	XLRG THERMAL BOTTOMS	$5.00		3193	KELLOGG STRAWBERRY POPTART 2 PK	$1.50
1564	2XL THERMAL BOTTOMS	$5.00		4314	KELLOGG BLUEBERRY POPTART 2 PK	$1.50
1565	3XL THERMAL BOTTOMS	$4.95		3205	CHOCOLATE MARSHMALLOW	$1.30
				3219	AUSTIN CHEESE ON CHEESE CRACKERS	$0.85

Prices are subject to change without prior notice. Once an inmate has placed his/her order it is considered to be owned by them and we do not give refunds or exchanges. Defective items must be noted at time of commissary pass and returned to the commissary office with the receipt for exchange. We do not credit or exchange for order form errors by inmates. What you order is what you get.

ITEM #	DESCRIPTION	PRICE
3222	AUSTIN PB ON TOASTED CRACKERS	$0.85
3223	AUSTIN PB ON CHEESE CRACKERS	$0.85
3226	ZC CHOCOLATE ICED ZUZU	$1.25
3230	ZC PB WAFER (EA)	$0.80
3231	ZC YUM YUM'S (EA)	$0.40
3248	ZC ICED SWIRL	$1.25
3261	ZC MEGA BUNEEZ	$1.35
3290	ZC STRAWBERRY ZUZU	$1.20
	CONDIMENTS	
6262	MAYONAISE 12/PK	$1.35
6263	MUSTARD 12/PK	$1.25
6264	BAGO KETCHUP 12/PK	$1.25
2035	SALT 10 PK	$0.25
2036	PEPPER 10 PK	$0.25
	CANDY	
4000	M & M PLAIN	$1.25
4001	M & M PEANUT	$1.25
4004	BABY RUTH	$1.25
4005	BUTTERFINGER	$1.25
4010	SNICKERS BAR	$1.25
4013	MILKY WAY BAR	$1.25
4015	NESTLES CRUNCH	$1.25
4019	CHICK O STICK	$0.55
4031	TWIX BAR	$1.25
4032	THREE MUSKETEER BAR	$1.25
4035	REESE PEANUT BUTTER CUP	$1.25
4036	HERSHEY'S CHOCOLATE BAR	$1.25
4100	BUTTERSCOTCH BUTTONS	$1.30
4110	LEMON DROPS	$1.30
4115	RED LICORICE BITES	$1.30
4120	ROOTBEER BARRELS	$1.30
4121	JELLY BEANS 4.25 OZ	$1.30
4135	JOLLY RANCHERS ASST.	$1.50
4145	STARLITE MINTS 3.75 OZ	$1.30
4146	ATOMIC FIRE BALLS	$1.30
4150	SOUR FRUIT BALLS 4.25 OZ	$1.30
4155	SUGAR FREE WILS FRUIT	$1.30
4160	TOOTSIE ROLLS	$1.30
4387	ROCKY ROAD BAR	$1.25

ITEM #	DESCRIPTION	PRICE
	FOOD/SNACKS	
2664	MACARONI & CHEESE 3 OZ	$1.90
2665	SPICY MAC & CHEESE 3 OZ	$1.90
2669	SPICY CHEESY REFRIED BEANS	$2.10
2615	JL ORIG. CHUB 1.625 OZ	$1.85
2617	JL HOT BEEF/CHEESE STICK 1.2 OZ	$2.85
2622	JL HOT SUMMER SAUSAGE 3 OZ	$3.10
6000	CHICKEN RAMEN	$0.95
6001	SHRIMP RAMEN	$0.95
6002	BEEF RAMEN	$0.95
6003	CAJUN SHRIMP RAMEN	$0.95
6004	TEXAS BEEF RAMEN	$0.95
6005	CHILI RAMEN	$0.95
6007	CAJUN CHICKEN RAMEN	$0.95
6011	HOT & SPICY VEGETABLE RAMEN	$0.95
6050	KK INSTANT RICE	$2.20
6112	BBQ CORN CHIPS	$0.85
6116	CHEESE PUFFS	$1.70
6125	HOT CHIPS 1.5 OZ	$0.90
6127	HOT & SPICY PORK RINDS	$1.65
6134	ML CARAMEL POPCORN	$1.55
6137	1.5 OZ CHEESE POPCORN	$0.85
6154	DORITOS NACHO CHEESE 2OZ	$1.15
6159	FLAMING HOT CHEETOS 1.75OZ	$1.15
6167	FRITO LAY CHEESE CRUNCHY 2OZ	$1.15
2737	FRITOS CHILI CHEESE 2OZ	$1.00
6172	BC CHILI NO BEANS	$2.85
6174	BC HOT CHILI W/ BEANS	$2.85
6178	FC MACKERAL	$2.50
6189	FC FISHSTKS/SPICY MUSTARD	$1.85
6190	FC FISHSTKS/GREEN CHILI	$1.85
6191	FC SALMON FLAKES	$2.60
6195	PREMIUM CHICKEN BREAST	$4.10
6196	BC LASAGNA W/BEEF	$2.85
6208	STUDENT MIX 3.75 OZ	$2.00
6211	DELUXE SNACKENS 3.75 OZ	$1.90
6212	SPICY CAJUN MIX 3.5 OZ	$1.90
6213	HEALTH MIX	$1.90
6220	CORNNUTS CHILI PICANTE	$1.45
6296	ORIG FLAVOR BEEF JERKY	$2.35
6412	GRAPE JELLY 1 OZ	$0.45
6415	SINGLE SERVE PEANUT BUTTER	$0.60
6428	CA SHARP CHDR CHEESE SQUEEZE	$1.05
6429	CA JAPAPENO CHEESE SQUEEZE	$1.05
6520	SINGLE SERVE APPLE-CINN OATMEAL	$0.65
6526	(1 PKT) CINN ROLL OATMEAL	$0.65
6527	(1 PKT) MAPLE & BROWN SUGAR OATMEAL	$0.65
6540	ZC STRAWBERRY CEREAL BAR	$0.65
6600	FLOUR TORTILLAS	$1.95
6606	SALTED PEANUTS 1.75 OZ	$0.85
6691	WHITE CHEDDAR POPCORN	$0.95
6826	FRESH CATCH TUNA 4.23 OZ	$3.80
2584	FC TUNA W/JALAPENOS 3.53.OZ	$3.75

w. Contract w/Kim, LLC dba Tower Plaza Cleaners & Laundromat for Dry Cleaning Services

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: Dec. 22, 2015	**Execute Contract** X	**Consent Agenda** X
Subject: Service Contract w/ Tower Plaza Cleaners	**Pass Resolution**	**Public Hearing**
Prepared by: L. Small	**Pass Ordinance**	**1st Discussion**
Reviewed by: Ryan Lukson	**Pass Motion**	**2nd Discussion**
	Other	**Other**

BACKGROUND INFORMATION/ SUMMARY

Benton County Sheriff's Office (BCSO) currently has a contract with Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC for "as needed" dry cleaning and laundry services that terminates December 31, 2015.

The BCSO prepared a Request for Proposals for "as needed" dry cleaning and laundry services and solicited the seven (7) cleaners, which are listed on the attached Resolution that are within a 10 mile radius of the Sheriff's Office.

Columbia Cleaners, Kennewick, WA and Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA was found to have the overall lowest prices relative to the services requested.

There are some BCSO employees who would rather handle their own laundry and use Columbia Cleaners, which is located a block away from the Justice Center. However, Tower Plaza Cleaners & Laundromat LLC's, Pasco, WA offers free delivery and pickup from the Sheriff's Office, which is a benefit to those employees who work 12 hours shifts and cannot make it to the cleaners during regular business hours.

The Sheriff's Office would like to enter into two different personal service contract for "as needed" dry cleaning and laundry services.

RECOMMENDATION

Approve the attached Resolution and Personal Service Contract between Benton County and Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC for as needed dry cleaning and laundry services for the Benton County Sheriff's Office, with a contract amount not to exceed $23,000 including WSST. The term of the contract shall commence January 1, 2016 and shall terminating December 31, 2016; with an option to extend two (2) 12-month periods.

