

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

Revised

AGENDA

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

Tuesday, November 17, 2015

Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ **November 10, 2015**

Click on highlighted area to view document in detail

Review Agenda

Consent Agenda

Commissioners

- a. Non-Bargaining Contribution to Employee Insurance Benefits for 2016
- b. Non-Bargaining General Increase of Wages for 2016

District Court

- c. Line Item Transfer, Fund No. 0148-101, Dept. 112

Facilities

- d. Amended Contract w/Fire Systems West, Inc. for Fire Alarm System Inspections

Fairgrounds

- e. Payment to Yoder, Inc., DBA Coffey Refrigeration for Ice Machine Replacement

Human Services

- f. Contract w/Central Washington Comprehensive Mental Health

Information Technologies

- g. Authorizing One World Telecommunications to Upgrade Internet Services

Personnel

- h. Payment to Penser North America for Worker Compensation Administrator Services

Planning

- i. Contract Amendment w/S Drummond, PLLC for Hearings Examiner Services

Prosecuting Attorney

- j. Line Item Transfer, Fund No. 0148-1001, Dept. 117
- k. Line Item Transfer, Fund No. 0000-101, Dept. 117

Public Works

- l. Payment Authorization to Cascade Software Systems for Program and On-Site Services
- m. Construction Plans for Nine Canyon 2 & Setting Bid Date
- n. Contract w/Apollo, Inc. for Sellards Road Project
- o. Purchase of Grader Blade Cutting Edges from Western States Equipment Company

Sheriff

- p. Modification w/US Department of Energy for Law Enforcement Services
- q. Amended Agreement w/Correctional Healthcare Companies, Inc. for Health Care Services
- r. Contract w/A-Jacks Auto Services & Towing LLC for Vehicle Tows

- s. Line Item Transfer, fund No. 0000-101, Dept. 120
- t. Line Item Transfer, Fund No. 0000-101, Dept. 121

Superior Court

- u. Proclamation for National Adoption Day

Sustainable Development

- v. Letter to Dept of Energy re PILT

Treasurer

- w. Agreement Extension w/Master's Touch, LLC for Property Tax Statements
- x. Authority for Refunds/Cancellations/Corrections of Tax Rolls Outside of Ordinary Time Limits

Washington State University Extension

- y. Interagency Agreement w/Washington State University Extension

Scheduled Business

- Contract** w/Tri-Cities Monitoring, Inc. for Court Security Services ~ K Ainsworth

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, November 10, 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; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Bob Woody, IT Department; GIS Manager Mary Phillips; Paul Schut, Commissioners' Office; Larry Hueter, Project Manager; Clark Posey and Michelle Cooke, Planning; Assessor Bill Spencer; Dale Wilson, Building Dept.; Jeff Liner, Road Department; Auditor Brenda Chilton; Taylor Ranger, Auditor's Office; Erhiza Rivera, Treasurer's Office; Kyle Sullivan, Human Services; Tara Symons, Mental Health Court Manager.

Approval of Minutes

The Minutes of October 27, 2015 (Special Board Meeting) and November 3, 2015 were approved.

Review Agenda

Mr. Sparks requested to add an executive session to discuss the performance of a public employee.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "p". Commissioner Beaver seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus of Personal Property
- b. Line Item Transfer, Fund No. 0106-101, Dept. 000

Facilities

- c. Contract w/Spokane Roofing Company, LLC for Patch Roof Repair

Human Services

- d. Amended Contract w/WA State Dept of Commerce for Emergency Solutions Grant
- e. Purchase of Bus Tickets & Passes from Ben Franklin Transit for Housing Programs

- f. Agreement w/Relias Learning, LLC for On-Line Training Module

Information Technologies

- g. Purchase of Cisco Network Data Projects and Services for Kennewick Shop

Office of Public Defense

- h. Amended Superior Court Public Defense Contract w/S Johnson for Adult Drug Court
i. Amended Homicide Superior Court Public Defense Contract w/S Johnson

Parks

- j. Amended Contract w/Buell Recreation LLC for Installation of Two Playgrounds

Personnel

- k. Relationship w/WA Counties Risk Pool & Related Appointments and Designations

Prosecuting Attorney

- l. Covenant Not to Sue

Public Works

- m. Approval of Construction Plans of Summit View Phases 9 & 10
n. Purchase of Six Body Vibrator Kits from Northend Truck Equipment, Inc.

Sheriff

- o. Salary Request Statement

Workforce Development Council

- p. Appointment of C Moser to the Benton-Franklin Workforce Development Council

Public Hearing Request on Mid-Year/Public Safety Budget Adjustments

Paul Schut presented the following requests for budget adjustments to go to public hearing:

1. Planning (the only Current Expense Fund request) in the amount of \$176,980; they received a grant for the voluntary stewardship program. The grant received was more than the request, but it would run through the next biennium and the remainder would be budgeted at that time.
2. Three budget adjustments relating to the Justice Center Bond Fund to transfer necessary funds to pay off the bonds as scheduled (the money was already allotted for and it just needed to go into the correct fund):
 - a. 1/10% CJ Jail-Juvenile Fund – \$1,377,759 to Justice Center Bond Fund
 - b. Rural Capital Fund - \$6,065,500 to Justice Center Bond Fund
 - c. Justice Center Bond Fund - \$695,245 to Capital Projects Fund
3. Park Development Fund – transferred \$500,000 into the fund after year end but needed to budget \$284,410 through the end of the biennium to cover projects.

Ms. Smith Kelty gave a Powerpoint presentation update on the Public Safety Tax:

- Phase 1 – space needs and defining programs - ongoing

Chairman Delvin commented that he had been meeting with groups on the youth gang prevention program but they had not been very successful; Franklin County had interest but no money. He said he wanted to do an RFP in Benton County and form a small group of individuals consisting of law enforcement, prosecuting attorney, schools, and community and let them decide where the

money should be spent on the youth gang issues. He said he would update the Board on that as it occurred.

- Phase IV– Hired the Mental Health Manager; Superior Court Judge; Deputy Prosecuting Attorney and Legal Secretary; Legal Process Assistant for the Clerk (tbd) and OPD Contract Attorney (tbd); Sheriff deputy hired and 2 Inmate Processing Specialists, 4 Sheriff Deputies, 4 vehicles and Inmate Management System (all to be determined).

Ms. Smith Kelty presented the following budget adjustments to go to public hearing for the Public Safety Tax Fund:

1. Sheriff Custody - Public Safety Tax in the amount of \$415,740 for wages, benefits and supplies for four custody officers.
2. Adult-Juvenile Drug Court - Public Safety Tax in the amount of \$146,073 for a 30 Person Adult Drug Court. Benton County money was going to Benton County individuals and Franklin County was paying for their own individuals and had not yet approved their final budget.
3. Adult-Juvenile Drug Court - Public Safety Tax in the amount of \$234,156 for a 25 Person Juvenile Drug Court.
4. Juvenile - Public Safety Tax in the amount of \$141,100 for Selective Aggressive Probation & Functional Family Therapy Programs.

MOTION: Commissioner Small moved to go to public hearing on November 24, 2015 for the proposed budget adjustments. Commissioner Beaver seconded and upon vote, the motion carried.

Commissioner Small commented that this program was not a turnkey operation and it had taken time to get these programs up and running and these funds were only allocated for criminal justice. Additionally, it had a sunset clause and if it was not approved, they would have to start cutting the programs.

Planning Department Update

Mike Shuttleworth, Michelle Cooke, and Clark Posey updated the Board on the Planning Department as follows:

- Permit Activities
- Hearings Examiner – new program had worked out very well; very precise and professional and it was now being held during the day; no complaints received
- Voluntary Stewardship Program
 - County opted in; funded \$270,000 from the Conservation Commission; first task was to identify watershed group; develop a work plan; submit to Conservation Commission; if approved it would implement the work plan; submit a progress report every 5 years
- 2017 Comprehensive Plan Update
 - Meeting with the cities monthly
 - Developing Countywide planning policies
 - Buildable Lands Analysis

- UGA Update – Part of 2017 Update (might be bringing back request for consultant as part of that)
- Critical Areas Ordinance Update

Capital Projects Update

Larry Hueter updated the Board on the following capital projects:

- He would be asking for retainage release to G2 Construction on Courthouse upgrades on about December 22, 2015.
- Justice Center Electronic Security System Retrofit (OPTO) - design development was complete and currently having a peer review; after that would go to bid and contract sometime in March, 2016
- Mental Health Jail Expansion – near completion in design development; construction documents would be ready April, 2016 and hope to go to bid by June. Construction would last approximately one year - (believed cost estimate to be about \$4.8 million)
- Office of Public Defense/Executive Conference Room - relocate Assessor to the Annex building and that space would become the new OPD office. WSU Extension office was also involved and that matter was being studied and they hoped to come up with recommendations to facilitate the new office but he did not have a time frame yet. The OPD design was being completed and construction documents would be ready but they had to incorporate the other conditions to facilitate the move.
- Prosecuting Attorney Space Analysis/Remodel – vacant undeveloped area on 2nd floor for Civil Department; was currently in design development phase and documents would be ready in mid-January. They were also looking into where to store important files that were currently located there.
- When OPD moved into Assessor’s office, they would use the current executive conference room space and executive conference room would be relocated upstairs. He said he would be looking at the first schematic design this week.

Benton County Noxious Weed Board

Adam Fyall introduced Victor Reeve, the new Noxious Weed Board Coordinator. Mr. Fyall said the Noxious Weed Board was now a completely separate entity from Benton County.

Mr. Reeve said the transition would be challenging but he had only been there a month and would bring updates as they happened. He said he was the only employee at this point but they were currently looking for another and hoped to have someone hired by January.

Human Services Discussion

Commissioner Small asked Kyle Sullivan and Ken Roughton (GCBH) to discuss the meeting regarding Human Services last week.

Mr. Roughton said that in preparation for integration of behavioral health care that would begin next year, they were interested in setting up a working committee to form a plan. He said the long

term goal was to have a system of care that was complete from one end to the other and addressed all needs; to create a behavioral health system that coordinated with the physical system.

Mr. Sullivan said they met with the stakeholders that had a collective knowledge of the services in the community and everyone was willing and excited to get this group together.

Mr. Roughton said he had arranged to have someone take the minutes at the meetings and they would be turned over so anyone could see the path and discussions they were having regarding the plan. He said they hoped to have a plan together in 60 days.

Chairman Delvin said he liked the approach and it was his understanding Franklin County Commissioners wanted to turn it over to their administrator so he asked to make sure the Franklin County Administrator was aware of the meetings so he could attend when he wanted, as well as the Benton County Administrator.

MOTION: Commissioner Beaver moved to approve the letter as presented to the local mental health providers regarding serving on a short-term committee to develop a work plan for the future of Human Services. Commissioner Small seconded and upon vote, the motion carried.

Commissioner Small said the letter discussed inviting Franklin County for the presentation of the work plan. He also commented that Benton County had invited Franklin County to two separate bi-county meetings on this subject, but they had declined.

Unscheduled Visitors

Jacki Lahtinen introduced Tara Symons, the new Mental Health Court Program Manager.

Other Business

Commissioner Beaver said he was being approached from groups about “.09 money”. Mr. Sparks said it was the rural county capital funds and was for economic development for capital infrastructure. When it was enacted the previous Boards agreed to divide the money and the ports and cities would submit projects for board approval. Also, at the time it was enacted, the use of the funds were not clearly defined and Benton County used it to expand the jail and signed a debt participation agreement with the cities if that money went away they would be equal partners on repayment.

He said as part of the budget adjustment requests, the money would be transferred to cover the debt on the jail that was previously dedicated and it would leave the future monies to be available for rural county economic development since it could no longer be used for criminal justice or jails. He said they had not yet decided how to utilize the money but they wanted to come back to the Board with a plan, however, that is why the cities and ports had been asking for the money.

Judge Swisher via/video conference said they had the 7th Judge on board and her office was located in Franklin County. He thanked the Board and commented that all seven judges spent the majority of their time in Benton County.

Chairman Delvin said he wanted to finalize the issue with Wyndham Publications and decide whether or to participate with the additional four pages. He said they were two separate agreements and they would get 250 books when it was done, no matter what. Commissioner Beaver agreed to move forward with the second agreement.

Chairman Delvin discussed the retail marijuana issue and said that Ryan Brown came up with the idea to zone them by distance. Mr. Shuttleworth said there was currently only one in unincorporated Benton County that had a license and the other had not made application. He said they could zone them for distance between facilities and other uses.

The Board agreed to look at it further.

The Board briefly recessed, reconvening at 10:30 a.m.

Executive Session – Performance of Public Employee

The Board went into executive session with David Sparks at 10:30 a.m. for up to 15 minutes to discuss the performance of a public employee. Also present were Loretta Smith Kelty and Cami McKenzie. The Board came out at 10:38 a.m. No decisions were made in executive session.

MOTION: Commissioner Beaver moved to approve administration to hire Kyle Sullivan as Human Services Director and to negotiate the pay. Additionally, to authorize the Chairman to sign a letter to Franklin County addressing this issue. Commissioner Small seconded and upon vote, the motion carried.