FISCAL IMPACT

Said funds will be paid from the BCSO's budget from the appropriate departments, with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING KIM, LLC DBA/TOWER PLAZA CLEANERS & LAUNDROMAT, LLC A PERSONAL SERVICE CONTRACT FOR "AS NEEDED" DRY CLEANING AND LAUNDRY SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE

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 Benton County Sheriff's Office prepared a Request for Proposals for "as needed" dry cleaning and laundry services and solicited seven (7) cleaners within a 10 mile radius of the Sheriff's Office from the following:

- Columbia Cleaners, Kennewick, WA (see attached breakdown)
- Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA (see attached breakdown)
- Four Seasons Cleaners, Richland, WA (see attached breakdown)
- Green Cleaners, Kennewick, WA (see attached breakdown)
- Tri-City Cleaners & Laundromat, Kennewick, WA (see attached breakdown)
- Home Town Cleaners, Pasco, WA – Did not respond
- Tenth Avenue Cleaners, Kennewick, WA – Did not respond

WHEREAS, Columbia Cleaners, Kennewick, WA and Tower Plaza Cleaners & Laundromat, LLC, Pasco, WA was found to have the overall lowest prices relative to the services requested; and

WHEREAS, there are some Sheriff's Office employees who would rather handle their own laundry service and have the ability to drop their laundry off at a convenient location such as Columbia Cleaners, Kennewick, WA; and

WHEREAS, Tower Plaza Cleaners & Laundromat LLC's, Pasco, WA offers free delivery and pickup from the Sheriff's Office, which is a benefit to those employees who work 12 hours shifts and cannot make it to the cleaners during regular business hours; and

WHEREAS, the Sheriff's Office recommends entering into a contract with Kim, LLC dba/ Tower Plaza Cleaners & Laundromat, LLC for a period commencing January 1, 2016 and terminating December 31, 2016 for "as needed" dry cleaning and laundry services; and

WHEREAS, Tower Plaza Cleaners & Laundromat, LLC has agreed to perform all services provided for the Sheriff's Office in accordance with the attached contract and the rates in Exhibit A for an overall contract amount not to exceed $23,000 including WSST; **NOW, THEREFORE**

Orig: Sheriff's Office
cc: Auditor, S. Araiza, Tower Plaza

Prepared by: L. Small

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the Personal Service Contract to Kim, LLC dba/ Tower Plaza Cleaners & Laundromat, LLC for “as needed” dry cleaning and laundry services with a contract amount not to exceed $23,000 including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Personal Service Contract between Benton County and Kim, LLC dba/ Tower Plaza Cleaners & Laundromat, LLC; and

BE IT FURTHER RESOLVED, the term of the attached Personal Service Contract shall commence January 1, 2016 and shall terminate December 31, 2016. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for up to two (2) 12-month periods.

Dated this _____ day of _____, 2015.

_____
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, S. Araiza, Tower Plaza

Prepared by: L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **KIM, LLC dba/TOWER PLAZA CLEANERS & LAUNDROMAT, LLC**, with its principal offices at 1208 20TH 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)
b. Exhibit A - Quote and Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016 and shall expire on December 31, 2016. 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. Upon mutual agreement of both parties, the original terms and conditions of the Contract may be extended for up to two (2) 12-month periods.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. Perform all necessary dry cleaning and laundry services, to include any necessary repairs, for employees of the Benton County Sheriff’s Office, including pickup and delivery from the Benton County Sheriff’s Office twice a week. All dry cleaning and laundry services shall be completed within two (2) days of pickup by CONTRACTOR.

b. The CONTRACTOR shall be responsible for ensuring the pockets of all laundry are free of any item, including but not limited to pens, that may damage the laundry during the dry cleaning process. Failure of CONTRACTOR to do so will result in payment to the COUNTY of the fair market value of the laundry

damaged.

c. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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

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

f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule outlined in 3.a. above.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name	Joo Kim
Address	1208 20th Ave.
City, State Zip Code	Pasco, WA 99301
Phone:	(509) 547-8738

b. For COUNTY:

Name	Lisa Small,
Address	7122 W. Okanogan Place, Bldg. B
City, State Zip Code	Kennewick, WA 99336
Phone:	(509) 735-6555 Ext. 3880
Fax:	(509) 736-3895
Email:	Lisa.Small@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit A, “Quote and Compensation” which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **$23,000** including WSST.

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

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month for the previous months work performed. 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. <u>INSURANCE</u>

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.

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. <u>TERMINATION</u>

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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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 actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR 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.

28. <u>OBLIGATION TO SAFEGUARD</u>

The CONTRACTOR acknowledges that some of the clothing taken temporary custody of includes police uniforms currently in use by sworn peace officers employed by the Benton County Sheriff's Office and as such represent important public safety equipment that must be safeguarded against theft, loss or unauthorized access. The CONTRACTOR acknowledges that unauthorized use of such uniforms may result in criminal impersonation of police officers by criminal third parties and may lead to property loss, and bodily injury of death to victims. Accordingly, CONTRACTOR agrees to take all reasonable steps to safeguard any law enforcement uniforms that are temporarily in its custody for laundry services. The steps include, but are not limited to:

a. Ensuring that law enforcement uniforms are stored in a secure portion of CONTRACTOR's premises away from clothing that will be available for customer pickup so as to avoid confusion and inadvertent access by walk-in customers.

b. Ensure that only CONTRACTOR and bona fide employees has access to the law enforcement uniforms.

c. Ensuring that a system is in place by which CONTRACTOR can track the number and type of uniforms it has in custody at any given time in such a manner that theft, loss or misuse can be detected immediately and the type, size, description etc. of any missing uniforms can be readily ascertained.

d. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify, defend and hold COUNTY harmless for any claims, liability, attorney fees, judgements, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a result of use or handling

(including misuse or mishandling) of any uniform while it is legally in CONTRACTOR's custody.

e. CONTRACTOR and bona fide employees shall pass a Sheriff's Office background investigation prior to handling uniforms under this Contract. This entails providing your full name, date of birth, driver's license number, and if necessary, finger prints with a payment of $34.75 for livescan, or $52.75 if required to ink roll the finger print, to COUNTY'S representative at least 48 hours prior to the anticipated need to handle the uniforms.

f. CONTRACTOR shall immediately (within 24 hours) report any incident where CONTRACTOR, or any of its employees, are arrested or convicted of a crime, or informed by police that CONTRACTOR is a suspect in a crime. Upon receiving such information, CONTRACTOR shall report such information to COUNTY within 24 hours.

g. Immediately (i.e. within 15 minutes) upon learning of the loss, stolen, or misuse of any law enforcement uniform in its custody, CONTRACTOR shall contact the on-duty patrol Sergeant at the Benton County Sheriff's Office at (509) 783-1451 ext. 3293, and report such loss, theft or misuse including the type, size and description of the lost, stolen, or misused uniform, the approximate time of the loss, and the circumstances under which it occurred.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2016.

Dated: _____

BENTON COUNTY

_____
Jerome Delvin, Chairman

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 12/11/15

KIM, LLC dba/TOWER PLAZA CLEANERS LAUNDROMAT, LLC

_____
Signature

Manager
Title:

Meribeth S. Gomez
PRINTED NAME

EXHIBIT A – QUOTE AND COMPENSATION

PROJECT DESCRIPTION:
Benton County Sheriff is soliciting qualifications and quotation proposals for uniform cleaning from January 1, 2016 – December 31, 2018.

The following is a brief description of what Benton County is soliciting a quotation for, but not limited to:

Uniforms (2 Piece)	$ 5.00	Blouse / Skirt	$ 3-00
Trousers	$ 2-25	Sport Coat / Blazer	$ 3-50
Laundered Shirt	$ 2-25	Rain Coat	$ 4-50
Dry Cleaned Shirt / Pants	$ 3-00	Winer Coat	$ 4-50
Neck Tie	$ 1-50	Water-Proofing	$ 4-50
Sweater	$ 3-00	Coveralls	$ 7-00
Pants / Shirt Starched	$ 3-00	Labcoat	$ 5-50

Minor Repairs (such as: buttons, split seams, etc) $ 6-00

Does your company have the ability to deliver and pick up items? YES/NO FREE

Do you have multiple locations within the Tri-City's area? YES/NO

Would your company consider a flat monthly rate based on average use? YES/NO

Company Name Tower Plaza Cleaners

Address: 1208 N 20th Ave Pasco WA 99301

Phone Number: (509) 547-8738

Email: tpcleaners01@gmail.com

Bidder Name: Meribeth Gomez (Print Name) Title: General Manager

Bidder Signature:

Tower Plaza
CLEANERS & LAUNDROMAT
1208 20th AVE.
PASCO, WA 99301

Dry Cleaning Services Request for Proposals for Calendar Year 2016

	Columbia Cleaners	Tower Plaza	Four Seasons Cleaners	Green Cleaners	Tri City Cleaners	Home Town Cleaners - Did not Respond	Tenth Avenue Cleaners - Did not Respond
Uniforms (2 piece)	5.40	5.00	5.00	10.99	7.35	-	-
Trousers	2.70	2.25	3.50	5.49	5.20	-	-
Laundry Shirts	1.90	2.25	1.50	1.99	2.00	-	-
Dry-Cleaned shirt/pants	2.70	3.00	3.50	5.49	4.70	-	-
Neck Tie	1.57	1.50	2.50	3.74	2.65	-	-
Sweater	2.86	3.00	3.50	5.99	4.70	-	-
Pants Starched	2.70	3.00	5.00	6.24	6.20	-	-
Shirt Starched	1.90	3.00	1.50	1.99	7.50	-	-
Blouse / Skirt	2.70	3.00	3.50	5.99	5.20	-	-
Sport Coat / Blazer	3.41	3.50	5.00	7.99	6.10	-	-
Rain Coat	6.54	4.50	10.00	11.95	16.95	-	-
Winter Coat	4.87	4.50	10.00	12.89	10.95	-	-
Water - Proofing	2.16	4.50	10.00	N/A	5.00	-	-
Coveralls	6.39	7.00	10.00	N/A	15.00	-	-
Lab coat	4.81	5.50	5.00	6.99	6.00	-	-
	52.61	**55.50**	**79.50**	**87.73**	**105.50**	-	-
Minor Repairs	.50 to 3.50	$6	Free w/ supplies or $3	$1 - $5	$1 and up		
Ability to deliver:	No	Yes	Yes	Yes	No	-	-
Multiple locations:	No	No	Yes	No	No	-	-
Flat Monthly Rate	No	No	Yes	Yes	No	-	-
Proof of Insurance (Required)	Yes	Did not provide	Did not provide	Did not provide	Did not provide	-	-

x. Contract w/Universal Protection Service for Unarmed Security Guard Services

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: December 22, 2015	**Execute Contract**	X	**Consent Agenda**	X
Subject: Contract w/Universal Protection Service, LP	**Pass Resolution**	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: L. Small	**Pass Motion**		**2nd Discussion**	
Reviewed by: Ryan Lukson	**Other**		**Other**	

BACKGROUND INFORMATION/ SUMMARY

As per Resolution 2014-105 the Board of Commissioners awarded the Personal Service Contract to Olympic Security Services, Inc. for unarmed security guard services for the jail lobby and Justice Center located in Kennewick, WA and District Court located at the Courthouse in Prosser, WA.; with a termination date of December 31, 2015.

Benton County was notified that Olympic Security was selling the Company to Universal Protection Service, LP. Per the letter dated October 13, 2015, the Chairman Pro-Tem of the Board of Commissioners signed the letter of consent to assign the terms and conditions of the original contract to Universal Protection Service for the remainder of the term of the contract.

The Benton County Sheriff's Office recommends entering into a two (2) year personal service contract with Universal Protection Service, LP with an option to extend the original terms and conditions of the contract for three additional 12-month periods.

RECOMMENDATION

Approve the attached Resolution and Personal Service Contract between Benton County and Universal Protection Service, LP for unarmed security guard services for the Jail Lobby and Justice Center located in Kennewick, WA and District Court located at the Courthouse in Prosser, WA, with a contract term expiring December 31, 2017, with a contract amount not to exceed $350,000 plus WSST for a two year term. Upon mutual agreement of both parties, the original terms and conditions of the Contract may be extended for three (3) 12-month periods.

APPROVED AS TO FORM

Ryan Lukson, DPA

FISCAL IMPACT

A two year contract amount not to exceed $350,000 plus WSST. These services are approved in the budget process and are paid out of the Sheriff Custody and Insurance Management budget.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND UNIVERSAL PROTECTION SERVICE LP FOR UNARMED SECURITY GUARD SERVICES FOR THE JAIL LOBBY AND JUSTICE CENTER LOCATED IN KENNEWICK, WA AND DISTRICT COURT AT THE COURTHOUSE IN PROSSER, WA

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, as per Resolution 2014-105 the Board of Commissioners awarded the Personal Service Contract to Olympic Security Services, Inc. for a total contract amount not to exceed $310,000, with a termination date of December 31, 2015; and

WHEREAS, per the letter dated October 13, 2015, the Chairman Pro-Tem of the Board of Commissioners signed the letter of consent to assign the terms and conditions of the original contract to Universal Protection Service for the remainder of the term of the contract; and

WHEREAS, the Benton County Sheriff's Office recommends entering into a two (2) year Personal Service Contract with Universal Protection Service, LP with an option to extend the original terms and conditions of the Contract for three (3) additional 12-month periods; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation to enter into a Personal Service Contract with Universal Protection Service, LP for unarmed security guard services for the Jail Lobby and Justice Center located in Kennewick, WA and District Court at the Courthouse in Prosser, WA for a two (2) year contract not to exceed $350,000 plus WSST; and

BE IT FURTHER RESOLVED, the term of the Contract shall commence January 1, 2016 and shall expire on December 31, 2017. Upon mutual agreement of the parties, the original terms and conditions of the contract may be extended for three (3) 12-month periods; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Personal Service Contract between Benton County and Universal Protection Service, LP.

Dated this _____ day of _____, 2015

_____
Chairman of the Board

_____
Member

_____
Member

Attest _____
Clerk of the Board

Original: BCSO
cc: Auditor; PA; Universal Protection Service

L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **UNIVERSAL PROTECTION SERVICE LP**, a California Corporation with its principal offices at 1551 North Tustin Avenue, Suite 560, Santa Ana, CA 92705, (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)
b. Exhibit A – General Conditions and Scope of Work and Services
c. Exhibit B – Quote Form
d. Exhibit C – Benton County District Court Order No. 05-2-00001-2

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016 and shall expire on December 31, 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. Upon mutual agreement of both parties, the original terms and conditions of the Contract may be extended for three (3) 12-month periods.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A – General Conditions and Scope of Work and Services", which is attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

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

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

Randy Neely, Regional Manager
801 South Fidalgo Street, 2nd Floor
Seattle, WA 98108
Tel: (206) 448-4040
Fax: (206) 448-2461
Email: Randy.Neely@UniversalPro.com

b. For COUNTY:

Tim French, Security Supervisor
7122 West Okanogan Place, Bldg. B
Kennewick, WA 99336
Tel: (509) 735-6555 Ext. 3067
Fax: (509) 736-3895

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY is set forth in “Exhibit B – Quote Form”, which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **$350,000** plus Washington State Sales Tax if applicable.

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

d. The CONTRACTOR may, in accordance with Exhibit B – Quote Form, 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. <u>AMENDMENTS AND CHANGES IN WORK</u>

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. <u>INSURANCE</u>

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

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

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

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

c. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, 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:

$3,000,000 General Aggregate
$3,000,000 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

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, 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.

e. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, 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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

9. Compensation and/or payments due to CONTRACTOR under this 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.

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

All insurance required under this Contract shall be issued by

companies authorized to do business under the laws of the State of Washington 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.

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. <u>TERMINATION</u>

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); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this 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

protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2016.

Dated: _____

BENTON COUNTY

_____
Jerome Delvin, Chairman
Benton County Commissioner

Approved as to Form:

_____
Ryan J. Lukson, Civil DPA

Dated: 12/14/15

UNIVERSAL PROTECTION SERVICE

_____
Signature

_____
Title: President

Steve Claton
PRINTED NAME

EXHIBIT A

SECTION 1 – GENERAL CONDITIONS

BASIC RESPONSE
Contractor shall provide unarmed security guard services for and around the Benton County Justice Center and the Benton County Courthouse. The services requested involve the provision of unarmed security patrol and security guard services for the following buildings:

Benton County Justice Center 7122 W. Okanogan Pl. Kennewick, WA 99336	Benton County Jail 7122 W. Okanogan Pl. Kennewick, WA 99336	Benton County Courthouse 620 Market Street Prosser, WA 99350

Benton County Justice Center
Three (3) security guards (one security guard being the account manager, one shift leader, and one screener) are required to be on duty for the operation of the Court Security Screening Stations during the hours of operation:

Monday – Friday:
7:30 a.m. to 5:00 p.m. – Screening station crew of one guard will begin at 7:30 a.m. at the main entrance of the Justice Center and remain on duty at this location until 5:00 p.m.

8:00 a.m. to 4:00 p.m. – One (1) account manager and one (1) shift leader will begin at 8:00 a.m. at the main entrance of the Justice Center and remain on duty until 4:00 p.m. These positions will serve as screening guards as well as relief for security guards to take their breaks, and perform other special duties.

Benton County Jail
One (1) security guard is required to be on duty for the operation of the Jail Security Screening Station during the following hours of operation:

Monday:
7:00 a.m. to 4:00 p.m. – Screening station crew of one guard will begin at 7:00 a.m. at the main entrance to the Jail and remain on duty at this location until 4:00 p.m.

Tuesday – Friday:
7:00 a.m. to 5:30 p.m. – Screening station crew of one guard will begin at 7:00 a.m. at the main entrance to the Jail and remain on duty at this location until 5:30 p.m.

Saturday:
8:00 a.m. – 4:00 p.m. – Screening station crew of one guard will begin at 8:00 a.m. at the main entrance to the Jail and remain on duty at this location until 4:00 p.m.

Benton County Courthouse (Prosser)
One (1) security guard is required to be on duty for the operation of the Court Security Screening Station during the following hours of operation:

Tuesday:
8:00 a.m. to 4:00 p.m. – Screening station crew of one guard will begin at 8:00 a.m. at the entrance to the courtroom located on the 3rd floor and remain on duty until 4:00 p.m. or the close of court; whichever is

later, at which time the courtroom entrance will be secured.

Thursday:
8:00 a.m. to 4:00 p.m. – Screening station crew of one guard will begin at 8:00 a.m. at the entrance to the courtroom located on the 3rd floor and remain on duty until 4:00 p.m. or the close of court; whichever is later, at which time the courtroom entrance will be secured.

Days of Operation
The Contractor shall provide services on all normal business days of the County, to include Saturdays at the jail, except as noted above at the Benton County Courthouse location.

Standard Company Uniform
The Contractor shall provide Contractor's employees, agents, representatives, and subcontractors with Contractor's standard company issue uniform to be worn at all times work is performed pursuant to the Contract.

SCOPE OF WORK AND SERVICES

A. SCREENING STATION PERSONNEL

1. JOB DESCRIPTION

The job description of screening station personnel shall include, but may not be limited to:

a. To monitor the entrances of specified buildings and courtrooms during assigned hours.

b. To direct the public through the screening area(s).

c. To monitor the public and watch for any potential disturbances.

d. If a person sets off the alarm and refuses to be searched and/or continues to move toward a court, screening station personnel will immediately notify the Sheriff's desk and/or radio. Screening station personnel will not detain, or attempt to apprehend this individual. At the direction from the Sheriff's Department, the screening station personnel will assist as requested.

e. Screening station personnel will become familiar with the Justice Center and Courthouse and be able to give directions to the public.

f. Screening station personnel will provide their own relief for breaks and there will be at least one (1) screening station officer at the monitor station(s) at all times.

g. Screening station personnel will be trained in and be able to follow the Emergency Response Plan with the Sheriff's Department for both the Justice Center and the Courthouse.

h. Screening station personnel will continue to follow the guidelines of Benton County Sheriff's regulations/manuals.

i. Screening station personnel will become familiar with the Sheriff's radio procedures for the

Justice Center.