Vouchers

Check Date: 11/05/2015

Payroll Checks

Warrant #: 239062-239151

Direct Deposit #: 108680-109261

Total all funds: \$2,080,234.23

Payroll Deductions Transfers

Taxes #: 10115111-101151114

Total all funds: \$1,800,326.10

Payroll Deductions Warrants

Warrant #: 130170-130182

Total all funds: \$368,186.45

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

Resolutions

- 2015-792: Surplus of Personal Property
- 2015-793: Line Item Transfer, Fund No. 0106-101, Dept. 000
- 2015-794: Contract w/Spokane Roofing Company, LLC for Patch Roof Repair
- 2015-795: Amended Contract w/WA State Dept of Commerce for Emergency Solutions Grant
- 2015-796: Purchase of Bus Tickets & Passes from Ben Franklin Transit for Housing Programs
- 2015-797: Agreement w/Relias Learning, LLC for On-Line Training Module
- 2015-798: Purchase of Cisco Network Data Projects and Services for Kennewick Shop
- 2015-799: Amended Superior Court Public Defense Contract w/S Johnson for Adult Drug Court
- 2015-800: Amended Homicide Superior Court Public Defense Contract w/S Johnson
- 2015-801: Amended Contract w/Buell Recreation LLC for Installation of Two Playgrounds
- 2015-802: Relationship w/WA Counties Risk Pool & Related Appointments and Designations
- 2015-803: Agreement and Covenant Not to Sue
- 2015-804: Approval of Construction Plans of Summit View Phases 9 & 10
- 2015-805: Purchase of Six Body Vibrator Kits from Northend Truck Equipment, Inc.
- 2015-806: Appointment of C Moser to the Benton-Franklin Workforce Development Council

There being no further business before the Board, the meeting adjourned at approximately 10:40 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING CONTRIBUTION TO EMPLOYEE INSURANCE BENEFITS FOR THE YEAR 2016

WHEREAS, the Board of Benton County Commissioners has determined that the non-bargaining contribution to employee benefits will be adjusted for calendar year 2016; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has determined that the County’s monthly contribution for regular benefited non-bargaining employees and elected officials eligible for benefits will increase from \$1,126.60 per month to \$1,133.60 per month effective January 1, 2016; and,

BE IT FURTHER RESOLVED, that it is mandatory that benefited eligible employees and elected officials be enrolled in the County’s medical, dental, vision and life (\$24,000.00) insurance plans, to receive the monthly County contribution; and,

BE IT FURTHER RESOLVED, that any unused portion of the County contribution available above the mandated County’s medical, dental, vision and life plan premiums may be applied to the purchase of supplemental group insurance, dependent coverage with any remainder deposited into the employee’s VEBA account; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this resolution and this resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

BE IT FURTHER RESOLVED, that this resolution is not intended nor shall it be interpreted as limiting or compromising the County’s “at will” employer status.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROVIDING A NON-BARGAINING GENERAL INCREASE OF WAGES FOR THE YEAR 2016

WHEREAS, the Board of Benton County Commissioners has judged it is in the best interest of the County to increase the Non-Bargaining Salary Schedule by 2.25% effective January 1, 2016; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners has deemed it appropriate to grant a general increase of 2.25% to current regular Non-Bargaining employees, effective January 1, 2016, on the salary schedule developed for Non-Bargaining personnel attached hereto as Exhibit A; and,

BE IT FURTHER RESOLVED, that a listing of regular Non-Bargaining classifications have been set forth in resolutions and/or the 2015-16 approved County budget; and,

BE IT FURTHER RESOLVED, that provisions in any prior resolution on this subject, are superseded by similar provisions in this Resolution and this Resolution may be rescinded or modified, at the sole discretion of the Board without notification; and,

BE IT FURTHER RESOLVED, that salary/wage rates and/or benefits concluded, by the Board of Benton County Commissioners, during 2016 at the sole discretion of the Board, may be effective January 1, 2016 or any other date in 2016 for the Non-Bargaining employees or other labor units; and,

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED, in the event of a conflict with prevailing law, law shall prevail.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

2016 SALARY SCHEDULE

BENTON COUNTY NON-BARGAINING EXHIBIT A

GRADE	STEPS in \$.....								
	A	B	C	D	E	F	G	H	I
27	7998	8158	8444	8740	9046	9363	9691	10030	10381
26	7619	7771	8043	8324	8615	8917	9229	9552	9886
25	7256	7401	7660	7928	8205	8492	8789	9097	9415
24	6910	7048	7295	7550	7814	8087	8370	8663	8966
23	6580	6712	6947	7190	7442	7702	7972	8251	8540
22	6267	6392	6616	6848	7088	7336	7593	7859	8134
21	5969	6088	6301	6522	6750	6986	7231	7484	7746
20	5685	5799	6002	6212	6429	6654	6887	7128	7377
19	5415	5523	5716	5916	6123	6337	6559	6789	7027
18	5156	5259	5443	5634	5831	6035	6246	6465	6691
17	4911	5009	5184	5365	5553	5747	5948	6156	6371
16	4676	4770	4937	5110	5289	5474	5666	5864	6069
15	4454	4543	4702	4867	5037	5213	5395	5584	5779
14	4242	4327	4478	4635	4797	4965	5139	5319	5505
13	4040	4121	4265	4414	4569	4729	4895	5066	5243
12	3848	3925	4062	4204	4351	4503	4661	4824	4993
11	3665	3738	3869	4004	4144	4289	4439	4594	4755
10	3490	3560	3685	3814	3947	4085	4228	4376	4529
9	3324	3390	3509	3632	3759	3891	4027	4168	4314
8	3166	3229	3342	3459	3580	3705	3835	3969	4108
7	3016	3076	3184	3295	3410	3529	3653	3781	3913
6	2872	2929	3032	3138	3248	3362	3480	3602	3728
5	2734	2789	2887	2988	3093	3201	3313	3429	3549
4	2605	2657	2750	2846	2946	3049	3156	3266	3380
3	2480	2530	2619	2711	2806	2904	3006	3111	3220
2	2364	2411	2495	2582	2672	2766	2863	2963	3067
1	2251	2296	2376	2459	2545	2634	2726	2821	2920

cc: All Benton County Elected Officials, Payroll, Personnel, and Stephen Hallstrom

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 112.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	1712	Mental Health Program Manager	\$1,000	512.400	3101	Supplies	\$1,000
512.400	1712	Mental Health Program Manager	\$1,500	512.400	4301	Travel	\$1,500
TOTAL			\$2,500	TOTAL			\$2,500

Explanation:

Transfer funds for supplies and travel for the start up of the Mental Health Court. Travel funds will be used to visit other Mental Health Courts, Spokane and Yakima.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE SECOND AMENDMENT TO PUBLIC WORKS CONTRACT WITH FIRE SYSTEMS WEST, INC.

WHEREAS, per Resolution 2013-572 dated August 6, 2013 the Board of Benton County Commissioners entered into a contract with First Systems West, Inc. to provide annual fire alarm system inspections and as needed services at various Benton County locations; and

WHEREAS, per Resolution 2014-918 dated December 2, 2014 the parties entered into a First Amendment to reimburse the Contractor for the cost of filing inspection reports through Tegriss Fire System; and

WHEREAS, this second amendment is necessary to include an annual fire alarm inspection for the Benton County Animal Control Facility for year 2015 that was not part of the original contract for an additional amount of \$125.00;

NOW, THEREFORE BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached second amendment to public works contract to include an annual fire alarm inspection for the Benton County Animal Control Facility for year 2015 that was not part of the original contract for an additional amount of \$125.00.

Dated this day of, 2015.

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

SECOND AMENDMENT TO PUBLIC WORKS CONTRACT

THIS SECOND CONTRACT AMENDMENT ("SECOND AMENDMENT") made and entered into this ____ day of _____ 2015 by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and Fire Systems West, Inc., a Washington State for profit corporation, with its principal offices at 922 N. Lake Road, Spokane Valley, WA 99212 (hereinafter "CONTRACTOR").

The parties entered into a Public Works Contract per Resolution 2013-572 dated August 6, 2013 (the "CONTRACT") to provide annual fire alarm system inspections and as needed services at various Benton County locations; AND

Whereas, the parties entered into a FIRST AMENDMENT to the CONTRACT per Resolution 2014-918 dated December 2, 2014 to include reimbursement to the CONTRACTOR for the Tegris Fire System report filing fees; and

Whereas, this SECOND AMENDMENT is necessary to include an annual fire alarm inspection for the Benton County Animal Control Facility for year 2015 that was not part of the original contract for an additional amount of \$125.00; and

The parties agree that all provisions of the CONTRACT remain in effect except as follows:

- 1. CONTRACT DOCUMENTS.** This section shall be amended and replaced in its entirety with the following:

This CONTRACT consists of these terms and conditions and the following documents:

- Exhibit "A" - Scope of Work/Compensation
- Exhibit "A-1" - Scope of Work/Compensation (Animal Control Facility)
- Exhibit "B" - Washington State Prevailing Wages for Public Works Contracts

- 3. SERVICES PROVIDED:** The second paragraph of this section shall be amended and replaced in its entirety with the following:

The CONTRACTOR agrees to provide annual fire alarm system inspections at the Benton County locations provided in Exhibit "A" and Exhibit "A-1". Additionally, CONTRACTOR agrees to provide "as needed" programming changes and/or equipment changes or installations for work performed outside the annual inspection according to the hourly rate provided in Exhibit "A". CONTRACTOR agrees its performance with respect to the annual inspections set forth in Exhibit "A" and Exhibit "A-1" will be complete within thirty (30) days from the date it begins work on said inspections. CONTRACTOR and COUNTY agree that all work performed on an "as needed" basis will be completed upon a mutually agreeable time between the parties.

- 5. COMPENSATION:** The first paragraph of this section shall be amended and replaced in its entirety with the following:

The CONTRACTOR shall be paid for annual fire alarm system inspections and "as needed" services at the Benton County locations listed herein in accordance with the service rates provided in Exhibit "A" and Exhibit "A-1". In addition, the COUNTY agrees to reimburse CONTRACTOR for the cost of the fire alarm inspection report filed through the Tegriss Fire System Program as required by the City of Kennewick (\$30.00 per inspection report) for years 2014 and 2015.

The first, second and third sentence of the second paragraph of this section shall be amended and replaced in their entirety with the following:

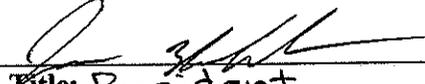
The total amount payable by the COUNTY to the CONTRACTOR under this Contract for the annual inspections detailed in Exhibit "A" and Exhibit "A-1" is fourteen thousand two hundred eighty five dollars and zero cents (\$14,285.00) excluding W.S.S.T. The CONTRACTOR shall be paid for "as needed" services at the rates provided in Exhibit "A" in an amount not to exceed ten thousand seven hundred fifteen dollars and zero cents (\$10,715.00) excluding W.S.S.T. The total amount payable for all services provided under this Contract shall not exceed twenty five thousand dollars and zero cents (\$25,000.00).

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this SECOND AMENDMENT on behalf of the COUNTY, and the CONTRACTOR has executed this SECOND AMENDMENT, on the day and year first above written.

BENTON COUNTY

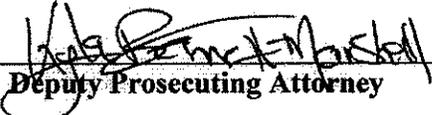
FIRE SYSTEMS WEST, INC.

Chairman



Title: President

Approved as to Form:



Deputy Prosecuting Attorney



A-1

Fire Systems West, Inc.

922 N. Lake Road • Spokane Valley, Washington 99212-1048 • Phone: (509) 534-5180 • Fax (509) 534-5221

November 2, 2015

Benton County Facilities
7122 W Okanogan Place
Kennewick, WA 99336

Re: Annual Fire Alarm inspection for the Benton County Animal Control Facility at 1116 N Grant Place,
Kennewick, WA 99336

This inspection will be added to the annual inspections already preformed for Benton County Facilities

- (1) Hour at \$95.00 an hour-\$95.00
- (1) Tegrifire filing fee-\$30.00

Total for this inspection-\$125.00

Exclusions:

Sales tax
Parts

Please contact me if you have any questions.

Sincerely,

**Maria Soria-
Conklin**

Digitally signed by Maria Soria-
Conklin
DN: cn=Maria Soria-Conklin, o,
ou=Fire Systems West, Inc.,
email=mariasc@firesystemswest.
com, c=US
Date: 2015.11.02 11:03:51 -08'00'

Maria Soria-Conklin
Administrative Assistant
Fire Systems West, Inc.
922 North Lake Road
Spokane Valley, WA 99212
509-534-5180

e. Payment to Yoder, Inc., DBA Coffey Refrigeration for Ice Machine Replacement

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>11/10/15</u>	Execute Contract	_____
Subject:	Yoder DBA Coffey Refrigeration	Pass Resolution	<u> x </u>
Prepared by:	J. Donley	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION / SUMMARY

The ice machine at the Benton County Fairgrounds malfunctioned before the Benton Franklin Fair and Rodeo and could not be repaired. Yoder, Inc. DBA Coffey Refrigeration replaced the ice maker.

RECOMMENDATION

Approve payment to Yoder, Inc. DBA Coffey Refrigeration.

FISCAL IMPACT

To be paid from Fairgrounds Operating Fund 0124101. No supplement requested.

MOTION

Move to approve the requested payment

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO YODER, INC. DBA COFFEY REFRIGERATION FOR EMERGENCY REPLACEMENT OF THE BENTON COUNTY FAIRGROUNDS ICE MACHINE IN THE SUNDOWNS KITCHEN

WHEREAS, Benton County currently has a contract in place with Yoder, Inc. DBA Coffey Refrigeration for as needed kitchen repairs; and,

WHEREAS, during a site inspection the ice machine in the kitchen of the Benton County Fairgrounds Sundowns Building failed; and,

WHEREAS, Yoder, Inc. DBA Coffey Refrigeration was called in to repair the ice machine; and,

WHEREAS, Yoder, Inc. DBA Coffey Refrigeration deemed the ice machine non-repairable and recommended the purchase and installation of a new ice machine; and

WHEREAS, Benton County's current contract with Yoder, Inc. DBA Coffey Refrigeration does not include equipment purchasing; and,

WHEREAS, unfortunately due to the conclusion of several fairgrounds projects and prior event schedules limited time and research was available to find and price a new ice machine; and,

WHEREAS, the Fairgrounds Office Manager and the Finance Analyst deemed the purchase of an ice machine and emergency as it was necessary for the scheduled events; and,

WHEREAS, Yoder, Inc. DBA Coffey Refrigeration replaced the ice machine for a cost of Seven Thousand One-Hundred Eighty Dollars and Ninety-Six cents (\$7,180.96) including W.S.S.T; **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioner hereby authorizes payment to Yoder, Inc. DBA Coffey Refrigeration in the amount of Seven Thousand One-Hundred Eighty Dollars and Ninety-Six cents (\$7,180.96) including W.S.S.T.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p>Meeting Date:</p> <p>Subject: <u>Professional Services Contract between Benton and Franklin Counties Department of Human Services and Central Washington Comprehensive Mental Health</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Kyle Sullivan, Interim Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda _____</p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other <u> X </u></p>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to re-contract with Central Washington Comprehensive Mental Health (CWCMH) to provide the services of a PharmD or ARNP under the supervision of a physician under a protocol filed with the Department of Health, psychiatrist, or a nurse practitioner.

The Contractor will provide twelve (12) hours of services per week. Services include, but are not limited to direct inmate services of evaluation and medication management, multidisciplinary team meetings, consultation to jail mental health team, and training to jail staff.

COORDINATION

Kyla Bennett Marshall-BCPA
 Kyle Sullivan, DHS

SUMMARY

Award: Not to exceed \$35,984.00
Period: November 1, 2015 through June 30, 2016
Funding Source: Fund 0108-101 Human Services Budget

RECOMMENDATION

- Sign the Resolution to accept the proposed Professional Services Contract
- Approve the proposed Professional Services Contract 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 0108-101 Human Services Budget, for a maximum total amount not to exceed \$35,984.00.

MOTION

To approve signing a Professional Services Contract between Benton and Franklin Counties Department of Human Services and Central Washington Comprehensive Mental Health, and to authorize the Chair to sign on 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 A PROFESSIONAL SERVICES CONTRACT
BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN
SERVICES AND CENTRAL WASHINGTON COMPREHENSIVE MENTAL
HEALTH (CWCMH)

WHEREAS, Benton and Franklin Counties Department of Human Services would like to re-contract with Central Washington Comprehensive Mental Health (CWCMH) to provide the services of a PharmD or ARNP under the supervision of a physician under a protocol filed with the Department of Health, psychiatrist, or a nurse practitioner; and

WHEREAS, the Contractor will provide twelve (12) hours of services per week. Services include, but are not limited to direct inmate services of evaluation and medication management, multidisciplinary team meetings, consultation to jail mental health team, and training to jail staff; NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners hereby accepts the proposed Professional Services Contract; and

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, be and they hereby is, authorized to sign, on behalf of Benton County, a Professional Services Contract between Benton and Franklin Counties Department of Human Services and Central Washington Comprehensive Mental Health, to provide the services of a PharmD or ARNP at the Benton County Jail under the supervision of a physician under a protocol filed with the Department of Health, psychiatrist, or a nurse practitioner, for a maximum consideration amount not to exceed \$35,984.00; and

BE IT FURTHER RESOLVED, the term of the attached Professional Services Contract commences on November 1, 2015 and shall expire on June 30, 2016.

Dated thisday of , 2015

Chair

Member

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

Attest: _____
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, 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 "COUNTY"), and Central Washington Comprehensive Mental Health, a Washington State Nonprofit Corporation with its principal offices at 402 South 4th Avenue, Yakima, WA 98902, (hereinafter "CONTRACTOR" or "CWCMH").

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" Access to Care Standards - 1/1/06

2. DURATION OF CONTRACT

The term of this Contract shall begin November 1, 2015 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 will provide the services of a PharmD or ARNP (Advanced Registered Nurse Practitioner) under the supervision of a physician under a protocol filed with the Department of Health, psychiatrist, or a nurse practitioner. The Contractor will provide twelve (12) hours of services per week. Services include, but are not limited to direct inmate services of evaluation and medication management, multidisciplinary team meetings, consultation to jail mental health team, and training to jail staff. Inmates will be referred and approved by a Designated Mental Health Professional (DMHP) to determine if a referral for PharmD or ARNP services is appropriate.
- b. In addition, inmates should be assessed for medical necessity by the DMHP. Medical necessity means a requested service which is reasonably calculated to

prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service.

Furthermore, prior to referral, the individual must be determined by the DMHP to have a mental illness covered by Washington State for public mental health services. To that effect, the individual's impairment(s) and corresponding need(s) must be the result of a mental illness and the intervention must be deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. The DMHP must use the access to care standards that are set forth in Exhibit "A".

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Rick Weaver, CEO
402 South 4th Avenue, Yakima, WA 98902
- b. For COUNTY: Kyle Sullivan, Human Services Interim
Administrator
7102 W. Okanogan Suite 201, Kennewick, WA 99336

5. COMPENSATION

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

- a. A rate of \$1,038.00 for each twelve (12) hours of services delivered within the Benton County Jail. This rate is in effect for all providers set forth in Section 3.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$35,984.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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 three million dollars (\$3,000,000) 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. 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, 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 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]); 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 in CONTRACTOR's possession. This 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.

Central Washington
Comprehensive Mental Health


Rick Weaver, CEO

10/13/15
Date

For Benton County:

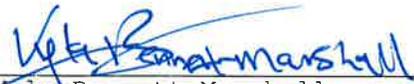
Chairman

Attest: Clerk of the Board

Approved as to Content:


Kyle Sullivan, Interim
Administrator
Department of Human Services

Approved as to Form:


Kyla Bennett-Marshall,
Benton County Deputy Prosecuting Attorney

Access to Care Standards

Eligibility Requirements for Authorization of Services for Medicaid Adults & Medicaid Older Adults

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Adult & Older Adult Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need can not be more **appropriately met by any other formal or informal system or support.**

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Goal & Period of Authorization*	<p>Brief Intervention Treatment/short term crisis resolution is necessary for the purpose of strengthening ties within the community, identifying and building on innate strengths of the family and/or other natural supports and preventing the need for long term treatment OR long term low intensity treatment is provided allowing a person who has previously received treatment at a higher level of care to maintain their recovery.</p> <p>The period of authorization may be up to six months of care OR may be up to twelve months of care when an individual is receiving long term, low intensity treatment.</p>	<p>Longer term treatment is necessary to achieve or maintain stability OR requires high intensity treatment to prevent hospitalization, out of home placement and/or decrease the use of other costly services.</p> <p>The period of authorization may be up to six months of care OR may be up to twelve months of care as determined by medical necessity and treatment goal(s).</p>
Functional Impairment <u>Must be the result of a mental illness.</u>	<ul style="list-style-type: none"> * Must demonstrate moderate functional impairment in at least <u>one</u> life domain requiring assistance in order to meet the identified need AND- * <u>Impairment is evidenced by a Global Assessment of Functioning (GAF) Score of 60 or below.</u> <p>Domains include:</p> <ul style="list-style-type: none"> * Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications * Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs 	<ul style="list-style-type: none"> * Must demonstrate serious functional impairment in at least <u>one</u> life domain requiring assistance in order to meet the identified need AND- * <u>Impairment is evidenced by a Global Assessment of Functioning (GAF) Score of 50 or below.</u> <p>Domains include:</p> <ul style="list-style-type: none"> * Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications * Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs

Access to Care Standards 11/16/16

Eligibility Requirements for Authorization of Services for Medicaid Adults & Medicaid Older Adults

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Adult & Older Adult Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need can not be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Covered Diagnosis	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Special population consultation should be considered. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Adult & Older Adult Disorders)	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Special population consultation should be considered. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Adult & Older Adult Disorders)
Supports & Environment*	May have limited social supports and impaired interpersonal functioning due to mental illness. Individual and natural supports may lack resources or have difficulty accessing entitlements (food, income, coupons, transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involvement with one or more additional formal systems requiring coordination. Requires treatment to develop supports, address needs and remain in the community.	May have lack of or severely limited natural supports in the community due to mental illness. May be involvement with one or more formal systems requiring coordination in order to achieve goals. Active outreach may be needed to ensure treatment involvement. Situation exceeds the resources of the natural support system.
Minimum Modality Set	Access to the following modalities is based on clinical assessment, medical necessity and individual need. Individuals may be referred for the following treatment: * Brief Intervention Treatment * Medication Management * Psychoeducation * Group Treatment The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.	Access to the following modalities is based on clinical assessment, medical necessity and individual need. <u>In addition to the modalities listed in Level of Care One</u> , individuals may be referred for the following treatment: * Individual Treatment * Medication Monitoring * Peer Support The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.
Dual Diagnosis	Individuals who have both a covered and a non-covered diagnosis are eligible for service based on the covered diagnosis.	Individuals who have both a covered and a non-covered diagnosis are eligible for service based on the covered diagnosis.

Access to Care Standards **01/16**

Eligibility Requirements for Authorization of Services for Medicaid Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need would not be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Goal & Period of Authorization*	Brief Intervention Treatment/short term crisis resolution is necessary for the purpose of strengthening ties within the community, identifying and building on innate strengths of the family and/or other natural supports and preventing the need for long term treatment OR long term low intensity treatment is provided allowing a person who has previously received treatment at a higher level of care to maintain their recovery. The period of authorization may be up to six months of care OR may be up to twelve months of care when an individual is receiving long term, low intensity treatment.	Longer term treatment is necessary to achieve or maintain stability OR requires high intensity treatment to prevent hospitalization, out of home placement and/or decrease the use of other costly services. The period of authorization may be up to six months of care OR may be up to twelve months of care as determined by medical necessity and treatment goal(s).
Functional Impairment Must be the result of an emotional disorder or a mental illness.	<ul style="list-style-type: none"> * Must demonstrate moderate functional impairment in at least <u>one</u> life domain requiring assistance in order to meet the identified need AND- * <u>Impairment is evidenced by a Children's Global Assessment Scale (CGAS) Score of 60 or below.</u> (Children under 6 are exempted from CGAS.) <p>Domains include: Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications Cultural Factors</p> <ul style="list-style-type: none"> * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs 	<ul style="list-style-type: none"> * Must demonstrate severe and persistent functional impairment in at least <u>one</u> life domain requiring assistance in order to meet identified need AND- * <u>Impairment is evidenced by a Children's Global Assessment Scale (CGAS) Score of 50 or below.</u> (Children under 6 are exempted from CGAS.) <p>Domains include: Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications Cultural Factors</p> <ul style="list-style-type: none"> * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill need

Access to Care Standards

Eligibility Requirements for Authorization of Services for Medicaid Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need would not be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Covered Diagnosis	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Consultation with a children's mental health specialist is required. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Childhood Disorders)	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Consultation with a children's mental health specialist is required. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Childhood Disorders)
Supports & Environment*	Natural support network is experiencing challenges, i.e., multiple stressors in the home; family or caregivers lack resources or have difficulty accessing entitlements (food, income, coupons, transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involvement with one or more child serving systems requiring coordination.	Significant stressors are present in home environment, i.e., change in custodial adult; out of home placement; abuse or history of abuse; and situation exceeds the resources of natural support system. May be involvement with one or more child serving system requiring coordination.
EPSDT Plan	Level One Services are defined as short-term mental health services for children/families with less severe need. An ISP should be developed and appropriate referrals made. Children eligible for Level One EPSDT services in the 1992 EPSDT plan are included here.	Children eligible for Level Two EPSDT services in the 1992 EPSDT plan are defined as needing longer term, multi-agency services designed to meet the complex needs of an individual child and family. Level Two is authorized for children with multi-system needs or for children who are high utilizers of services from multiple agencies. EPSDT children authorized for this level will be referred to and may require an individual treatment team in accordance with the EPSDT Plan.

Access to Care Standards 12.06

Eligibility Requirements for Authorization of Services for Medicaid Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

An individual must meet all of the following before being considered for a level of care assignment:

- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
- * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
- * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
- * The individual is expected to benefit from the intervention.
- * The individual's unmet need would not be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Minimum Modality Set	<p>Access to the following modalities is based on clinical assessment, medical necessity and individual need. Individuals may be referred for the following treatment:</p> <ul style="list-style-type: none"> * Brief Intervention Treatment * Medication Management * Psychoeducation * Group Treatment * Family Supports <p>The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.</p>	<p>Access to the following modalities is based on clinical assessment, medical necessity and individual need. <u>In addition to the modalities listed in Level of Care One, individuals may be referred for the following treatment:</u></p> <ul style="list-style-type: none"> * Individual Treatment * Medication Monitoring <p>The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.</p>
Dual Diagnosis	Individuals who have both a covered and a non-covered diagnosis may be eligible for service based on the covered diagnosis.	Individuals who have both a covered and a non-covered diagnosis may be eligible for service based on the covered diagnosis.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	October 17, 2015	Execute Contract	_____
Subject:	Upgrade to 100 Mbps Circuit for Benton County Network Connectivity	Pass Resolution	<u> x </u>
By:	Teri L. Holmes	Pass Ordinance	_____
Reviewed By:	Loretta SmithKelty	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Unhindered Internet and Wide Area Network access has become increasing more vital in the conducting of Benton County business. Resolution 2015-464 authorized the installation of a 100Mbps fiber based service into the Prosser Courthouse. Upgrading the service at the Justice Center to 100Mbps will provide Benton County with redundant internet paths, decreasing the possibility of downtime and distribution of traffic across multiple lines.

SUMMARY

One World Telecommunications has provided a one year quote for a 100 Mbps Circuit at a monthly rate of \$995.00 plus a one-time installation charge of \$200.00

RECOMMENDATION

Pass resolution to purchase fiber-based services and one time installation charges needed to upgrade Fiber-Based Internet Services to 100 Mbps from One World Telecommunications.

FISCAL IMPACT

Minimal

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING ONE WORLD TELECOMMUNICATIONS TO UPGRADE FIBER BASED INTERNET SERVICES CONNECTING BENTON COUNTY WIDE AREA NETWORK.

WHEREAS, Benton County is still under contract with One World Telecommunications as our current bandwidth and internet connectivity provider; and

WHEREAS, having uncongested internet and wide area network access has become vital to conducting of County of business; and

WHEREAS, as a compliment to Resolution 2015-464 authorizing 100Mbps Fiber Based Internet Installation at the Courthouse in Prosser, this will provide Benton County with a failover redundant path; and

WHEREAS, Information Technology recommends a one year Service Order for 100 Mbps Circuit as quoted by One World Telecommunications to take advantage of the upgrade pricing; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation of Information Technology and approves the one year Service Order for Fiber-Based Services upgrading Benton County to 100Mbps Internet Bandwidth by One World Telecommunications beginning from date of Circuit activation for 12 months as specified on the Service Order; and

BE IT FURTHER RESOLVED that the monthly charges are not to exceed \$995.00, plus Washington sales tax and one time installation charges are not to exceed \$200.00 plus Washington sales tax; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Information Technology Manager to sign the Service Order for Fiber-Based Internet Services.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor.

T Holmes



Service Order for Fiber-Based Internet Services

Customer:

Vendor:

Benton County Information
Technology
 620 Market Street
 Prosser, WA 99350

Contact: Robert Heard 509-786-5603

Initial to Select	Internet Service	Non-Recurring Charges	Monthly Charges
	100 Mbps Internet Bandwidth	\$200.00	\$995.00
	100 Mbps Internet Bandwidth Dedicated	\$600.00	\$1099.00
	200 Mbps Internet Bandwidth Dedicated	\$600.00	\$1899.00
	300 Mbps Internet Bandwidth Dedicated	\$600.00	\$2799.00
	500 Mbps Internet Bandwidth Dedicated	\$750.00	\$3499.00
	600 Mbps Internet Bandwidth Dedicated	\$750.00	\$3999.00
	700 Mbps Internet Bandwidth Dedicated	\$750.00	\$4499.00
	800 Mbps Internet Bandwidth Dedicated	\$750.00	\$5099.00

- **Contract Term for all services is 12 months. Upgrades are always welcome. Early termination results in the immediate payment of the remaining contract balance.**

- Installation is billed at the time of order. Dedicated services take 1 to 5 days to be setup. Dedicated services will require a reallocation of IP addresses.

- Services will be invoiced for the upcoming month on or about the 15th of the prior month and will be considered late if not paid by the 15th of the month of the actual service. Late payments are subject to a 1.5% late fee.

As an authorized representative of Benton County, I authorize One World Telecommunications to order and facilitate the installation of the services mentioned in this order.

 Authorized Representative Signature

 Authorized Representative Name (please print)

Date Signed: _____ Date to Begin Services: _____

Please FAX completed service order to (509) 783-6004 or scan and Email to admin@owt.com

415 N. Quay, Building B • Kennewick, Washington 99336-7735
 (509) 735-0408 • (509) 783-6004 FAX

h. Payment to Penser North America
for Worker Compensation
Administrator Services

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11/17/2015</u>	Execute Contract	_____
Subject: <u>Authorizing</u> <u>Payment to</u> <u>Penser North</u> <u>America Inc.</u>	Pass Resolution	_____X_____
	Pass Ordinance	_____
Prepared by: <u>L. Wingfield</u> Reviewed by: <u>L. Smith Kelty</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	_____X_____
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

Benton County Resolution 2012-560 authorized a personal service contract for our Self-Insured Workers' Compensation Third Party Administrator Services and this resolution expired September 30, 2015. Penser North America Inc has continued to be Benton County's Third Party Administrator. Services have already been rendered for Worker's Compensation services that occurred during October and are occurring in November. The Personnel Manager is working on a new personal services contract for Workers' Compensation Third Party Administrator Services with an anticipated new contract in place December 1, 2015. The Personnel Manager is requesting authorization to pay Penser North America Inc. for the October and November services equating to \$3,116.00.