2. **QUALIFICATIONS FOR SCREENING STATION POSITIONS**
The qualifications for screening station positions shall include, but may not be limited to:

a. Public relations skills.

b. Report writing skills.

c. Have the ability to recognize situations/individuals who may pose a threat to the public.

d. Good communications skills.

e. Ability to handle situations/individuals under stressful conditions.

f. Ability to follow directions, without hesitation under stressful conditions.

g. Other qualifications as provided in sections 3, 4, and 5, below.

3. **EDUCATION AND EXPERIENCE**
The education and experience for screening station guards shall include, but may not be limited to:

a. Possess a high school education or equivalency, and have two (2) years of experience demonstrating the following:

- the ability to meet and deal with the general public preferably in security situations;
- the ability to detailed orders, read, understand and apply printed rules, instructions, and training materials;
- the ability to maintain poise and self-control under stress;
- the ability to write clear and concise reports.

4. **TRAINING**
The Contractor shall train screening station personnel in the following security areas before being assigned for duty under this Contract:

Required Minimum Type of Training	Hours
Bomb Procedure/Building Evacuation	2
Radio Procedure	½
Report Writing	3
Screening Equipment Training	1
Sexual Harassment Awareness Training	2
Minimum Total Required Hours	8.5

Training outlines for required training must be approved by the County prior to instruction.

All training must be tested and records of results must be made available for County inspection. The Contractor shall provide documentation of completion of training for each individual before being assigned for duty under this Contract.

5. <u>TYPICAL DUTIES</u>

Typical duties shall include, but may not be limited to:

a. Post assignments:

i. Entrance Control Post (stationary guard): When directed to do so, perform package inspection and log all incoming packages (UPS, deliveries, client personal items such as cigarettes, money & clothing) being brought into the facility.

ii. Building Rules and Regulations: Observe building occupant and visitors for compliance with rules and regulations.

iii. Lost and Found: Receive and turn in lost articles to the Sheriff's Department.

iv. Law and Order: Summon Sheriff or Police support when necessary.

v. Unauthorized Access: Discover persons attempting to gain unauthorized access to property.

vi. Hazardous Conditions: Report within a reasonable time potentially hazardous conditions and items in need of repair, including inoperative lights or slippery floor surfaces, etc.

vii. Injury or Illness: Obtain professional assistance in accordance with Contractor's procedures in the event of injury or illness to employees or others while in the building or on the grounds.

viii. Additional Duties: Open and secure doors and gates in the work area.

ix. Reports and Records: Prepare required reports on accidents, fires, bomb threats, unusual incidents and unlawful acts and provide to Sheriff's Department.

x. Civil Disturbances: At the direction of the Sheriff's Department, perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, or other criminal acts adversely affecting the security or safety of the county government, its employees, and the general public lawfully in buildings or on the grounds under the control of Benton County.

xi. Emergencies: Respond to building emergencies in accordance with Contractor's established procedures, including contacting appropriate County personnel.

b. Building Access:

i. Monitor perimeter doors security access system, reporting equipment failures as necessary.

ii. Admit delivery/repair personnel when directed to do so by authorized County personnel.

c. Other:

i. Other duties as assigned or agreed upon by the County and the Contractor.

6. <u>HEALTH AND PHYSICAL FITNESS REQUIREMENTS</u>

The Contractor shall ensure that all employees assigned in good general health without any physical defects, abnormalities, or disabilities that would interfere with hinder, or prevent the full performance of duties and essential functions. They shall possess binocular vision, correctable to 20/20 (Snellen), and shall not be colorblind. They shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet with or without benefit of artificial hearing devices.

7. <u>APPEARANCE AND BEHAVIOR</u>

Contractor shall implement policies related to its employees performing any work contemplated by this Contract in order that all such employees maintain an appearance, attitude and job knowledge consistent with the County's desire to maintain a favorable and professional public image. Such policies shall include, but may not necessarily be limited to, ensuring that employees do not: make or receive phone calls, chew gum or tobacco, smoke, eat, read unauthorized material, groom themselves or display excessive amounts of, or inappropriate, body art or body/facial piercings while in public view and discharging Contractor's duties pursuant to this Contract. Ensuring that employees do: wear the uniform provided by Contractor and approved by County, wear County provided and approved identification, and wear a Contractor provided and County approved badge at all times while in public view and discharging Contractor's duties pursuant to this Contract. Such uniform and badge are subject to prior approval by the Benton County Sheriff or his designee, shall prominently identify the wearer as a security officer and shall display the name of Contractor in the case of the uniform, may not imply with use of the words “police” “law enforcement” “Sheriff”, or similar word/phrase, affiliation or employment by a certified law enforcement agency, and shall not imply in any way that the wearer is an employee of Benton County.

County reserves the right, at any time and in its sole discretion, to direct Contractor to remove any of its employees from performance of duties pursuant to this Contract on County premises for non-compliance with the provisions in this section. Immediately upon receiving notification by County of the unsuitability of an employee assigned to discharge duties pursuant to this Contract, Contractor shall recall such employee and replace the employee with another suitable employee immediately. Under such circumstances, such employee may not be placed back on duty pursuant to this Contract until County has been assured in writing that any problems have been rectified and corrective action has been taken to ensure that future non-compliance is less likely to occur. Contractor maintains sole discretion as to what, if any, disciplinary action needs to be taken under these

circumstances.

8. UNIFORMS

Security Personnel shall wear the uniform of the security guard contractor at all times when on duty. Uniforms shall include a badge or other insignia designating the person as a security officer and will be subject to approval by the County. All personnel working pursuant to the Contract shall wear uniforms approved by Benton County and described generally as follows: blue blazer, gray dress pants, white shirt, dark blue tie, name tag, security firm patch, black accessories, black shoes, and gray socks.

9 USE OF FORCE BY CONTRACTOR EMPLOYEES

Contractor employees performing duties pursuant to this Contract have no County vested arrest powers and shall not utilize common- law "citizen's arrest" powers in the course of their duties pursuant to this Contract. Contractor employees shall detain persons for only such time as is necessary to check such persons and their belongings for prohibited items utilizing the walk - through metal detector, luggage scanner, hand-held metal detector, and pat-downs when necessary and appropriate. Contractor employees shall not utilize physical force to detain persons while they are being checked for prohibited items. Contractor employees shall not use force on any persons during the performance of their duties pursuant to this Contract except under the following circumstances: a) to defend themselves from a threat of harm; b) to defend a third-person from a threat of harm; c) when directed by a peace officer to assist. Such force may include, if reasonable, physically detaining an aggressor until such time as a commissioned peace officer is able to take the aggressor into custody. In all circumstances where Contractor employees are authorized to use force, such force utilized shall be reasonable under the circumstances reasonably apparent to such employee.

10. POSSESSION OF WEAPONS BY CONTRACTOR EMPLOYEES

Contractor employees shall not possess, on their persons or readily accessible to their persons, while on County property discharging duties pursuant to this Contract, any weapon prohibited by Benton County District Court Order No 05-2-00001-2 entitled "Order Re: Weapons Prohibited, Areas, and Security Screening" attached hereto as Exhibit C, except as necessary in the course of their duties in removing such prohibited weapons from the persons or belongings of people being screened, or in taking temporary custody of prohibited but legal items that are being entrusted to them while the owner conducts business within the Justice Center. In all cases where prohibited and illegal weapons are confiscated from the person or belongings of people being screened, Contractor employees shall immediately, or as soon as practicable, request the attendance of the Benton County Sheriff's Office Court Security Deputy or other fully-commissioned Deputy (not courtroom bailiffs), utilizing radio communications if appropriate, in order for such prohibited and illegal weapon to be secured. The prohibition against possession of weapons by Contractor employees does not apply to legally owned and possessed weapons properly secured in an employee's privately owned vehicle while such vehicle is parked in a County parking lot.

11. REVOCATION OF SECURITY CLEARANCE

Upon a finding of any violation of the provisions in sub-heading 9 Use of Force by Contractor Employees, or sub-heading 10 Possession of Weapons by Contractor Employees, the Benton County

Sheriff may elect to revoke a violator's security clearance. Under such circumstances, immediately upon written notification to Contractor, Contractor shall ensure that such violator is no longer assigned to discharge Contractor's duties pursuant to this Contract. Also, under such circumstances, the violator may be barred from entry upon County property for purposes of his/her employment immediately upon verbal notification by the Benton County Sheriff or his designee. Any other disciplinary measures, including discharge of the employee, are completely within the discretion of Contractor. Nothing herein excuses Contractor from discharging its duties pursuant to this Contract in any way and, if any employee has his/her security clearance revoked and/or is barred from County premises, Contractor shall promptly replace him/her with a suitable replacement employee.