SUMMARY

See above.

RECOMMENDATION

Approve resolution.

FISCAL IMPACT

None, no supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO PENSER NORTH AMERICA, INC. FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR SERVICES RENDERED DURING THE MONTHS OF OCTOBER AND NOVEMBER 2015.

WHEREAS, per Resolution 2012-560, Benton County and Penser North America Inc. had a personal service contract for our Self-Insured Workers' Compensation Third Party Administrator Services that expired September 30, 2015; and

WHEREAS, Penser North America Inc. has continued to be Benton County's Third Party Administrator at the previously agreed upon rate of \$1,558 per month; and

WHEREAS, services have already been rendered for the Workers' Compensation Services that occurred during October and November 2015 equating to \$3,116; and

WHEREAS, the Personnel Manager is working on a new personal services contract for Workers' Compensation Third Party Administrator Services with an anticipated new contract in place December 1, 2015; and

WHEREAS, the Personnel Manager requests the Board of Benton County Commissioners authorize payment for those services which were rendered during October and November 2015; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners authorize payment in the amount of \$1,558 per month to Penser North America, Inc. for services rendered during the months of October and November 2015 equating to \$3,116.

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

<p>AGENDA ITEM MEETING DATE: November 17, 2015 SUBJECT: Renewal of Contract with Susan Drummond Hearings Examiner MEMO DATE: November 10, 2015 Prepared By: Carel Hiatt Reviewed By: MICHAEL E. SHUTTLEWORTH</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
---	---	--

BACKGROUND INFORMATION

The Board of County Commissioners on October 28, 2014, adopted Ordinances which replaced the Board of Adjustment with a Hearings Examiner as the party responsible for making decisions on various permits, decisions and appeals. The Board signed a Hearing Examiner Personal Services Contract with Susan E. Drummond, PLLC on March 10, 2015 and shall expire on December 31, 2015 unless extended for a second year by written amendment by both parties. The Benton County Planning Department did contact Ms. Drummond with regards to the expiration of the Contract with Benton County. Ms. Drummond responded by stating that she would be willing to renew the Hearing Examiner Personal Services Contract with Benton County for the 2016 year.

SUMMARY

The Board adopted Ordinances replacing the Board of Adjustment with a Hearings Examiner System on October 28, 2014. Ms. Drummond entered into a Contract with Benton County on March 10, 2015 set to expire on December 31, 2015. Ms. Drummond has communicated her willingness to renew the Contract with Benton County for the 2016 year serving as the Hearings Examiner.

RECOMMENDATION

It is the Planning Department's recommendation that the Board of County Commissioners sign the Hearing Examiner Personal Services Contract with Susan Elizabeth Drummond, PLLC for the 2016 year.

FISCAL IMPACT

None.

MOTION

A motion to approve the attached Hearing Examiner Personal Services Contract with Susan Elizabeth Drummond, PLLC for the 2016 year.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

BEFORE THE BENTON COUNTY BOARD OF COMMISSIONERS IN THE MATTER OF COUNTY PLANNING RE: AMEND THE ORIGINAL SERVICES CONTRACT WITH SUSAN ELIZABETH DRUMMOND, PLLC, TO IMPLEMENT AND PROVIDE HEARINGS EXAMINER SERVICES FOR THE 2016 YEAR.

WHEREAS, the Board of County Commissioners on October 28, 2014, adopted Ordinances which replaced the Board of Adjustment with a Hearings Examiner as the party responsible for making decisions on various permits, decisions and appeals; and,

WHEREAS, on March 10, 2015 a Hearing Examiner Services Contract with Susan Elizabeth Drummond, PLLC, was prepared and signed by the Board of County Commissioners set to expire on December 31, 2015; and,

WHEREAS, Susan Elizabeth Drummond was contacted by the Benton County Planning Department and informed her that the Contract would expire on December 31, 2015 and would she be willing to extend the contract for a second year; and,

BE IT RESOLVED, that the contract is effective January 1, 2016 and shall expire on December 31, 2016 unless extended for a third year by written amendment by both parties.

Dated this _____ day of _____.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

MES/djh

**BENTON COUNTY
HEARING EXAMINER 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 Law Offices of Susan Elizabeth Drummond, PLLC, a Washington corporation with its principal offices at 5400 Carillon Point, Bldg. 5000, Ste. 476, 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 the following documents:

- a. These Terms and Conditions;
- b. Exhibit A, Scope of Work; and
- c. Exhibit B, Compensation.

2. DURATION OF CONTRACT

This Contract shall be effective January 1, 2016, and shall expire on December 31, 2016 unless extended for a second year by written amendment of this section by the parties. 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.
- 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 and deadlines agreed

by the parties.

- e. Except as limited by the Appearance of Fairness Doctrine or other applicable laws, 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.

The COUNTY shall:

- a. Prepare SEPA determinations, if required, on matters heard by CONTRACTOR.
- b. Prepare agendas and schedule hearing items.
- c. Publish all necessary legal advertisements and notices required for CONTRACTOR'S hearings.
- d. Provide written staff reports to CONTRACTOR at least seven (7) calendar days prior to hearings, as well as maps and other exhibits as may be necessary regarding each matter to be heard.
- e. Provide a staff person at all hearings to set up hearing room, record the hearing and receive the record of the hearing.
- f. Maintain the official file for each case.
- g. Distribute CONTRACTOR decisions to COUNTY departments, parties of record and any other person entitled to receipt of a decision.
- h. Provide CONTRACTOR with copies of all ordinances adopted by the COUNTY after March 1, 2015, related to land use laws and the Office of the Hearing Examiner, within a reasonable time after adoption.

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: Susan Elizabeth Drummond, PLLC
5400 Carillon Point, Bldg. 5000, Ste. 476
Kirkland, WA 98033

- b. For COUNTY: Benton County Planning Manager
1002 Dudley Ave.
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. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- 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 attached 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. INDEMNIFICATION BY CONTRACTOR

- 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, in connection with and shall assume full responsibility for payment of all federal, state and local taxes, or contributions imposed or required under unemployment insurance, worker's compensation, social security laws with respect to the CONTRACTOR'S business or employees engaged in the performance of this Contract.
- b. 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 asserted by any employee or agent 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**

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 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, for injuries, sickness or death of persons, and damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, or employees, occurring in connection with the services required under this Contract; provided, this section shall not apply to allegations of any negligent act, error, or omission of CONTRACTOR in making a recommendation or a decision on an application as the Hearing Examiner.
- d. 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. LEGAL REPRESENTATION/INDEMNIFICATION BY COUNTY

- a. The COUNTY agrees to provide insurance in the amount and kinds the COUNTY purchases in its policy with the Washington Counties' Risk Pool during the terms of this Contract for claims and lawsuits against CONTRACTOR alleging error in CONTRACTOR'S decisions as Hearing Examiner, and the COUNTY will hold harmless, indemnify and defend CONTRACTOR with respect to claims and lawsuits brought by third parties seeking monetary damages and/or reversal of CONTRACTOR'S decision under the same terms and conditions that a COUNTY employee would enjoy; provided, no indemnification or defense will be provided if the COUNTY elects to appeal or challenge CONTRACTOR'S decision as the Hearing Examiner unless CONTRACTOR has been named as a party in its personal capacity in the lawsuit.
- b. The costs of such legal representation by the COUNTY under section 8.a above shall not be charged to the Hearing Examiner as long as the decision rendered is

within the scope of the duties called for by this Contract. CONTRACTOR agrees that the COUNTY may settle any matter for which it provides legal representation in any manner deemed appropriate by the COUNTY, with or without consulting with or obtaining the consent of CONTRACTOR. In the event any decision rendered by CONTRACTOR is determined to be outside the scope of CONTRACTOR'S duties, the COUNTY shall have no obligation to represent or defend CONTRACTOR or any decision rendered, and CONTRACTOR'S indemnity obligations set forth in this Contract shall apply.

9. **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. **Automobile Liability:** The CONTRACTOR shall maintain,

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. CONTRACTOR may use an excess or umbrella policy in conjunction with the underlying auto policy to satisfy the limit requirements of this subsection.

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.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.
10. Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverages and cover those insured by the underlying policies. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another.

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. 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 9 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, including any excess or umbrella policies, 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. TERMINATION

- a. The COUNTY may terminate this Contract, with or without cause, upon sixty (60) days written notice personally delivered to the CONTRACTOR or mailed to the address set forth above in section 4.a. In the event of termination, all finished or unfinished documents, reports, or other material or work of the CONTRACTOR pursuant to this Contract shall be submitted to the COUNTY, and the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the date of termination 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 section 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 services accepted by the COUNTY, in accordance with Exhibit B of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere.

11. NON-ASSIGNMENT AND PRO-TEM HEARING EXAMINER

- 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. It is contemplated that there will be times when CONTRACTOR cannot serve because of conflict of interest, an appearance of fairness conflict, illness or other good cause, and that the COUNTY may appoint or contract with a third party to serve as a pro-tem hearing examiner in the event of CONTRACTOR'S failure or inability to perform under this Contractor for any other reason at the COUNTY'S sole discretion.

12. OWNERSHIP OF WORK PRODUCTS

The COUNTY shall keep the official record in each matter before CONTRACTOR and all primary copies of exhibits. CONTRACTOR shall possess only secondary, working copies of all data, materials, reports, memoranda and other documents or recordings developed under this Contract. Upon any notice of termination, CONTRACTOR shall complete any outstanding, unfinished matter within all time periods required under this Contract. All completed decisions shall become the property of the COUNTY. Upon termination or expiration of this Contract, CONTRACTOR shall return any working copies in its possession, as requested by COUNTY, but shall be entitled to retain attorney work product.

13. 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.

14. 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 Exhibit B 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 made with reasonable basis to do so from the COUNTY'S contract representative or designee.

15. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including but not limited to laws pertaining to the ability of CONTRACTOR to act as hearing examiner in situations where CONTRACTOR may have an actual or apparent conflict of interest or appearance of unfairness.

16. 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.

17. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors
Hearing Examiner Contract

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.

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. 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
- Hearing Examiner 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, 8, and 9); inspection and keeping of records and books (Section 16); litigation hold notice (Section 25); and Public Records Act (Section 26).

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 16 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 16.

26. 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: _____

DATED: November 5, 2015

BENTON COUNTY BOARD OF COMMISSIONERS

**CONTRACTOR
Law Offices of Susan Elizabeth Drummond, PLLC**

Chairman



Susan Drummond, Managing Member

Member

Member

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

Attest: _____, Clerk of the Board

Approved as to Form:


_____, Deputy
Prosecuting Attorney

EXHIBIT A

SCOPE OF WORK

1. All duties of CONTRACTOR shall be performed pursuant to the direction of the COUNTY'S Planning Manager or his or her designee.
 2. CONTRACTOR shall assist in the implementation and improvement of a hearing examiner system for the COUNTY, and such assistance shall include but is not limited to preparing for the COUNTY'S review and use proposed Rules of Procedure of the Office of Hearing Examiner that comply with Ordinance No. 559 and all applicable law.
 3. CONTRACTOR shall, at the COUNTY'S request, conduct hearings, render decisions and perform all necessary related acts in order to fulfill the duties set forth in Benton County Ordinance No. 559, as currently in effect or as hereafter amended. Such related acts include, but are not limited to, receiving and examining all information presented to it, conducting all necessary public hearings, preparing and adopting written Findings of Fact and Conclusions of Law and Decisions, when legally required or when otherwise appropriate. Such decisions shall be rendered within the time period allowed by Ordinance No. 559 as currently in effect or as hereafter amended.
 4. CONTRACTOR shall regularly hold hearings on dates convenient to staff and as frequently as needed to review and decide upon applications in a timely manner. Unless special notification is given otherwise, hearings will be held in the Benton County Planning Annex Hearing Room in Prosser, Washington. CONTRACTOR may schedule special meetings and continued meetings, as deemed necessary and with concurrence of the COUNTY.
 5. CONTRACTOR will work independently and without direct supervision. CONTRACTOR will remain fully knowledgeable of COUNTY zoning code and all other COUNTY codes, regulations, ordinances, resolutions and policies affecting the areas of concern related to CONTRACTOR'S duties.
 6. CONTRACTOR shall perform its duties under the Contract to the COUNTY'S satisfaction, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens and staff; and timely preparing decisions based on sound reasoning and all applicable law. When deemed appropriate and under the circumstances allowed by law, CONTRACTOR shall make site visits to familiarize itself with the site of the proposed land use and surrounding area.
 7. CONTRACTOR shall provide all office space and equipment necessary to perform its obligations under this Contract and shall
- Hearing Examiner Contract

maintain an active e-mail address for electronic communications and transfer of information.

8. CONTRACTOR shall annually report in writing to the COUNTY by December 1, 2016, regarding the decisions rendered during the year and state any recommendations for changing or improving the COUNTY'S hearing examiner system.

EXHIBIT B

COMPENSATION

For the performance of services under this Contract, the COUNTY agrees to compensate CONTRACTOR as follows:

A. For months where hearing(s) are held in Benton County:

(1) \$3,000.00 for a month if only one trip to the County for public hearings is required in a month and the hearing(s) on that day end by 9:00 p.m. or,

(2) \$3,500.00 for each month that more than one trip by the contractor is necessary for public hearing(s), or if the hearing(s) extends past 9:00 p.m. on a particular date; or,

B. For months where no hearings are held in Benton County:

(1) \$250.00, as compensation for advice and non-hearing items.

C. CONTRACTOR is not entitled to reimbursement for expenses incurred under this Contract, and the above amounts are the sole compensation and consideration payable to CONTRACTOR under this Contract.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Tuesday, November 17, 2015	Execute Contract	_____
Subject:	Line Item Transfer	Pass Resolution	<u> X </u>
Prepared by:	M.Ault	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	<u> X </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

We are requesting transfer funds to an underfunded line-item in accordance with Resolution 2014-113.

SUMMARY

A line item transfer in the amount of \$3600 is needed to ensure this line-item (515.400.3192) stays current in accordance with Resolution 2014-113.

RECOMMENDATION

Recommend that the resolution is passed allowing the line item transfer.

FISCAL IMPACT

There is no fiscal impact / no supplement required.

MOTION

Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX (3/10 OF 1%, DEPARTMENT NO. 117

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

Dated this day of, 2015

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
Cc: PA. Auditor, LSK,

BENTON COUNTY LINE ITEM TRANSFER

Exhibit "A"

Dept Name: Prosecuting Attorney

Dept Nbr: 117

Fund Name: Public Safety Tax

Fund Nbr: 0148-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM NAME	AMOUNT
515.300.	4959	IT -Equipment Lease	\$ 3,600.00	515.300	3192	IT - Computer Hardware/Software	\$3,600.00
TOTAL			\$3,600	TOTAL			\$3,600.00

Explanation:

Explanation: To fund an underfunded line-item.

Prepared by: Margaret Ault *M. Ault*

Date: 11/5/2015

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Tuesday, November 17, 2015	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Line Item Transfer	Pass Resolution <u> X </u>	Public Hearing _____
Prepared by: M.Ault	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

We are requesting transfer funds to an underfunded line-item in accordance with Resolution 2014-113.

SUMMARY

A line item transfer in the amount of \$400.00 is needed to ensure this line (515.330.1925) stays current in accordance with Resolution 2014-113.

RECOMMENDATION

Recommend that the resolution is passed allowing the line item transfer.

FISCAL IMPACT

There is no fiscal impact / no supplement required.

MOTION

Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS
WITHIN CURRENT EXPENSE FUND 0000.101, DEPARTMENT NO. 117**

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

Dated this day of, 2015

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
Cc: PA. Auditor, LSK,

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecutor's Office

Dept Nbr: 117

Fund Name: Current Expense

Fund Nbr: 0000.101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	1830	DPA	\$400	515.330	1925	Civil Overtime	\$ 400.00
TOTAL			\$0	TOTAL			\$400

Explanation: Due to staffing issues, an employee was paid overtime to make sure deadlines were met. There was no overtime budget at that time.

Prepared by: Margaret Ault

Date: 03-Nov-2015

Approved Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: AUTHORIZATION TO PAY MAINTENANCE AND UPGRADE FEES AND HOURLY RATES FOR PROGRAMMING AND SQL/DBE AND ON-SITE SERVICES TO CASCADE SOFTWARE SYSTEMS, INC., EUGENE, OREGON

WHEREAS, on September 29, 2003, Resolution 03-546 authorized the purchase of cost accounting software from Cascade Software Systems Inc.; and

WHEREAS, Appendix B of said contract stated an Annual Maintenance Agreement would be submitted at a later date; and

WHEREAS, on January 9, 2004, the County Engineer entered into an Agreement for Maintenance and System Services which stated it shall be automatically renewed annually on the anniversary date unless terminated by either party within thirty days of said date; and

WHEREAS, in addition to the maintenance fee, Benton County will pay hourly rates for programming and SQL/DBE services above and beyond the scope of normal maintenance; and

WHEREAS, a written renewal notice with updated maintenance and upgrade fees and hourly programming rates is to be submitted to Benton County no later than 60 days prior to the anniversary date; and

WHEREAS, Cascade Software Systems, Inc. in accordance with the agreement, submitted the maintenance and upgrade fee for 2016 in the amount of \$10,020.71 and hourly billable rates of \$145.00 per hour for programming and \$155.00 per hour for SQL/DBE services and on-site services; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners authorizes payment to Cascade Software Systems, Inc., Eugene, Oregon for the maintenance and upgrade fee for 2016 in an amount not to exceed \$10,020.71; and

BE IT FURTHER RESOLVED that the Board authorizes payment for billable programming hours for 2016 in an amount not to exceed \$1,500.00.

Dated this 17th day of November, 2015.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Memo

To: Christina Aranda
From: Aad F. Alkemade
CC:
Date: 11/1/15
Re: CAMS Maintenance Rates for FY 2016

In accordance with the current CAMS Agreement for Maintenance and System Services I hereby submit updated rates for FY 2016:

FY 2015 Maintenance Fee	\$ 8,290.07
FY 2015 New Additions	\$ 0.00
Cost of Living & CAMS Growth Increase: 0.73%	\$ <u>60.52</u>
FY 2016 Maintenance Fee	\$ 8,350.59
FY 2016 Upgrade Fee	\$ <u>1,670.12</u>
Total	\$ 10,020.71

The following hourly billing rates will be in effect during FY 2016:

Programming Rate per Hour	\$ 145.00
SQL/DBE Services Rate per Hour	\$ 155.00
Onsite Rate per Hour	\$ 155.00

Rates decrease using sliding scale depending on total number of hours.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS FOR NINE CANYON 2 – BECK ROAD TO MILLS ROAD PROJECT, CE 1922 CRP AND THE SETTING OF THE BID DATE FOR SAID PROJECT

WHEREAS, it is the intention of Board of County Commissioners to advertise for bids from contractors for the Nine Canyon 2 – Beck Road to Mills Road Project, CE 1922 CRP, as listed in the Six Year Road Program; and

WHEREAS, a bid packet (No. CB 15-14) was prepared by Benton County Road Department staff and submitted to the departmental assigned Deputy Prosecuting Attorney from the Civil Division of the Benton County Prosecuting Attorney’s office for review and was approved as to form; **NOW THEREFORE**,

BE IT RESOLVED the Plans for the Nine Canyon 2 – Beck Road to Mills Road Project, CE 1922 CRP heretofore signed by the County Engineer, be and hereby are approved, and the Chairman is authorized to sign Sheet 1 of said Plans on behalf of Benton County; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 15-14, Nine Canyon 2 – Beck Road to Mills Road, CE 1922 CRP and that the bids will be received by the Road Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Monday, December 14, 2015. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Road Department conference room at 2:00 p.m., Monday, December 14, 2015.

Dated this 17th day of November, 2015.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS FOR NINE CANYON 2 – BECK ROAD TO MILLS ROAD PROJECT, CE 1922 CRP AND THE SETTING OF THE BID DATE FOR SAID PROJECT

WHEREAS, it is the intention of Board of County Commissioners to advertise for bids from contractors for the Nine Canyon 2 – Beck Road to Mills Road Project, CE 1922 CRP, as listed in the Six Year Road Program; and

WHEREAS, a bid packet (No. CB 15-14) was prepared by Benton County Road Department staff and submitted to the departmental assigned Deputy Prosecuting Attorney from the Civil Division of the Benton County Prosecuting Attorney’s office for review and was approved as to form; **NOW THEREFORE**,

BE IT RESOLVED the Plans for the Nine Canyon 2 – Beck Road to Mills Road Project, CE 1922 CRP heretofore signed by the County Engineer, be and hereby are approved, and the Chairman is authorized to sign Sheet 1 of said Plans on behalf of Benton County; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 15-14, Nine Canyon 2 – Beck Road to Mills Road, CE 1922 CRP and that the bids will be received by the Road Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Monday, December 14, 2015. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Road Department conference room at 2:00 p.m., Monday, December 14, 2015.

Dated this 17th day of November, 2015.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH APOLLO, INC. FOR THE SELLARDS ROAD PROJECT – C.E. 1775 CRP

WHEREAS, by Resolution 2015-752 dated October 20, 2015, an award was made to Apollo, Inc., Kennewick, Washington; and

WHEREAS, the contract in the amount of \$1,497,691.45 has been executed by Apollo, Inc.; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; NOW, THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded October 20, 2015 to Apollo, Inc, in the amount of \$1,497,691.45 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the Sellards Road project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the Sellards Road project – C.E. 1775 CRP shall be completed in its entirety within eighty (80) working days as described in the contract documents.

Dated this 17th day of November, 2015.

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2015, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and Apollo, Inc., 1133 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1775 CRP – Sellards Road," and as described in and in accordance with the State of Washington 2014 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$1,497,691.45, payable as provided in the Contract Documents.

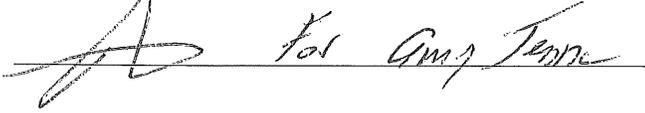
V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. 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 attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. 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.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor
APOLLO, INC.



Amy Jenne, Vice President

October 30, 2015

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

Date: 10/22/15

o. Purchase of Grader Blade Cutting Edges from Western States Equipment Company

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>Consent Agenda</u>	<u>Public Hearing</u>	<u>1st Discussion</u>	<u>2nd Discussion</u>	<u>Other</u>
Meeting Date: <u>Nov. 17, 2015</u>	Execute Agreement _____	<u>X</u>	_____	_____	_____	_____
Subject: <u>E. R. & R Purchase</u>	Pass Resolution <u>X</u>	_____	_____	_____	_____	_____
Prepared by: <u>slc</u>	Pass Ordinance _____	_____	_____	_____	_____	_____
Reviewed by: <u>M. Rasmussen</u>	Pass Motion _____	_____	_____	_____	_____	_____
	Other _____	_____	_____	_____	_____	_____

BACKGROUND INFORMATION

It is necessary for the ER&R Fund to replace the grader blade cutting edges on a routine basis. There is a \$20,000 expenditure for replacing the grader blade cutting edges in the 2015 One Year Road Program that has been approved by the Board. Quotes were solicited from the local vendors that supply the cutting blades. Staff also looked at the State Contract for pricing. The quotes received were as follows:

Rowand Machinery Company, Pasco, WA	\$110.00 per blade
State Contract pricing –through Rebuilding & Hardfacing, Inc., Colville, WA	\$100.17 per blade
Western States Equipment Company, Pasco, WA	\$ 93.98 per blade

All quotes are freight included and do not include Washington State Sales Tax.

SUMMARY

Quotes were received for supplying grader blade cutting edges. Western States Equipment Company, Pasco, WA is the lowest bidder.

RECOMMENDATION

Approve the award of the business of supplying grader blade cutting edges through December 31, 2015 to Western States Equipment Company, Pasco, Washington in an amount not to exceed \$20,000.00 including Washington State Sales Tax.

FISCAL IMPACT

Up to \$20,000 approved in the 2015 One Year Road Program and budgeted in the ER&R budget.

MOTION

Approve the resolution as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND PURCHASE OF GRADER BLADE CUTTING EDGES FROM WESTERN STATES EQUIPMENT COMPANY, PASCO, WASHINGTON

WHEREAS, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 2.2.2 (Purchases or Leases between \$5,000 and \$24,999), county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by resolution; and

WHEREAS, written quotations for grader blade cutting edges were solicited and are as follows:

Western States Equipment Company, Pasco, WA	\$ 93.98/blade
Rebuilding & Hardfacing, Colville, WA	\$100.17/blade
Rowand Machinery Company, Pasco, WA	\$110.00/blade

WHEREAS, the County Engineer recommends award of the business to Western States Equipment Company, Pasco, Washington; **NOW, THEREFORE**,

BE IT RESOLVED that the business of supplying Grader Blade Cutting Edges through December 31, 2015 be awarded to Western States Equipment Company, Pasco, Washington, in an amount not to exceed \$20,000.00; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase and payment of all invoices from the ER&R fund.

Dated this 17th day of November 2015.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



GENERAL OFFICE
P.O. Box 38
BOISE, IDAHO
83707
BOISE
208/888-2287
Truck/Engine
208/947-4501

POCATELLO
208-232-2640
LEWISTON
208/746-3301

TWIN FALLS
208/734-7330
IDAHO FALLS
208/552-2287

SPOKANE
509/535-1744
Truck Engine
509/535-2287

PASCO
509/547-9541

LA GRANDE
541/963-3101
PENDLETON
541/276-5812

MISSOULA
406/721-4050
KALISPELL
406/752-3030

FOR INQUIRIES PLEASE
REFERENCE THIS NUMBER

CUSTOMER QUOTE

* EXPIRES 12/10/15 * CHARGE*

DOCUMENT NO.
110016472

SOLD TO BENTON COUNTY ROAD DEPT
PO BOX 1001
PROSSER WA 99350-0954

CUSTOMER NO. SHIP TO
0722030

509-786-5611

STORE
11 *

FILLED BY	
W/C LOCATION	
W/C PIECE/S	

ORDERED BY MIKE ZEMORA
TELEPHONE 509 984 3255

CUST. ORDER NO.
INSTRUCTIONS DELIVERY LOCATION SHIP VIA
DELIVER

MAKE P/C	MODEL	SERIAL NO.	EQUIP. NO.	ARRANGEMENT NO.	DATE	TIME	ENT. BY	REFERENCE NO.	PAGE
					11/10/15	14:47:18	WDL		1

ITEM NO.	QUANTITY	DESCRIPTION	LOCATION	N/R	TR	SOS	WEIGHT	UNIT PRICE	EXTD PRICE
1	30	30 7D-1577 M/G CUT EDGE					000 126.6	234.95	
2	70	17 53 5D-9559 M/G CUT EDGE					000 130.0	-140.97	2819.40
TOTAL NET WEIGHT OF SHIPPED ITEMS								12898.0	

8.6% WASH SALES TAX 808.23

USD SELL TOTAL 10206.23

ALL ITEMS ABOVE ARE
SUBJECT TO THE PARTS
RETURN POLICY TERMS
AND CONDITIONS

I CERTIFY THIS PURCHASE IS FOR USE IN THE PRODUCTION OF
TANGIBLE PERSONAL PROPERTY BY MINING, MANUFACTURING,
PROCESSING, FABRICATION, OR FARMING.

RECEIVED BY



www.rowand.com

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

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



JOHN DEERE

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

PARTS QUOTATION

Invoice To Account No.: 2510



Deliver To:

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

Benton County Public Works
14303 N. Hinzlerling Road
PROSSER WA 99350

Home Ph:5095461782 Mob Ph:
Work Ph: 5097865611

Quotation No.: 65847
Date: 11/10/2015
Page: 1 of 1

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price
30.00	0	T66704	Dura-Max Cutting Edge	RK3&5	120.00	110.00	\$3,300.00
INVOICE CONTAINS \$300.00 DISCOUNT							

Customer PO No.:	Delivery Note:
Tax Exempt No.:	
Salesperson: Bryan Robert	

Sub Total:	\$3,300.00
Sales Tax:	\$0.00
Total:	\$3,300.00
Deposit Received:	\$0.00
Balance Due:	\$3,300.00
EXCLUDES TAX	

**State of Washington
Pricing & Ordering Information**

Updated: May 11, 2015

Contract number: 03014 (replaces 01011)

Contract title: Cutting Edges for Snow Plows and Graders

Award date: May 27, 2014

Period of performance: Jun 1, 2014 **through:** Jun 1, 2015

Contract term: Not to exceed eight years

Contract type: This contract is designated as mandatory use.

Products/Services available: Cutting edges, blades and options

Updates: New pricing for Category 3 -Rubber Cutting Edges effective 12/04/2014

Contractors: This contract is awarded to multiple contractor(s):

1. *Category 1: Cutting Edges for Truck Mounted Snow Plows*

- Rebuilding and Hardfacing Inc.
- Winter Equipment Company
- Chemung Supply Corp

2. *Category 2: Cutting Edges for Road Graders*

- Rebuilding and Hardfacing Inc.

3. *Category 3: Rubber Cutting Edges*

- Norstar Industries Inc.
- Columbia Rubber Mills Inc.

4. *Category 4: Ceramic Combination Blades*

- Norstar Industries Inc.

5. *Category 5: Carbide Combination Blades*

- Norstar Industries Inc.

Primary user agency(ies): Washington State Department of Transportation (WSDOT)

All other Washington state agencies, Washington State institutions of higher education, political subdivisions within the state of Washington, tribal entities in the state of Washington, and any Washington non-profit corporation with 501(c)(3) tax exempt status receiving local, state or federal government funds, either directly or through a political subdivision, provided the state agency, institution of higher education, political subdivision, tribal entity or public benefit non-profit corporation has signed a Master Contracts Usage Agreement (MCUA) with DES allowing it to use Washington State master contracts.

The Contract will also be available for use by members of the Oregon Cooperative Purchasing Program (ORCPP).