B. GENERAL PROVISIONS

1. SUPERVISION

The account manager shall:

a. Schedule monthly manpower assignments for courthouse complex.
b. Schedule and record sick leave, vacation, floating holidays, and training.
c. Maintain records as needed or required by Sheriff's department.
d. Meet and work with the Benton County Sheriff's designee on high profile cases and also coordinate security with the Sheriff's department.
e. Conduct uniform and equipment inspections on security personnel.
f. Work with the Sheriff's Department and/or other personnel to maintain a harmonious working relationship.
g. Work with the Sheriff's Department on specific crowd control plans.

2. CONTRACTOR START UP REVIEW

Immediately after award of this Contract and prior to performance, the Contractor's representative and the Sheriff's Department shall make an on-site in-depth review of the total job requirements. During the review period, the Contractor will be required to cure any issue of finding by the Benton County Sheriff's Office representative. The startup review shall include but not be limited to the following:

a. The general type of work performed by the building tenants and concerns particular to those tenants.
b. Guard assignments including specific shift hours.
c. Floor plans and area maps of the facilities which depict emergency evacuation routes, the location and type of each fire alarm and special instruction pertaining to security controls.
d. Details of the company training program and how the company will provide proof of training for all new guards.
e. Policy and specific procedures for responding to emergency alarms, bomb threats, or suspected incendiary devices in the particular facility being protected.
f. Required reports, logs and forms.

3. WORK SCHEDULING PROCEDURES

The criteria for guard establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein:

a. The duties of guard posts require that a guard not leave the assigned post until properly relieved.

b. All guards shall be in uniform and ready to begin work promptly at the start of their shift. All guards shall remain on the job and in full uniform until the end of their full tour of duty.

c. Lunch and breaks shall be taken while on duty, in designated areas on the premises.

d. Contractor shall maintain a telephone number by which a responsible person may be reached by any County representative 24 hours a day, 365 days a year in order to communicate or discuss matters of importance related to this Contract such as emergency scheduling, emergencies, etc. The availability of Contractor via this telephone number shall not be regarded as "on-call" availability and shall not be grounds for any further compensation.

4. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining, maintaining and providing documentation of obtention and maintenance of any and all licenses and permits required by law for provision of services pursuant to this Contract and RCW 18.170. Such responsibility shall include paying any and all costs for said permits and licenses.

5. CALL LIST

The Contractor shall be provided with a list of County employees, including the Sheriff's representative, to be called in the event of an emergency.

The Contractor shall provide to the Sheriff's representatives a list of emergency numbers which shall include, but not be limited to: 1) A 24-hour business telephone number, 2) Off-site Lead/Relief person's home telephone number, 3) On-Site Lead/Relief person's home telephone number, and 4) Guard service business number for an area supervisor.

It shall be the responsibility of the Contractor to notify the Sheriff's representative immediately of any changes in personnel, and to confirm that the list provided is current on a monthly basis.

6. IDENTIFICATION

Guards are required to carry an identification badge to be issued by the Contractor that is clearly visible on their person when on duty. Any expense incurred for badges, throughout the term of the Contract, shall be borne by the Contractor.

7. ROUTINE CHANGE IN SERVICE (ONE OR TWO PEOPLE)

Should there be a change in County's requirement for security guard service; the Contractor will adjust the number of personnel when required. The County will make a reasonable attempt to give the Contractor at least twenty-four (24) hours written or verbal notice whenever there is to be an increase or decrease in personnel. There will be times, however, when an immediate manpower adjustment is necessary. Any change in personnel will not affect the quoted man-hour rate to be paid for the service provided set forth in Exhibit B.

8. EMERGENCY GUARD SERVICE

Benton County reserves the right to require additional screening station guards on the site in a minimum amount of time (i.e. without 24 hour notice to the Contractor) and the Contractor shall be able to supply at least five (5) screening station guards under such conditions.

9. CRIMINAL ACTION

Contractor employees may be subject to criminal actions as allowed by law. Examples of these include, but are not limited to, falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission, from official documents or records, and unauthorized use of government property, theft, vandalism, immoral conduct, assault or any other illegal activity.

10. DISQUALIFICATION OF GUARD PERSONNEL

The Sheriff's representative reserves the right to notify the Contractor to remove any Contractor personnel from duty, to have them replaced when a guard's continued placement by the Contractor at County facilities, pursuant to this or any other Contract, is deemed by the Sheriff's representative or his/her designated representative to be contrary to the public interest or inconsistent with the best interests of the County for any reason whatsoever.

Additionally, conviction of a crime involving moral turpitude will be reason for disqualification as to initial and further subsequent placement of guard personnel by the Contractor in any work performed under this Contract. The arrest for and/or conviction of any crime may be cause for disqualification as to initial and further subsequent placement of guard personnel by the Contractor in any work performed under this Contract at the discretion of the County.

11. PERFORMANCE EVALUATION MEETINGS

The Contractor's representative shall meet with the Sheriff's representative weekly during the first 3 months of the Contract. Thereafter, meetings will be as often as necessary at the discretion of the Sheriff's representative, but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by Contractor's representative, shall be signed by Sheriff's representative.

12. PERSONNEL/SECURITY CLEARANCE

Prior to being permitted to assume duties pursuant to this Contract on County property, Contractor employees shall pass a thorough background investigation administered by the Benton County Sheriff's Office. In order to accomplish that, prior to assigning any employee to duties pursuant to this Contract on County property, Contractor shall supply County with the following information on the employee:

a. Full, legal name, and any aliases;
b. Date of Birth;
c. Washington Driver’s License Number;
d. Current address(residence);

e. Physical description;
f. One current color photograph (at least 2" x 3" full face front, head and shoulders only);
g. Copy of the permanent(not temporary)individual State Guard License for each prospective Guard;
h. Department of Motor Vehicles Driving Record.
i. Payment of $34.75 for livescan, or $52.75 if necessary to ink roll the finger print

The Contractor shall provide the same information for each of the prospective employees to be assigned to each County site during the term of the Contract.

All of the Contractor's employees assigned to each County site shall be subject to a background security investigation prior to receiving written authorization from the County Sheriff's representative. This investigation shall include, but not be limited to clearance through Benton County Sheriff's Department. Benton County reserves the right to deny written authorization to any guard.

Security clearances shall be granted or revoked at the sole discretion of the Benton County Sheriff or his designee, and revocation shall be permitted for reasons including any issue related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. County reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance. The background investigation process may involve requiring Contractor employees to fill out statements, which may or may not, be under oath. Contractor shall ensure that such statements are filled out as a pre- condition to passing the background investigation and receiving a security clearance. Contractor shall maintain employees who are recipients of County security clearances above and beyond those actually required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing or similar needs without resorting to employees who are not the recipient of security clearances.

Contractor shall implement policies pertaining to employees who are the subject of County security clearances requiring them to report to Contractor within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. Contractor shall, in turn, notify County in writing within 24 hours of receiving any such notification from one of its employees.

In the event the Benton County Sheriff determines that it is appropriate to revoke any person's security clearance, he shall do so in writing directed to Contractor and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall become effective immediately upon verbal notification, if made, as long as it is followed by written

notification to Contractor. Upon such notification, it shall be Contractor's duty to replace the employee whose security clearance is revoked, with another suitable employee.

Nothing in this section shall be construed as infringing in any way upon Contractor's discretion to hire and retain employees of its own choosing.

13. <u>ADDITIONAL PROVISIONS</u>

The Contractor warrants that all security guards shall be licensed, bonded, and uniformed.

The Contractor shall report directly to the Benton County Sheriff or the Sheriff's representative.

The Contractor shall submit reports with documentation of all incidents that are considered security breaches, incidents, equipment and system failures.

The Contractor shall provide an itemized billing showing breakdown of charges by each location on a monthly basis.

Security guards shall check-in daily at locations specified by the Sheriff's Department.

The Contractor shall provide name and resume of each individual assigned under this Contract and the individual assigned to back up the primary person in his/her absence for security clearance to the Benton County Sheriff's Department.

14. <u>RADIOS</u>

Radios shall be purchased and issued by the County for use by Contractor personnel. The Contractor shall be liable for the replacement cost of any radios lost or damaged as a result of negligence or misuse by Contractor personnel. The County will bear the expense of repair and replacement due to normal wear and tear.

EXHIBIT B - QUOTE FORM

FACILITY	**A** NUMBER OF GUARDS	**B** SHIFT AND TOTAL HOURS	**C** COST PER GUARD PER HOUR	EXTENSION (A X B X C = COST PER SHIFT)
Benton County Justice Center	Monday - Friday 1	7:30 – 5:00 9.5 hours	$ 14.75	$ 140.13
	Account Mgr. 1	8:00 – 4:00 8 hours	$ 18.95	$ 151.60
	Leader 1	8:00 – 4:00 8 hours	$ 15.75	$ 126.00
Benton County Courthouse	Tuesday 1	8:00 – 4:00 8 hours	$ 14.75	$ 118.00
Benton County Courthouse	Thursday 1	8:00-4:00 8 hours	$ 14.75	$ 118.00
Benton County Jail	Monday 1	7:00 – 4:00 9 hours	$ 14.75	$ 132.75
Benton County Jail	Tuesday – Friday 1	7:00 – 5:30 10.5 hours	$ 14.75	$ 154.88
Benton County Jail	Saturday 1	8:00 – 4:00 8 hours	$ 14.75	$ 118.00
			Total Daily	$ 1,059.36

***All hours listed above are the hours of operation. Guards will be relieved for breaks and for lunch. Hours scheduled in the jail, the guard will be relieved for breaks and the lobby will close for lunch. Prosser Courthouse on Tuesdays and Thursdays the guard will take a 30 minute lunch. All schedules for locations are subject to change.

BIDDER:_____
(signature)

E. KAY STAPLES
OCT 19 2005
FILED

EXHIBIT C

IN THE DISTRICT COURT OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

In re the Matter of.	)	
	)	
WEAPONS PROHIBITED, AREAS,	)	NO. 05-2-00001-2
AND SCREENING FOR SECURITY	)	
IN THE BENTON COUNTY JUSTICE	)	ORDER RE: WEAPONS PROHIBITED,
CENTER AND THE PROSSER COURT	)	AREAS, AND SECURITY SCREENING
HOUSE	)	

The Court, upon the Court's own motion, makes the following findings:

1. In 1993 the Legislature amended RCW 9.41.300 to enlarge the prohibition against weapons in court facilities to include: "(1)(b)... those areas in any building which are used in connection with court proceedings, including courtrooms, jury rooms, judge's chambers, offices and areas used to conduct court business, waiting areas, and corridors adjacent to areas used in connection with court proceedings. The restricted areas do not include common areas of ingress and egress to the building used in connection with court proceedings when it is possible to protect court areas without restricting ingress and egress to the building. The restricted areas shall be the minimum necessary to fulfill the objective of this subsection (1)(b)."

2. At the same time, the Legislature also amended RCW 9.41.300 to provide: "(1)(b)... [t]he local judicial authority shall designate and clearly mark those areas where weapons are prohibited and shall post notices at each entrance to the building of the prohibition against weapons in restricted areas."

3. Weapons shall include: firearms, gravity activated knives, spring loaded knives, switchblades, knives over two inches in length, and martial arts implements or any other thing that may be used as a weapon such as explosives substances, mace, pepper spray, or similar items, box knives, screwdrivers, scissors, letter openers, chains over 20 inches in length, provided that the following may be permitted into the building: (1) weapons carried by commissioned law enforcement officers and Superior Court Bailiffs who are on duty; (2) weapons or other items in the possession of law enforcement officers or deputy prosecuting attorneys that are brought into court facilities to be used

in and exhibited in a pending case; (3) weapons carried by armored car service providers under contract with the County to provide such services during the provision of such services; (4) tools of the trade in possession of construction workers, repair and maintenance workers and others who are on assignment in the building; (5) office equipment and supplies and ordinary kitchen utensils, in the possession of persons employed in the building that are being brought into the building for ordinary use.

4. It is the responsibility of the judiciary, and within its inherent power, to take reasonable steps to provide access to justice for all citizens and to ensure that persons who come to the court, including parties, witnesses, victims, jurors and staff, are protected from violence and threats of violence while in court facilities.

5. It is reasonable and prudent to require citizens, attorneys, jurors, victims, witnesses, litigants, and others with business at the above mentioned facilities to be required to pass through security screening for the above mentioned weapons for a period of time prior to, throughout, and following normal business hours.

6. It is reasonable and prudent to provide victims, witnesses, litigants, deputy prosecutors and others with business in the above mentioned facilities who have specific security concerns entry supervised by the Sheriff's Office on a case-by-case basis.

7. It is reasonable and prudent to allow judges, elected officials, department directors, deputy prosecuting attorneys, and superior court reporters to enter the above mentioned facilities during times at which security screening is not provided.

8. It is reasonable and prudent to allow other court and county staff to enter the above mentioned facilities during times at which security screening is not provided, on a day by day basis, with prior approval of the elected official or department director for whom they work.

Based on the foregoing findings, the Benton County District Court Hereby Orders:

1. No person shall bring into the Benton County Justice Center or the Prosser Courthouse Courtroom any weapon under chapter 9.41 of the Revised Code of Washington or any other applicable law. Weapons shall include: firearms, gravity activated knives, spring loaded knives, switch blades, knives over two inches in length, and martial art implements, or any other thing that may be used as a weapon such as explosive substances, mace, pepper spray, or similar items, box knives, screwdrivers, scissors, letter openers, chains over 20 inches in length, provided that the following may be permitted into the building: (1) weapons carried by commissioned law enforcement officers and Superior Court Bailiffs who are on duty; (2) weapons or other items in the possession of law enforcement officers or deputy prosecuting attorneys that are brought into court facilities to be used in and exhibited in a pending case; (3) weapons carried by armored car service providers under contract with the County to provide such services during the provision of such services; (4) tools of the trade in possession of

construction workers, repair and maintenance workers and others who are on assignment in the building; (5) office equipment and supplies and ordinary kitchen utensils, in the possession of persons employed in the building that are being brought into the building for their ordinary use.

2. The Benton County Sheriff's Office, or any entity designated or contracted by the County, shall, at the earliest possible date, use appropriate electronic scanning devices and/or search all persons and property entering the Benton County Justice Center and Prosser Courthouse Courtroom and shall exclude all items described in paragraph 1 above during times immediately preceding, during and immediately following normal business hours.

3. The Benton County Sheriff's Office shall make provisions for judges, elected officials, department directors, deputy prosecuting attorneys, superior court court reporters and other staff as approved by an elected official or department director on a day-to-day basis, to enter the above mentioned facilities during such times as security screening is not provided.

4. The Benton County Sheriff's Office shall adopt policies and procedures for jurors, victims, witnesses, deputy prosecuting attorneys and other citizens with business in the above mentioned facilities, who have specific security concerns entry into the facility supervised by the Sheriff's Office on a case by case basis.

5. The Benton County Sheriff's Office has, or may have in the future, designated employees with access to the secured court areas through non-secured areas of the Sheriff's Office. The Sheriff's Department shall adopt policies and procedures governing access of these employees to the secured court area(s) up to and including exemption from screening as appropriate and agreed upon by the Superior Court.

6. A copy of the attached summary order shall be posted at all building entrances to the Benton County Justice Center and Prosser Courthouse Courtroom.

Dated this 15th day of August, 2005.

District Court Presiding Judge
Benton County District Court

The Benton County Sheriff and the Benton County Prosecutor have reviewed the above Order Re: Weapons Prohibited Areas and Security Screening and hereby adopt the Order as it pertains to the Benton County Sheriff's Office and the Benton County Prosecutor's Office.

Dated this 19 day of October, 2005

Andy Miller
Benton County Prosecuting Attorney

8-8-05

Larry Taylor
Benton County Sheriff

y. Contract w/Benton City Economic Development Council for Economic Development Services

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 22 Dec 2015	Execute Contract X	Consent Agenda X
Subject: 2016 EDC contract	Pass Resolution X	Public Hearing
Memo Date: 25 Nov 2015	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By:	None	Other

SUMMARY

For Board consideration is entering into a personal services contract with the Benton City Economic Development Council (BCEDC) for calendar year 2016.

BACKGROUND

Benton County has had an economic development services relationship with BCEDC for several years. BCEDC has submitted a work plan for 2016 and requested a contract for services for the coming year in the usual fashion. The work plan has been reviewed by staff. A contract has been prepared and approved for form by the Prosecutor. The 2016 contract will be for $5,000.00, which has been budgeted for in the 2015-2016 budget.

FISCAL IMPACT

Cost to Benton County is $5,000.00 for calendar year 2016, to be paid from the Sustainable Development Fund.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICES CONTRACT WITH THE BENTON CITY ECONOMIC DEVELOPMENT COUNCIL FOR THE PERFORMANCE OF ECONOMIC DEVELOPMENT SERVICES

WHEREAS, under RCW 36.01.085, counties may contract with nonprofit corporations in furtherance of the public purpose of promoting economic development activities; and

WHEREAS, the Benton City Economic Development Council is a nonprofit corporation currently operating an economic development program for the Benton City area; **NOW THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Personal Services Contract between Benton County and Benton City Economic Development Council for economic development services in the Benton City area for calendar year 2016. The total amount payable to Benton City Economic Development Council by Benton County is $5,000.00 per the terms of the contract.

Dated this 22nd day of December, 2016.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

original: file
cc: Auditor, Prosecutor (Araiza), Sustainable Development
Benton City Economic Development Council

Prepared by: A.J. Fyall

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, Washington 99350 (hereinafter "COUNTY"), and Benton City Economic Development Council, a Washington non-profit corporation, with its principal address of Post Office Box 1038, Benton City, Washington 99320, (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 set forth herein; and
b. Exhibit A, 2016 Work Plan attached hereto.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016, and shall expire on December 31, 2016. 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "2016 Work Plan", which is attached hereto and incorporated herein by reference.

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

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

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

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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: Larry Howell
Benton City Economic Development Council
Post Office Box 1038
Benton City, Washington 99320
509-588-6481
bcedc@bentonrea.org

b. For COUNTY: Adam J. Fyall
Benton County Commissioners' Office
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053
adam.fyall@co.benton.wa.us

5. COMPENSATION

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

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $5,000.00.

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

c. The CONTRACTOR shall invoice the COUNTY four times during the year for equal payments of one-thousand, two-hundred, fifty dollars and no cents each ($1,250.00). Invoices shall be submitted to the County within thirty (30) days, after the following dates: March 31, 2016; June 30, 2016; September 30, 2016; and December 31, 2016.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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. **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. 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.

d. **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 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 West Okanogan Place, Kennewick, Washington 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 a prorated final quarterly payment for that portion of the quarter that the Contract was in effect.