Contract pricing: See pages 11 -14 below

Ordering information: See pages 3 – 10 below

NOTES:

- I. This contract will be for use by the Washington State Department of Transportation (WSDOT), other Washington state agencies, Washington State institutions of higher education, political subdivisions within the state of Washington, tribal entities in the state of Washington, and any Washington non-profit corporation with 501(c)(3) tax exempt status receiving local, state or federal government funds, either directly or through a political subdivision, provided the state agency, institution of higher education, political subdivision, tribal entity or public benefit non-profit corporation has signed a Master Contracts Usage Agreement (MCUA) with DES allowing it to use Washington State master contracts.

The Contract will also be available for use by members of the Oregon Cooperative Purchasing Program (ORCPP).

While use of the contract by institutions of higher education, political subdivisions, tribal entities and qualified non-profit corporations is optional, DES encourages them to use this contract. 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 such entities.

– Washington MCUA users: <https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>

– ORCPP members:

<http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>

- II. It is the contractor's responsibility to verify qualified Washington entities have signed a MCUA with DES and Oregon purchasers are current ORCPP members prior to processing orders received under this contract.
- III. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the your Master Contract Usage Agreement State Purchasing Cooperative call (360) 407-2214, or visit <http://www.des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/MasterContractsUsageAgreement.aspx>
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original IFB, and all appendices and amendments thereto published in WEBS by DES during the solicitation.
- V. Free on Board (FOB) Destination: all deliveries shall be FOB Destination, freight pre-paid and included in price, with Contractor bearing risk of loss.
- VI. Delivery Time: 90 calendar days ARO, except 180 calendar days on orders with round mounting holes.
- VII. Delivery Location: All goods shall be delivered to the location points as indicated on the Field Order (which may be throughout the State of Washington) and, for orders by WSDOT, include but are not limited to the following:

Eastern Region 2714 North Mayfair Street Spokane, WA 99207- 2090	North Central Region 1551 North Wenatchee Ave Wenatchee, WA 98801- 1156	Northwest Region 3700-9 th Ave South Seattle, WA 98108
Olympic Region 5720 Capitol Blvd Tumwater, WA 98501- 2601	South Central Region 2809 Rudkin Road Union Gap, WA 98903- 1648	Southwest Region 4200 Main Street Vancouver, WA 98663- 1847

Regular business hours are defined as 8:00 AM to 3:30 PM Monday through Thursday, excluding Washington State Holidays. The contractor shall notify the purchaser three days prior to making a delivery. Deliveries outside the regular business hours must be pre-arranged with the purchaser. If contractor attempts to make delivery without prior arrangements, the State reserves the right to reject delivery.

- VII. A surcharge of \$5.00 per foot may be imposed for any non-WSDOT order under 20 feet. Under no circumstances will this surcharge be imposed on any order by WSDOT.

Contractor Information

Contractor:	Chemung Supply Corporation
Category Awarded:	Category 1: Cutting Edges for Truck Mounted Snow Plows
Contact:	Michael Menner
Phone:	607-733-5506
Fax:	607-732-5379
Email:	mmenner@chemungsupply.com
Federal ID No.:	16-0380890
Mailing Address:	P.O. Box Elmira, NY 14902
Order Placement, & Payment Address:	P.O. Box 527 Elmira, NY 14902
Ordering Procedures:	Contact Michael Menner at 607-733-5506 or via email at mmenner@chemungsupply.com
Purchasing Card Acceptance:	Yes
Delivery time:	90 calendar days ARO, except 180 calendar days on orders with round mounting holes
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included. For non-WSDOT orders less than 20 ft, customer to pay surcharge of \$5.00/ft.
Other:	Sales Tax is not included

Contractor:	Columbia Rubber Mills
Category Awarded:	Category 3: Rubber Cutting Edges
Contact:	Bruce Weaver
Phone:	800-547-5557 x113
Email:	bruce@columbiarubbermills.com
Federal ID No.:	46-4895037
Mailing Address:	P.O. Box 220 Clackamus, OR 97015
Order Placement, & Payment Address:	P.O. Box 220 Clackamus, OR 97015
Ordering Procedures:	Contact Jack Jones at 503-557-9919 x111
Purchasing Card Acceptance:	Yes
Delivery time:	90 calendar days ARO, except 180 calendar days on orders with round mounting holes
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included. For non-WSDOT orders less than 20 ft, customer to pay surcharge of \$5.00/ft.
Other:	Sales Tax is not included

Contractor:	Norstar Industries, Inc.
Category Awarded:	Category 3: Rubber Cutting Edges Category 4: Ceramic Combination Blades Category 5: Carbide Combination Blades
Contact:	Greg W. Swain/Amanda Wolf
Phone:	800-735-1881
Email:	sales@norstarind.com
Federal ID No.:	91-1343594
Mailing Address:	2302 "A" Street SE Auburn, WA 98002
Order Placement, & Payment Address:	2302 "A" Street SE Auburn, WA 98002
Ordering Procedures:	Contact Greg Swain at 206-972-7333 or gregs@norstarind.com or Amanda Wolfe at amandaw@norstarind.com
Purchasing Card Acceptance:	Yes
Delivery time:	90 calendar days ARO, except 180 calendar days on orders with round mounting holes
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included. For non-WSDOT orders less than 20 ft, customer to pay surcharge of \$5.00/ft.
Other:	Sales Tax is not included; 20% restocking fee

Contractor:	Rebuilding and Hardfacing Inc.
Categories Awarded:	Category 1: Cutting Edges for Truck Mounted Snow Plows Category 2: Cutting Edges for Graders
Contact:	John Marx
Phone:	509-684-4879
Email:	rhinc@qwestoffice.net
Federal ID No.:	91-1017275
Mailing Address:	1390 N. Main Colville, WA 99114
Order Placement, & Payment Address:	1390 N. Main Colville, WA 99114
Ordering Procedures:	Contact John Marx at 509-684-4879 or rhinc@qwestoffice.net
Purchasing Card Acceptance:	Yes
Delivery time:	90 calendar days ARO, except 180 calendar days on orders with round mounting holes
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included. For non-WSDOT orders less than 20 ft, customer to pay surcharge of \$5.00/ft.
Other:	Sales Tax is not included

Contractor:	Winter Equipment Company, Inc.
Category Awarded:	Category 1: Cutting Edges for Truck Mounted Snow Plows
Contact:	Rayanna Modzelewski
Phone:	800-294-6837
Email:	rayanna@winterequipment.com
Federal ID No.:	34-1566847
Mailing Address:	1900 Joseph Lloyd Parkway Willoughby, OH 44904
Order Placement, & Payment Address:	1900 Joseph Lloyd Parkway Willoughby, OH 44904
Ordering Procedures:	Contact Rayanna Modzelewski at 800-294-6837
Purchasing Card Acceptance:	Yes
Delivery time:	90 calendar days ARO, except 180 calendar days on orders with round mounting holes
Payment terms:	Net 30
Freight:	F.O.B. Destination Freight Pre-paid & Included. For non-WSDOT orders less than 20 ft, customer to pay surcharge of \$5.00/ft.
Other:	Sales Tax is not included

Pricing Information

Category 1 - Cutting Edges for Truck Mounted Snowplows				
Subcategory A: Standard Snowplow Cutting Edges				
Item	Description	Chemung Supply Corp	Rebuilding & Hardfacing	Winter Equipment Company
a)	½ inch thick x 6 inches wide	\$8.20	\$6.80	\$8.59
b)	½ inch thick x 8 inches wide	\$10.75	\$8.86	\$11.24
c)	¾ inch thick x 6 inches wide	\$11.99	\$9.46	\$13.17
d)	¾ inch thick x 8 inches wide	\$15.51	\$13.13	\$17.12
Subcategory B: Special Through Hardened Snowplow Cutting Edges				
a)	5/8 inch thick x 6 inches wide	\$12.10	\$9.56	\$16.40
b)	5/8 inch thick x 8 inches wide	\$16.35	\$13.05	\$21.30
c)	¾ inch thick x 6 inches wide	\$14.50	\$13.42	\$20.65
d)	¾ inch thick x 8 inches wide	\$19.40	\$15.69	\$26.27
Subcategory C: Cutting Edges with Carbide Insert				
a)	¾ inch thick x 6 inches wide	\$43.07	\$51.92	\$64.57
b)	7/8 inch thick x 5 inches wide	\$42.92	\$51.57	\$64.57

Category 2 - Cutting Edges for Graders

Subcategory A: Standard Grader Cutting Edges

<u>Item</u>	<u>Description</u>	<u>Rebuilding & Hardfacing</u>
Type 1: Double Bevel Flat Cutting Edges		
a)	1/2 inch thick x 6 inches wide	\$9.04
b)	5/8 inch thick x 6 inches wide	\$15.80
c)	3/4 inch thick x 6 inches wide	\$18.85
d)	3/4 inch thick x 8 inches wide	\$23.90
Type 2: Single Bevel Flat Cutting Edges		
a)	1/2 inch thick x 8 inches wide	
b)	5/8 inch thick x 6 inches wide	
c)	3/4 inch thick x 6 inches wide	
d)	3/4 inch thick x 8 inches wide	
Type 3: Double Bevel Curved Cutting Edges		
a)	1/2 inch thick x 6 inches wide	\$6.46
b)	1/2 inch thick x 8 inches wide	\$9.17
c)	5/8 inch thick x 6 inches wide	\$7.62
d)	5/8 inch thick x 8 inches wide	\$11.20
e)	3/4 inch thick x 8 inches wide	\$14.31 per foot 7' = \$100.17
Type 4: Serrated Edges		
a)	3/4 inch thick x 8 inches wide left angle teeth	\$22.26
b)	3/4 inch thick x 8 inches wide right angle teeth	\$22.26

Subcategory B: Special Through Hardened Grader Cutting

<u>Item</u>	<u>Description</u>	
Type 1: Double Bevel Flat Cutting Edges		
a)	1/2 inch thick x 6 inches wide	
b)	5/8 inch thick x 6 inches wide	\$15.80
c)	3/4 inch thick x 6 inches wide	\$18.85
d)	3/4 inch thick x 8 inches wide	
Type 2: Single Bevel Flat Cutting Edges		
a)	1/2 inch thick x 8 inches wide	
b)	5/8 inch thick x 6 inches wide	
c)	3/4 inch thick x 6 inches wide	
d)	3/4 inch thick x 8 inches wide	
Type 3: Double Bevel Curved Cutting Edges		
a)	1/2 inch thick x 6 inches wide	
b)	1/2 inch thick x 8 inches wide	
c)	5/8 inch thick x 6 inches wide	\$9.57
d)	5/8 inch thick x 8 inches wide	\$13.05
e)	3/4 inch thick x 8 inches wide	\$15.69
Type 4: Serrated Cutting Edges		
a)	3/4 inch thick x 8 inches wide left angle teeth	\$33.14
b)	3/4 inch thick x 8 inches wide right angle teeth	\$33.14

Category 3 – Rubber Cutting Edges

<u>Item</u>	<u>Description</u>	<u>Columbia Rubber Mills</u>		<u>Norstar Industries</u>	
			<u>Effective 12/4/14</u>		<u>Effective 12/4/14</u>
a)	Standard highway slots - 10 inches	\$28.70	30.01	\$41.00	42.80
b)	Standard highway slots - 12 inches	\$36.00	37.58	\$54.00	56.37
c)	Special slots - 10 inches	\$34.40	35.91		
d)	Special slots - 12 inches	\$43.16	45.06		

Category 4 – Ceramic Combination Blades

<u>Description</u>	<u>Norstar Industries</u>
Height: 197 mm, Thickness: 50 mm	\$151.00

Category 5 – Carbide Combination Blades

<u>Description</u>	<u>Norstar Industries</u>
Height: 187 mm, Thickness: 40 mm	\$229.00

Options

Available through Winter Equipment Company:

<u>Item</u>	<u>Description</u>	<u>Price</u>
a)	Winter Equipment PlowGuard CurbGuard (PC6312 L/R)	\$107.48
b)	Winter Equipment PlowGuard CurbGuard (PS6412)	\$87.97
c)	36" Plow Marker Set (includes 2 plow markers and hardware)	\$29.75
d)	30" Plow Marker Set (includes 2 plow markers and hardware)	\$27.75
e)	BlockBuster Extreme 10ft length	\$2,460.50
f)	BlockBuster Extreme 11ft length	\$2,650.50
g)	BlockBuster Extreme 12ft length	\$2,831.00
h)	JOMA System 10ft Initial Setup	\$2,838.70
i)	JOMA System 11ft Initial Setup	\$3,100.20
j)	JOMA System 12ft Initial Setup	\$3,361.80
k)	JOMA System 10ft Replacement Setup	\$2,018.20
l)	JOMA System 11ft Replacement Setup	\$2,200.10
m)	JOMA System 12ft Replacement Setup	\$2,745.90
n)	RoadMaxx System for Underbody/Grader plow 10ft length	\$908.41
o)	RoadMaxx System for Underbody/Grader plow 11ft length	\$982.57
p)	RoadMaxx System for Underbody/Grader plow 12ft length	\$1,056.17
q)	RoadMaxx System for Underbody/Grader plow 14ft length	\$1,257.29

Available Through Norstar Industries:

<u>Item</u>	<u>Description</u>	<u>Price</u>
a)	Curb Runner Guard	\$197.00
b)	Norstar Curb Shoe	\$109.00

Available Through Rebuilding and Hardfacing:

<u>Item</u>	<u>Description</u>	<u>Price</u>
a)	Curb Runner Guard	\$190.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 17, 2015</u>	Execute Contract	<u>X</u>
Subject: <u>Contract Modification</u>	Pass Resolution	<u>X</u>
<u>w/ Dept. of Energy</u>	Pass Ordinance	_____
Prepared by: <u>L. Small</u>	Pass Motion	_____
Reviewed by:	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Benton County and the U.S. Department of Energy entered into a contract for law enforcement service beginning of 1993.

Per Resolution 2013-268 and Contract No. DE-EM0002426, the Department of Energy solicited the Sheriff’s Office for a contract that would continue law enforcement services for the calendar year 2013 with four (4) one-year options.

Per Resolution 2013-845, the Board approved a contract modification to contract DE-EM0002426 between Benton County and U.S. Department of Energy, which reduced the original contract amount for law enforcement services on the Hanford Site, and also approved for the first option year of 2014 in the amount of \$901,255.

Per Resolution 2014-951, the Department of Energy provided the Sheriff’s Office with a written Modification No. 0018 of the current contract to incorporate FAR 52.203-17 – Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights into Section I; as a result, updating the Table of Contents of the current Contract.

Per Resolution 2015-029, the Board approved contract Modification No. 0019 to Contract DE-EM0002426, as the U.S. Department of Energy wished to exercise the second option for law enforcement services on the Hanford Site in the amount of \$911,236.00 from January 1, 2015 – December 31, 2015.

Attached is contract Modification No. 0023 to said contract, as the U.S. Department of Energy would like to provide \$138,517.34 of FY16 funding for the period of November 1, 2015 through December 31, 2015 and exercise the third option for law enforcement services on the Hanford Site in the amount of \$851,977.00 from January 1, 2016 – December 31, 2016.