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.

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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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.

c. 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 actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: _____

BENTON COUNTY
BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Deputy Prosecuting Attorney

DATED: _____

BENTON CITY
ECONOMIC DEVELOPMENT COUNCIL

_____
President

z. Contract w/Prosser Economic Development Association for Economic Development Services

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 22 Dec 2015	Execute Contract X	Consent Agenda X
Subject: 2016 PEDA contract	Pass Resolution X	Public Hearing
Memo Date: 25 Nov 2015	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By:	None	Other

SUMMARY

For Board consideration is entering into a personal services contract with the Prosser Economic Development Association (PEDA) for calendar year 2016.

BACKGROUND

Benton County has had an economic development services relationship with PEDA for many years. PEDA has submitted a work plan for 2016 and requested a contract for services for the year. The work plan has been reviewed by staff and meets with PEDA's 1- and 10-year goals. A contract has been prepared and approved for form by the Prosecutor. The 2016 contract will be for $10,000.00, which has been budgeted for in the 2015-2016 budget.

FISCAL IMPACT

Cost to Benton County is $10,000.00 for calendar year 2016, to be paid from the Sustainable Development Fund.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICES CONTRACT WITH THE PROSSER ECONOMIC DEVELOPMENT ASSOCIATION FOR THE PERFORMANCE OF ECONOMIC DEVELOPMENT SERVICES

WHEREAS, under RCW 36.01.085, counties may contract with nonprofit corporations in furtherance of the public purpose of promoting economic development activities; and

WHEREAS, Prosser Economic Development Association is a nonprofit corporation currently operating an economic development program within the geographical boundaries of the Prosser School District; **NOW THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Personal Services Contract between Benton County and Prosser Economic Development Association for economic development services in the Prosser area for calendar year 2016. The total amount payable to Prosser Economic Development Association by Benton County is $10,000.00 per the terms of the contract.

Dated this 22nd day of December, 2015.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

original: file
cc: Auditor, Prosecutor (Araiza), Sustainable Development
Prosser Economic Development Association

Prepared by: A.J. Fyall

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, Washington 99350 (hereinafter "COUNTY"), and Prosser Economic Development Association, a Washington non-profit corporation, with its principal offices at 1230 Bennett Avenue, Prosser, Washington 99350, (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 set forth herein; and
b. Exhibit A, 2016 Economic Development Plan, attached hereto.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2016, and shall expire on December 31, 2016. 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "2016 Economic Development Plan", which is attached hereto and incorporated herein by reference.

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

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

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

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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: Deb Heintz
Prosser Economic Development Association
2140 Wine Country Road
Prosser, Washington 99350
509-786-3600
deb@prosser.org

b. For COUNTY: Adam J. Fyall
Benton County Commissioners' Office
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053
adam.fyall@co.benton.wa.us

5. COMPENSATION

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

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 CONTRACTOR shall invoice the COUNTY by the end of each month, commencing January 31, 2016; and payments shall be made in twelve (12) equal monthly payments of eight-hundred, thirty-three dollars and thirty-three cents ($833.33).

c. 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.

d. 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.

e. 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. **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. 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.

d. **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 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 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than 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 West Okanogan Place, 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 a prorated final monthly payment for that portion of the month that the Contract was in effect.

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.

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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

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.

c. 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 actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: _____

BENTON COUNTY
BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Deputy Prosecuting Attorney

DATED: _____

PROSSER ECONOMIC
DEVELOPMENT ASSOCIATION

_____
Executive Director

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF THE 10-FOOT WATERLINE EASEMENT ON LOT 1 OF SHORT PLAT 2551, IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. APPLICANT: MATTHEW OLSZTA, PARCEL NUMBER 1-2288-101-2551-001, FILE NUMBER - SPV 15-006.

WHEREAS, the Board of County Commissioners did conduct a public hearing on Tuesday, December 22, 2015, at 9:00 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by these easements; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agrees with the summary report from the Benton County Planning Department, retained in File No. SPV 15-006; and,

WHEREAS, the portion of the 10-foot waterline easement to be vacated appears on Short Plat 2551, AF 2001-001827; and,

WHEREAS, it further appears that the vacation of the above mentioned easement would not unduly jeopardize the health, safety, welfare and public good; NOW THEREFORE,

BE IT RESOLVED, that the vacation of the 10-foot waterline easement on Lot 1 of Short Plat 2551 in the Southeast Quarter of Section 22, Township 8 North, Range 28 East, W.M. is hereby approved.

Dated this 22nd day of December, 2015.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

RJL/djh

Moderate Risk Waste Facility Update ~ G DeJongh

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: Dec. 22, 2015	Execute Agreement _____	**Consent Agenda** _____
Subject: Moderate Risk Waste Facility Update	Pass Resolution _____	**Public Hearing** _____
Prepared by: gnd	Pass Ordinance _____	**1st Discussion** X
Reviewed by: MSR	Pass Motion _____	**2nd Discussion** _____
	Other _____	**Other** _____

BACKGROUND INFORMATION

Benton County has been working towards the construction of a new fixed facility for its moderate risk waste program since the last facility was lost to fire in 2010. One site that has been considered in previous studies is the Benton County road maintenance facility in Kennewick (1709 S Ely Street). With the approval of the Board of County Commissioners, a contract was signed with HDR Engineering, Inc. (HDR), on May 12, 2015 (Res. 2015-354). This contract was for a report on the feasibility of retrofitting the site for use as a moderate risk waste facility (MRWF).

The report issued by HDR found that the site could be retrofitted for use as a MRWF. Both an appraisal of the existing site, which is comprised of three (3) parcels, and opinions of probable costs were provided in the report. It was also noted that the site is much larger than would be necessary for any of the levels of service planned. As such, the remaining parcels and portions thereof could be retained by the road department or sold to third parties, thus reducing the overall set-up cost of the facility. If built to the minimum requirements assumed to bring the site into compliance with current codes, the estimated cost of the procurement, design, and improvement of the site, as well as the management of these three items, is $884,765. A breakdown of these costs in included in the attached outline.

The Benton County Road Department issued a request for qualifications for engineers or architects to design the retrofit of the site in November 2015. A proposal is currently being negotiated with the highest scoring respondent. The Road Department has drafted a tentative timeline for progress on this project, assuming Board of County Commissioners approval and successful negotiation of the proposal. This timeline is also included in the outline.

Funding for this project, as currently envisaged, is provided from two primary sources: the existing reserves in the Solid Waste Fund (#0155101) and a Washington State Department of Ecology coordinated prevention grant (CPG). Funding is also available from the insurance policy on the previous Horn Rapids facility. A funding breakdown is also included in the outline.

The Road Department intends, with the permission of the Board of County Commissioners, to hold discussions with the individual city councils in order to provide updated information, as well as to receive any input that they have.

SUMMARY

The Benton County Road Department has drafted an update regarding a proposed moderate risk waste facility for Benton County. Details can be found in the attached outline.

RECOMMENDATION

None.

FISCAL IMPACT

The fiscal impact on the solid waste fund (#0155101) is estimated to be $884,765 for the set-up of the collection facility. Operational costs would thereafter be provided by biennial grants offered by the state (future CPGs).

MOTION

None.

BENTON COUNTY SOLID WASTE PROGRAM
MODERATE RISK WASTE (MRW) FACILITY UPDATE OUTLINE

Timeline (to-date)

2010	Horn Rapids facility lost to fire
2010-2015	Benton County provides biannual collection events for MRW
2015 Jun.	Feasibility study determines that former County road shop suitable site
2015 Nov.	Request for qualifications for facility retrofit design
2015 Dec.	Proposal negotiation

Timeline (projected)

2016 Jan. – Feb.	Discussions with city councils
2016 Jan. – Feb.	Complete proposal, bring before Board of County Commissioners
2016 Mar. – Apr.	Acquire property
2016 Mar. – Aug.	Research and design
2016 Aug. – Nov.	Permitting and SEPA
2016 Dec.	Construction bidding
2017 Apr.	Construction

Financing (revenue)

Solid Waste Fund (through Nov. 30, 2015)*	$827,000.00
2015-2017 Coordinated Prevention Grant**	$297,682.50
Solid waste surcharge	$300,000.00
Solid waste services	$120,000.00
TOTAL	**$1,544,682.50**

*Solid Waste Fund plus last reimbursement from 2013-2015 CPG

Financing (expenditure)

Property acquisition (less sale of remainder)	$383,765.00
Retrofit (min. requirements)	$442,000.00
Sewer connection	$9,000.00
Project management	$50,000.00
TOTAL	**$884,765.00**
Other programmed expenditures	*$210,780.00*

City of Prosser's Corporate Boundary Discussion ~ M Rasmussen

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Dec 22, 2015	Execute Agreement	X	**Consent Agenda**	**X**
Subject: City of Prosser Interlocal Agreement	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: slc	Pass Motion		**2nd Discussion**	
Reviewed by: MSR	Other		**Other**	

BACKGROUND INFORMATION

Benton County holds several right of ways that abutting the City of Prosser corporate limits. Recently the City approached the County about several upcoming developments in which the City wants to implement its roadway development standards for the abutting roadway. The City standards typically include curbs, gutter and sidewalks which are undesirable to the County from a maintenance perspective.

Rather than enter into an agreement by which the City would maintain a County road the parties agreed to utilize their authority under RCW to annex the subject roadways into the City of Prosser. This permits the City to enforce its development standard for the roadway and removes the maintenance burden from the County.

An interlocal agreement is required to initiate the process. Once the interlocal agreement is approved the City will issue an Ordinance annexing the subject roadways and the County will subsequently approve said Ordinance by Resolution.

Exhibit "B" – City of Prosser Ordinance and Exhibit "C" – Benton County Resolution are included in the packet but are placeholders until the Interlocal Agreement is approved. They will both be completed and brought before the Board at a later date.

SUMMARY

An Interlocal Agreement with the City of Prosser to revise their corporate boundary has been prepared and signed by the City of Prosser.

RECOMMENDATION

Approve the Interlocal Agreement – Revision of Corporate Boundary with the City of Prosser.

FISCAL IMPACT

Certain portions of roadway will be removed from the Benton County Road system. This will reduce the maintenance burden on the County but will also reduce the County's proportion of state motor vehicle fuel taxes as it is partially based on road miles. The reduction in fuel tax revenue will be insignificant and outweighed by the reduction in maintenance costs. There are no taxable parcels being transferred in this annexation.

MOTION

I move to approve an interlocal agreement between Benton County and the City of Prosser to annex certain portions of public right of way pursuant to RCW 35A.21.210.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF PROSSER CONCERNING A REVISION OF THE CITY OF PROSSER'S CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County owns a right of way the edge of which abuts the City limits of the City of Prosser; and

WHEREAS, the right of way should have been included with previous annexations but was erroneously excluded from those annexations; and

WHEREAS, the City of Prosser desires to own the right of way and Benton County desires to transfer the right of way to the City of Prosser; and

WHEREAS, the City of Prosser and Benton County have the authority to enter into this agreement pursuant to RCW Chapter 39.34 and RCW 35A.21.210; **NOW, THEREFORE,**

BE IT RESOLVED that the Interlocal Agreement - Revision of Corporate Boundary with the City of Prosser be approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said agreement.

Dated this 22nd day of December 2015.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Road Department

S. Christen

INTERLOCAL AGREEMENT
CITY OF PROSSER ----- COUNTY OF BENTON
REVISION OF CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County (hereafter Country) owns a right of way the edge of which abuts the City limits of the City of Prosser (City) which is legally described on exhibit "A" attached hereto and incorporated herein by reference (hereafter right of way); and

WHEREAS, the right of way should have been included with previous annexations but was erroneously excluded from those annexations; and

WHEREAS, the City desires to own the right of way and the County desires to transfer the right of way to City; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to Chapter 39.34 RCW and 35A.21.210 RCW;

NOW THEREFORE, City and County agree as follows:

1. City shall pass an Ordinance in the form attached hereto as exhibit "B" revising the City's corporate boundary by authority of this agreement to include the property described on exhibit "A".

2. County shall pass a Resolution in the form attached hereto as exhibit "C" approving the City's Ordinance revising its corporate limits to include the properties listed on exhibit "A".

3. The revision of the City's corporate boundary will not become effective until the County's Resolution is passed by the Benton County Commissioners.

4. The Mayor of City and the County Engineer of County are jointly designated as responsible for implementing and administering this agreement.

5. The City and County will not acquire any joint property pursuant to this agreement.

6. The purpose of this agreement is to include right of way currently in Benton County within the jurisdictional limits of the City of Prosser.

7. Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event that is unsuccessful, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.

8. The parties agree that the revision to City's corporate boundary is not subject to review by the Benton County Boundary Review Board.

9. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party. The City shall record this agreement with the Benton County Auditor after it has been approved by City and County.

DATED:

COUNTY BY:	CITY BY:
_____	Paul Warden
CHAIR OF THE BENTON COUNTY BOARD OF COMMISSIONERS	PAUL WARDEN, MAYOR
ATTEST:	ATTEST:
_____	Rachel M Shaw
CLERK OF THE BOARD	RACHEL SHAW, CITY CLERK
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
DEPUTY PROSECUTING ATTORNEY	HOWARD SAXTON, CITY ATTORNEY

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EXHIBIT "A"

DESCRIPTION OF RIGHT OF WAY TO BE ANNEXED

Area 1:

All of Old Inland Empire Highway Right-of-way located West of Wamba Road and East of Wine Country Road.

Area 2:

All of the Wine Country Road right of way beginning at the northwest most limits of the City of Prosser, through and including the intersection of Merlot Drive, Wine Country Road and Gap Road together with all of the Gap Road right of way beginning at said intersection and continuing north to the right of way for Interstate 82.

Together with all of the Wine Country Road/County Route 12 right of way beginning at the intersection of Merlot Drive, Wine Country Road and Gap Road and heading northwest through the 275 feet radius curve and continuing along the centerline of Wine Country Road/County Route 12, 1640 feet more or less to the western most limits of the western most limits of the City of Prosser.

EXHIBIT "B"

CITY OF PROSSER, WASHINGTON

ORDINANCE NO.

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF PROSSER TO INCLUDE A PORTION OF THE FOLLOWING STREETS: WINE COUNTRY ROAD, THE WINE COUNTRY ROAD MERLOT DRIVE INTERSECTION, AND OLD INLAND EMPIRE HIGHWAY. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals

WHEREAS, The City of Prosser and the County of Benton have entered into an Interlocal Agreement for the revision of the corporate boundary of the City of Prosser (hereinafter Interlocal Agreement); and

AND WHEREAS, the City of Prosser must pass an Ordinance to revise its corporate limits in compliance with the Interlocal Agreement; and

WHEREAS, this action is exempt from review under the State Environmental Policy Act (RCW 43.21C.222) and is exempt from review by the Benton County Boundary Review Board pursuant to RCW 35A.21.210; and

WHEREAS, the revision of the corporate boundary of the City of Prosser to include the property described below is consistent with the City's Comprehensive Plan since the adjusted area is within the City's Urban Growth Area and inclusion of the roadway within the City Limits will foster economic growth in the City.

Section 2. The corporate limits of the City of Prosser are hereby revised to include the following described real property which consists of roadway and road right-of-way:

Area 1:

All of Old Inland Empire Highway Right-of-way located West of Wamba Road and East of Wine Country Road.

Area 2.

All of the Wine Country Road right of way beginning at the northwest most limits of the City of Prosser, through and including the intersection of Merlot Drive, Wine Country Road and Gap Road together with all of the Gap Road right of way beginning at said intersection and continuing north to the right of way for Interstate 82.

Together with all of the Wine Country Road/County Route 12 right of way beginning at the intersection of Merlot Drive, Wine Country Road and Gap Road and heading northwest through the 275 feet radius curve and continuing along the centerline of Wine Country Road/County Route 12, 1640 feet more or less to the western most limits of the western most limits of the City of Prosser.

Section 3. All property within the revised corporate boundary shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation and be further subject to the indebtedness of the City of Prosser.

Section 4. From and after the effective date of this ordinance, the above described property shall be subject to all of the laws and ordinances then and thereafter in force and effect of the City of Prosser.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause,

or phrase be held unconstitutional or invalid.

Section 6. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this _____day of _____, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK, RACHEL SHAW

Approved as to form:

_____
CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF PROSSER TO INCLUDE A PORTION OF THE FOLLOWING STREETS: WINE COUNTRY ROAD, THE WINE COUNTRY ROAD MERLOT DRIVE INTERSECTION, AND OLD INLAND EMPIRE HIGHWAY. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 2015

_____
CITY CLERK, RACHEL SHAW

Date of Publication: _____

EXHIBIT "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: INTERLOCAL AGREEMENT, CITY OF PROSSER - COUNTY OF BENTON, REVISION OF CORPORATE BOUNDARY

WHEREAS, Benton County is the owner of right of way adjacent to the City of Prosser commonly known as a portion of Old Inland Empire Highway, Wine Country Road, and the Wine Country Road/Merlot Drive Intersection to the turn back line, and

WHEREAS, said right of way includes portions of Wine Country Road, the Wine County Road Merlot Drive Intersection, Old Inland Empire Highway described below, and

WHEREAS, an Interlocal Agreement is recommended by the Director of Public Works and has been Approved as to form by the Prosecuting Attorney's Office,

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement, City of Prosser - County of Benton, Revision of Corporate Boundary be approved and the Chairman of the Board of County Commissioners is hereby authorized to sign said Agreement on behalf of Benton County.

Be it further resolved that the City of Prosser's Ordinance Number 15-_____ is hereby approved and the corporate boundary of the City of Prosser is revised to include the real property described as follows:

Area 1:

All of Old Inland Empire Highway Right-of-way located West of Wamba Road and East of Wine Country Road.

Area 2:

All of the Wine Country Road right of way beginning at the northwest most limits of the City of Prosser, through and including the intersection of Merlot Drive, Wine Country Road and Gap Road together with all of the Gap Road right of way beginning at said intersection and continuing north to the right of way for Interstate 82.

Together with all of the Wine Country Road/County Route 12 right of way beginning at the intersection of Merlot Drive, Wine Country Road and Gap Road and heading northwest through the 275 feet radius curve and continuing along the centerline of Wine Country Road/County Route 12, 1640 feet more or less to the western most limits of the western most limits of the City of Prosser.

Dated this ____ Day of _____, 2015.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

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