RECOMMENDATION

The Patrol Captain has reviewed the proposed Modification No. 0023 and recommends moving forward with the attached Contract Modification No. 0023 for law enforcement services on the Hanford Site in the amount of \$851,977.00 for a period beginning January 1, 2016 – December 31, 2016.

APPROVED AS TO FORM

Ryan Lukson did not sign off on the modification as he did not review or approve the original contract back in 2013; however, he did review the modification and approved via email dated 11/10/15.

FISCAL IMPACT

Revenue in the amount of \$851,977.00 for law enforcement services on the Hanford site for 2016.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF CONTRACT DE-EM0002426 MODIFICATION NO. 0023
BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY
SHERIFF'S OFFICE**

WHEREAS, Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement service beginning of 1993; and

WHEREAS, per Resolution 2013-268 and Contract Number DE-EM0002426, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2013 with four one-year options; and

WHEREAS, per Resolution 2013-845 dated November 26, 2013, the Board approved Contract Modification No. 0008 to Contract DE-EM0002426 reducing the Scope of Work and exercising the first option for law enforcement services on Hanford Site in the amount of \$901,255 from January 1, 2014 – January 31, 2014; and

WHEREAS, per Resolution 2014-951 dated December 2, 2014, the Board approved Contract Modification No. 0018 as the U.S. Department of Energy wished to incorporate FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights to Section I and updating the Table of Content and page numbers; and

WHEREAS, per Resolution 2015-029 dated January 6, 2015, the Board approved Contract Modification No. 0019 as the U.S. Department of Energy wished to exercise the second option for law enforcement services on Hanford Site in the amount of \$911,236.00 from January 1, 2015 – December 31, 2015; and

WHEREAS, the attached Contract DE-EM0002426 Modification No. 0023 is necessary as the U.S. Department of Energy would like to provide \$138,517.34 of FY16 funding for the period of November 1, 2015 through December 31, 2015 and exercise the third option for law enforcement services on the Hanford Site in the amount of \$851,977.00 from January 1, 2016 – December 31, 2016; and

WHEREAS, the Patrol Captain has reviewed the proposed modification and recommends moving forward with the attached Contract Modification No. 0023; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners approves the attached Contract DE-EM0002426 Modification 0023 between Benton County and U.S. Department of Energy, providing \$138,517.34 of FY16 funding for the period of November 1, 2015 through December 31, 2015, and exercise the third option for law enforcement services on the Hanford Site in the amount of \$851,977.00 for a period beginning January 1, 2016 – December 31, 2016; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Modification No. 0023 to Contract DE-EM0002426.

Dated this _____ day of _____, 2015

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0023	3. EFFECTIVE DATE 10/28/2015	4. REQUISITION/PURCHASE REQ. NO. 16EM000163	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BENTON, COUNTY OF Attn: JULIE THOMPSON 7122 W. OKANOGAN PLACE BLDG. A KENNEWICK WA 993362341		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 083738997		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002426
			10B. DATED (SEE ITEM 13) 12/20/2012
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$138,517.34

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8, Option to Extend Services/FAR 52.232-18, Availability of Funds
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 91-6001296

DUNS Number: 083738997

Law and Traffic Enforcement Services for the Hanford Site, Richland, Washington

Modification 0023 provides \$138,517.34 of FY16 funding and exercises the third option year, Line Item 00004 for 2016 Law and Traffic Enforcement services through December 31, 2016. Contract clause DOE-B-1001, Deliverable Requirements is updated to reflect the exercise of Line Item 00004. Attachment 2, Wage Determination WD 05-2570, Revision 18, dated July 8, 2015, is attached.

The period of performance for the third option year is January 1, 2016, through December
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jerome Delvin, Chairman Benton County Commissioner	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 10/28/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002426/0023

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>31, 2016. Total funding provided is for the period of November 1, 2015 through December 31, 2015. The total amount for the contract is increased to \$3,647,565.00. Total funding provided is increased by \$138,517.34 to \$2,777,232.60.</p> <p>LIST OF CHANGES: Reason for Modification : Exercise an Option Period Of Performance End Date changed from 2015-12-31 to 2016-12-31 New Total Amount for this Version: \$851,977.00 New Total Amount for this Award: \$4,539,796.00 Obligated Amount for this Modification: \$138,517.34 New Total Obligated Amount for this Award: \$2,777,232.60</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Obligated Amount for this modification: \$138,517.34 Exercised option</p> <p>NEW DELIVERY LOCATION RECORD: Quantity: 0 Amount: \$851,977.00</p> <p>Shipping Address: Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352</p> <p>Mark For Address:</p> <p>NEW ACCOUNTING CODE ADDED: Account code: Fund 01250 Appr Year 2016 Allottee 34 Reporting Entity 421601 Object Class 25105 Program 1111148 Project 0001523 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: \$138,517.34 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002426/0023

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00004	Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352 US Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 Fund: 01250 Appr Year: 2016 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 01/01/2013 to 12/31/2016 Change Item 00004 to read as follows (amount shown is the total amount): Third Option Year - 2016 Line item value is: \$851,977.00 Incrementally Funded Amount: \$138,517.34				851,977.00

Section B - Supplies or Services/Prices

DOE-B-1001 Deliverable Requirements - Firm Fixed Price (Tailored)

The Contractor shall be responsible for providing law and traffic enforcement services as described in Section C, Statement of Work (SOW), at the facilities specified in the DOE-F-1002.

This contract is a fixed price contract with a base year of January 1, 2013, through December 31, 2013, and four one-year option years of January 1 through December 31.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
00001	Base Year – 2013 January 1, 2013 to December 31, 2013	Lump Sum*	\$ 983,097
00002	First Option Year – 2014 January 1, 2014 to December 31, 2014	Lump Sum*	\$ 901,255
00003	Second Option Year – 2015 January 1, 2015 to December 31, 2015	Lump Sum*	\$ 911,236
00004	Third Option Year – 2016 January 1, 2016 to December 31, 2016	Lump Sum*	\$ 851,977
00005	Fourth Option Year – 2017 January 1, 2017 to December 31, 2017	Lump Sum*	\$ 892,231
Total of All Periods:			\$ 4,539,796

*Payments will be made in twelve (12) equal monthly payments.

The Item Numbers ordered to date are 00001 – 00004.

The Firm-Fixed-Price of the items ordered to date is \$3,647,565.

(End of clause)

Wage Determination 05-2570.txt

WD 05-2570 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2570
Revision No.: 18
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		22.80
01420 - Survey Worker		17.33
01531 - Travel Clerk I		14.84

Wage Determination 05-2570.txt

01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01

Wage Determination 05-2570.txt

12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06
12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39

Wage Determination 05-2570.txt

15080	- Graphic Artist	21.49
15090	- Technical Instructor	28.36
15095	- Technical Instructor/Course Developer	32.54
15110	- Test Proctor	21.49
15120	- Tutor	21.49
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	10.90
16030	- Counter Attendant	10.90
16040	- Dry Cleaner	13.76
16070	- Finisher, Flatwork, Machine	10.90
16090	- Presser, Hand	10.90
16110	- Presser, Machine, Drycleaning	10.90
16130	- Presser, Machine, Shirts	10.90
16160	- Presser, Machine, Wearing Apparel, Laundry	10.90
16190	- Sewing Machine Operator	14.71
16220	- Tailor	15.67
16250	- Washer, Machine	11.84
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	23.95
19040	- Tool And Die Maker	29.01
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	14.88
21030	- Material Coordinator	26.54
21040	- Material Expediter	26.54
21050	- Material Handling Laborer	13.19
21071	- Order Filler	13.22
21080	- Production Line Worker (Food Processing)	14.88
21110	- Shipping Packer	13.22
21130	- Shipping/Receiving Clerk	13.22
21140	- Store Worker I	11.35
21150	- Stock Clerk	16.17
21210	- Tools And Parts Attendant	14.88
21410	- Warehouse Specialist	14.88
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	25.78
23021	- Aircraft Mechanic I	24.50
23022	- Aircraft Mechanic II	25.78
23023	- Aircraft Mechanic III	27.31
23040	- Aircraft Mechanic Helper	17.80
23050	- Aircraft, Painter	22.96
23060	- Aircraft Servicer	20.21
23080	- Aircraft Worker	21.45
23110	- Appliance Mechanic	22.36
23120	- Bicycle Repairer	14.44
23125	- Cable Splicer	34.15
23130	- Carpenter, Maintenance	22.89
23140	- Carpet Layer	20.37
23160	- Electrician, Maintenance	30.09
23181	- Electronics Technician Maintenance I	26.22
23182	- Electronics Technician Maintenance II	28.08
23183	- Electronics Technician Maintenance III	29.95
23260	- Fabric Worker	20.20
23290	- Fire Alarm System Mechanic	24.83
23310	- Fire Extinguisher Repairer	18.63
23311	- Fuel Distribution System Mechanic	25.43
23312	- Fuel Distribution System Operator	19.09
23370	- General Maintenance Worker	19.13
23380	- Ground Support Equipment Mechanic	24.50
23381	- Ground Support Equipment Servicer	20.21
23382	- Ground Support Equipment Worker	21.45
23391	- Gunsmith I	18.63
23392	- Gunsmith II	21.74
23393	- Gunsmith III	24.83

Wage Determination 05-2570.txt

23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Equipment Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01

Wage Determination 05-2570.txt

28310	- Lifeguard	11.90
28350	- Park Attendant (Aide)	15.66
28510	- Recreation Aide/Health Facility Attendant	11.35
28515	- Recreation Specialist	19.27
28630	- Sports Official	12.47
28690	- Swimming Pool Operator	22.22
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	27.81
29020	- Hatch Tender	27.81
29030	- Line Handler	27.81
29041	- Stevedore I	25.82
29042	- Stevedore II	29.78
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	16.14
30022	- Archeological Technician II	18.43
30023	- Archeological Technician III	24.07
30030	- Cartographic Technician	25.48
30040	- Civil Engineering Technician	24.78
30061	- Drafter/CAD Operator I	16.14
30062	- Drafter/CAD Operator II	18.43
30063	- Drafter/CAD Operator III	20.55
30064	- Drafter/CAD Operator IV	24.77
30081	- Engineering Technician I	16.35
30082	- Engineering Technician II	18.35
30083	- Engineering Technician III	20.53
30084	- Engineering Technician IV	25.43
30085	- Engineering Technician V	31.11
30086	- Engineering Technician VI	38.46
30090	- Environmental Technician	22.34
30210	- Laboratory Technician	23.90
30240	- Mathematical Technician	22.36
30361	- Paralegal/Legal Assistant I	17.77
30362	- Paralegal/Legal Assistant II	22.02
30363	- Paralegal/Legal Assistant III	26.94
30364	- Paralegal/Legal Assistant IV	32.59
30390	- Photo-Optics Technician	22.36
30461	- Technical Writer I	22.20
30462	- Technical Writer II	27.15
30463	- Technical Writer III	32.85
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs (see 2)	20.55
30621	- Weather Observer, Senior (see 2)	20.75
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	11.43
31030	- Bus Driver	16.99
31043	- Driver Courier	12.52
31260	- Parking and Lot Attendant	10.69
31290	- Shuttle Bus Driver	13.65
31310	- Taxi Driver	11.88
31361	- Truckdriver, Light	13.65
31362	- Truckdriver, Medium	14.80
31363	- Truckdriver, Heavy	21.02
31364	- Truckdriver, Tractor-Trailer	21.02
99000	- Miscellaneous Occupations	
99030	- Cashier	10.64

Wage Determination 05-2570.txt

99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

Wage Determination 05-2570.txt

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) when preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) within 30 days of receipt, the wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Nov. 17, 2015	Execute Contract	_____
Subject: Second Amendment w/CHC	Pass Resolution	<u> X </u>
Prepared by: Lisa Small	Pass Ordinance	_____
Reviewed by:	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> A </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

Per Resolution 2014-173 dated February 25, 2014, the Board of Benton County Commissioners awarded the agreement to Correctional Healthcare Companies, Inc. to provide quality health care services to inmates and detainees of the Benton County Jail.

Per Resolution 2014-844 dated November 4, 2014, the First Amendment to said Agreement was necessary as both parties wished to amend Exhibit B of the Agreement relating to the Electronic Medical Data Management, Paragraph 3.4.2, and Paragraph 12.11 of the Agreement, with all other provisions of the Agreement remaining in full force and effect.

The attached Second Amendment to said Agreement is necessary to replace Exhibit A with the revised Exhibit A – Staffing Matrix as the Sheriff and CHC assigned different hours as allowed in Section 2 – STAFFING HOURS of the Agreement. There is no cost associated with the revised staffing hours and the revised hours shall be effective as of November 1, 2015.

Though the Sheriff and CHC are authorized to revise the staffing hours, the attached Resolution is to inform the Board of Commissioners of the Second Amendment to the Agreement and reflect the change in the revised Exhibit A for the record.

RECOMMENDATION

Approve the attached Resolution and Second Amendment to the Agreement between Benton County and Correctional Healthcare Companies, Inc., replacing Exhibit A with the revised Exhibit A – Staffing Matrix attached hereto, effective November 1, 2015 that was signed by the Benton County Sheriff and Correctional Healthcare Companies, Inc.

FISCAL IMPACT

There is no fiscal impact with this Amendment.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE SECOND AMENDMENT TO THE AGREEMENT WITH CORRECTIONAL HEALTHCARE COMPANIES, INC. (CHC) TO PROVIDE QUALITY HEALTH CARE SERVICES TO INMATES AND DETAINEES OF THE BENTON COUNTY JAIL LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 2014-173 dated February 25, 2014, the Board of Benton County Commissioners awarded the agreement to Correctional Healthcare Companies, Inc. to provide quality health care services to inmates and detainees of the Benton County Jail; and

WHEREAS, per Resolution 2014-844 dated November 4, 2014, the First Amendment to said Agreement was necessary as both parties wished to amend Exhibit B of the Agreement relating to the Electronic Medical Data Management, Paragraph 3.4.2, and Paragraph 12.11 of the Agreement, with all other provisions of the Agreement remaining in full force and effect; and

WHEREAS, the Second Amendment to said Agreement is necessary as Exhibit A shall be replaced with revised Exhibit A – Staffing Matrix attached hereto, with no costs associated with the revised staffing hours and effective November 1, 2015; and

WHEREAS, per Section 2.0, STAFFING HOURS of the Agreement, “upon written agreement of the Sheriff and CHC, staff may be assigned hours different from those reflected in Exhibit A to provide shift coverage as necessary based on operational needs to provide health care services under the agreement”; and

WHEREAS, this Resolution is to inform the Board of Commissioners of the attached Second Amendment and reflect the change in the revised Exhibit A for the record; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the Second Amendment to the Agreement between Benton County and Correctional Healthcare Companies, Inc., replacing Exhibit A with the revised Exhibit A – Staffing Matrix attached hereto, effective November 1, 2015 that was signed by the Benton County Sheriff and Correctional Healthcare Companies, Inc.

Dated this _____ day of _____, 2015

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT BENTON COUNTY, WASHINGTON (Effective November 1, 2015)

This is the Second Amendment to the Agreement for Inmate Health Care Services at Benton County, Washington effective April 1, 2014 through March 31, 2017, and amended July 1, 2014 (hereinafter "Agreement") between Correctional Healthcare Companies, Inc., (hereinafter "CHC") and Benton County, Washington (hereinafter the "County").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective November 1, 2015:

- 1. In accordance with Section 2.0, STAFFING HOURS, Exhibit A shall be replaced with revised Exhibit A – Staffing Matrix attached hereto. There are no costs associated with additional .3 FTE staffing hours.

Except for the provisions amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

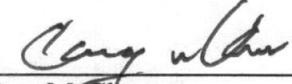
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Benton, Washington

Correctional Healthcare Companies, Inc.

By: 
Steven N. Keane
Title: Sheriff

By: 
Cary McClure
Title: Assistant Secretary

Date: 10/27/15

Date: 11-2-15

EXHIBIT A
BENTON COUNTY JAIL
WASHINGTON

STAFFING MATRIX									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
	DAY SHIFT								
HSA	8	8	8	8	8			40	1
DON	8	8	8	8	8			40	1
Physician	4		4		4			12	0.3
RN Days- 6a-630p	12	12	12	12	12			60	1.5
LPN Days- 6a-630p	8	8	8	8	8	24	24	88	2.2
Medical Assistant - 7a-330p	8	8	8	8	8			40	1
Medical Assistant or LPN	8	8	8	8	8			40	1
LPN Float	8	8	8	8	8	10	10	60	1.5
RN Night- 6p-630a	12	12	12	12	12			60	1.5
LPN Nights						12	12	24	0.6
								0	0
								0	0
								0	0
TOTAL HOURS/FTE	76	72	76	72	76	46	46	464	11.6

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 17, 2015</u>	Execute Contract	<u>X</u>
Subject: <u>Contract with A-Jacks Auto Services & Towing, LLC</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

In previous years the Sheriff's Office has contracted with more than one towing company for evidentiary vehicle tows and disabled county vehicles tows in the event a problem arises where one company is unavailable for timely service.

A-Jacks Auto Services & Towing, LLC opened a new business after Action Auto Services LLC, doing business as Action Towing of Kennewick went out of business.

The Sheriff's Office recommends entering into a contract for the calendar year of 2016 and 2017 with A-Jacks Auto Services & Towing, LLC for as needed towing services.

RECOMMENDATION

Approve the attached Resolution and Personal Service Contract between Benton County and A-Jacks Auto Service & Towing, LLC for a contract commencing upon signature of both parties and expiring December 31, 2017.

APPROVED AS TO FORM

Ryan Lukson, DPA

FISCAL IMPACT

A total contract amount not to exceed \$10,000 including WSST. Said expenditures shall be paid out Dept. 121 with no supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND A-JACKS AUTO SERVICES & TOWING, LLC FOR EVIDENTIARY VEHICLE TOWS AND TOWS OF DISABLED COUNTY VEHICLES

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, in previous years the Sheriff’s Office has contracted with more than one towing company for evidentiary vehicle tows and disabled county vehicles tows in the event a problem arises where one company is unavailable for timely service; and

WHEREAS, A-Jacks Auto Services & Towing, LLC opened a new business after Action Auto Services LLC, doing business as Action Towing of Kennewick went out of business; and

WHEREAS, the Sheriff’s Office recommends entering into a contract for the calendar year of 2016 and 2017 with A-Jacks Auto Services & Towing, LLC; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation and hereby awards the personal service contract to A-Jacks Auto Services & Towing, LLC for evidentiary vehicle tows and disabled county vehicle tows for a contract amount not to exceed \$10,000 including WSST; and

BE IT FURTHER RESOLVED, the attached contract shall commence upon signature of both parties and shall terminate December 31, 2017.

Dated this _____ day of _____, 2015

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **A-JACKS AUTO SERVICES & TOWING LLC** a limited liability company organized under the laws of the State of Washington with its principal office at 1948 N. 4th Avenue, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall 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 up to two (2) additional 12-month periods.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to tow vehicles on an "as needed" basis. The vehicle tows will consist only of tows of vehicles necessary for evidentiary purposes in an investigation conducted by the Benton County Sheriff's Office, and tows of disabled vehicles belonging to the Benton County Sheriff's Office.
- 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 COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar services. Actual utilization will be based on availability, proximity of vendor facilities, pricing, or any other factors deemed important to 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: Bryan Dickenson
1948 N. 4th Ave.
Pasco, WA 99301
Tel: (509) 545-1230
Cell: (509) 205-8164
Email: bryan@ajxauto.com

- b. For COUNTY: Lisa Small, Contract Coordinator
Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
Tel: (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. The CONTRACTOR shall be paid \$55.00 for Class A towing of disabled COUNTY vehicles or evidence tows that are towed from within the Kennewick city limits. Outside of the Kennewick city limits the CONTRACTOR shall be paid \$55.00 plus mileage of \$3.00 per towed mile from the vehicles location to a facility designated by the COUNTY.
- b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract shall not exceed \$10,000.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

8. INSURANCE

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

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

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property

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

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

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

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

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million

dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY,

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

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

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After

the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an

agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep 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 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.

- This section intentionally left blank -

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

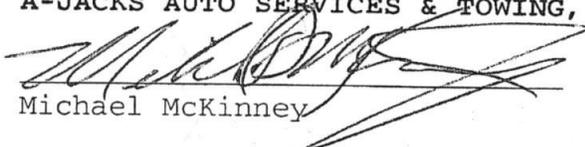
Date: _____

Date: 11/9/15

BENTON COUNTY

A-JACKS AUTO SERVICES & TOWING, LLC

Jerome Delvin, Chairman
Benton County Commissioner


Michael McKinney

Approved as to Form:


Ryan Lukson
Civil Deputy Prosecuting Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CORRECTIONS
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1399	Custody Officer	\$13,820	594.230	6410	Capital Outlay - Vehicle	\$27,640
523.620	1401	Custody Officer	13,820				
TOTAL			\$27,640	TOTAL			\$27,640

Explanation:

The Benton County Sheriff's Office received new grant funding for a Work Crew Van from the Dept of Ecology. The line item transfer appropriates funding.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL
DEPARTMENT NUMBER 121.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.231	3106	Operating Supplies	\$2,000	521.231	2105	Uniforms	\$2,000
TOTAL			\$2,000	TOTAL			\$2,000

Explanation:

1) Line item transfer needed to appropriate funding of Vest Carriers

Prepared by: Linda Ivey

Date: 04-Nov-2015

Approved

Denied

Date: _____

Chairman

Member

Member

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 11/17/15	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: Proclamation for National Adoption Day	Pass Resolution	_____	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
	Other	_____	OTHER _____
Prepared By: Pat Austin	Approve for Hearing		
Reviewed By: _____			

BACKGROUND INFORMATION

The Court is preparing for the 10th year to participate in National Adoption Day. The Benton and Franklin Counties Superior Court will be holding its ceremony on November 20, 2015 and would like both Benton and Franklin Counties to proclaim November 20th as National Adoption Day.

SUMMARY

RECOMMENDATION

Recommend signing proclamation.

FISCAL IMPACT

None

MOTION

I move to declare November 20, 2015 as National Adoption Day in Benton County and sign the proclamation.

NATIONAL ADOPTION DAY PROCLAMATION

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the County of Benton County recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, more than 129,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, to help these children find permanent, nurturing families, the local courts of Benton County will open their doors on National Adoption Day, Friday, November 20, 2015 to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, I, Jerome Delvin, Chairman of the Benton County Commissioners, by virtue of the authority vested in me, do hereby proclaim November 20, 2015, as NATIONAL ADOPTION DAY in this county, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

DATED this _____ day of _____, 2015.

Jerome Delvin,
Chairman of the Board

Attest:

Shon Small, Chairman Pro Tem

Clerk of the Board

James Beaver, Member

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 17 Nov 2015 Subject: Hanford PILT Memo Date: 09 Nov 2015 Prepared By: AJF Reviewed By: R Brown	Execute Contract Pass Resolution Pass Ordinance Pass Motion X None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

Staff has prepared a "letter of protest" for Board consideration, addressed to the Secretary of Energy, Dr. Ernest Moniz. Ryan Brown, Deputy Prosecutor, assisted with the letter.

BACKGROUND

With only two days' notice, DOE only paid \$1 million of the \$3 million owed in PILT for the second-half of 2015. The Prosecutor has sent a letter notifying the local DOE office that they are out of compliance with their 1996 Settlement Agreement. This letter is intended as a more expansive discussion intended for the DOE leadership.

FISCAL IMPACT

None.

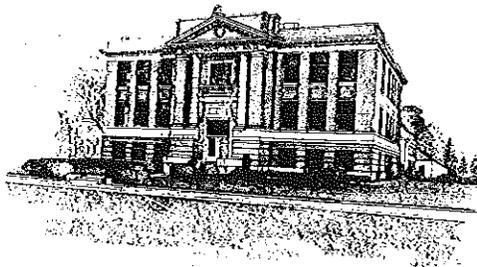
###

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



November 17, 2015

Dr. Ernest Moniz, Secretary
United States Department of Energy
1000 Independence Avenue Southwest
Washington DC 20585

Re: Payments in Lieu of Taxes – Second Half 2015

Secretary Moniz:

Benton County and the Department of Energy entered into a Settlement Agreement, signed December 9, 1996, regarding "payments in lieu of taxes" ("PILT") related to the Department's Hanford Site in Washington State. As you know, the Hanford Site was created in the early 1940s when over 500 square miles of then privately owned and economically productive properties were expropriated from private ownership by the Army and removed from the tax rolls.

In the decades since oversight of the Hanford Site was transferred to the Department of Energy in 1977, Benton County has enjoyed a good relationship with the Department, and in particular with the Richland Operations Office ("RL") which manages the Site. While we have not always agreed on the details of programs, projects, and priorities; we have sustained professional working relationships, points of contact, and lines of communication. We have also partnered cooperatively on a number of land use and stakeholder participation endeavors. It is for these reasons that we are particularly disappointed with the way in which the recent PILT payment has been handled.

The Department of Energy's second-half 2015 PILT payment was due in-full (\$3,102,248.10) to Benton County on Saturday, October 31, 2015. As you know, under our Settlement Agreement the Department is obligated to act in good faith and use its best efforts to obtain funding to make the payments due under the Agreement in a timely fashion. We do not know if the Department has met these obligations, but we do know that the payment due to Benton County and local taxing districts therein has not been made.

This is particularly disappointing and concerning given that we understand that RL is one of the few if not the only DOE site to not make its full PILT payment. Local governments at other DOE sites around the country apparently have received full payment while we have not. That is not acceptable.

Moreover, the way in which this payment was handled is also not acceptable. It was not until the afternoon of Wednesday, October 28, 2015 that the County was informed by DOE in a telephone call that the Department would not be making a full payment on-time, and would instead be remitting only \$1,223,900.62 of the total due. Then it took several more hours to get any kind of notification in writing via email from RL.

We have been told that the Department has left payments under the Settlement Agreement to the discretion of the local site. We have to assume that with a budget in excess of a billion dollars each year, RL does not budget its operations hour-by-hour or day-by-day. Surely, RL must have known that there was going to be an issue long before the end of October actually arrived. We have a hard time believing that RL simply decided on October 28th to short its PILT payment by two-million dollars.

RL has informed us that the remainder of second-half 2015 PILT monies owed to Benton County will be paid within the next few weeks now that Congress and the President recently passed an actual budget (HR 1314 – Bipartisan Budget Act of 2015). That is good news.

Benton County acts as a fiscal agent for local cities, a health district, library district, hospital district, and several school districts that take the lion's share of the PILT funds and that depend upon those funds for basic operations, including public health and safety measures. The budgets of these local governmental entities are built with reliance on the PILT payments. Benton County collects the PILT funds for these entities, and we need and expect DOE to be accountable to us in fulfillment of its obligations as per the Settlement Agreement. Certainly, communications need to improve so that we are made aware of any potential issues well before a payment is missed.

PILT is not a discretionary program. It is a legal obligation. The bungled handling of this episode is not acceptable for Benton County or any other local taxing district. DOE should not view this as a precedent-setting event whereupon future PILT payments at the RL site can be shorted whenever it chooses to do so.

To help conclude this matter, in addition to receipt of the balance of the PILT owed for the second half of 2015, we would like a conference call with the Assistant Secretary for Environmental Management so that we may better understand DOE's decision and notification processes when it comes to PILT, and gain assurances that we will not be dealing with this sort of thing again further down the road. Please let us know how we might arrange that conversation with the Assistant Secretary.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jerome Delvin, Chairman

Shon Small

Jim Beaver

cc: Dr. Monica Regalbuto, Assistant Secretary for Environmental Management – USDOE
Stacy Charboneau, Site Manager – USDOE Richland Operations Office
Mark Coronado, Budget Director – USDOE Richland Operations Office

cc: US Senator Patty Murray – WA
US Senator Maria Cantwell – WA
Representative Dan Newhouse – WA 5th District

Franklin County Board of Commissioners
Grant County Board of Commissioners
Benton County Assessor, Auditor, Prosecutor, Treasurer

Energy Communities Alliance
Hanford Communities
Tri-Cities Development Council

Benton-Franklin Health District
Port of Benton County
Kiona-Benton School District #52
Prosser School District #116
Richland School District #400
Prosser Memorial Hospital District

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>11-17-15</u>	Execute Contract	_____	Consent Agenda	<u>X</u>
Subject:	<u>Contract</u>	Pass Resolution	<u>X</u>	Public Hearing	_____
	<u>Extension with</u>	Pass Ordinance	_____	1st Discussion	_____
	<u>The Master's</u>	Pass Motion	_____	2nd Discussion	_____
	<u>Touch, LLC</u>	Other	_____	Other	_____
Prepared by:	<u>E. Rivera</u>				
Reviewed by:	<u>Y. Perez Castillo</u>				

BACKGROUND INFORMATION

The County Treasurer contracted with the vendor The Master's Touch, LLC for the formatting, printing, mailing, or electronic presentment of the Benton county Property Tax Statements approved by the Board in Resolution 2014 990 for the year 2015.

SUMMARY

The Benton County Treasurer would like to exercise the extension option allowed per Section 2 of the Contract (Resolution # 2014 990) for the year 2016 and authorize Master's Touch to act as agent for obtaining address correction services and facilitating postage services in relation to mailing of the property tax statements.

RECOMMENDATION

Approve resolution.

FISCAL IMPACT

Appropriations from Current Expense Tax Statement Processing Services will be utilized for services and fees established by the contract accordingly.

MOTION

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXTENDING THE CURRENT AGREEMENT WITH THE MASTER'S TOUCH, LLC. FOR THE FORMATTING, PRINTING, MAILING, OR ELECTRONIC PRESENTMENT OF THE BENTON COUNTY PROPERTY TAX STATEMENTS.

WHEREAS, the Treasurer desires to extend the current contract (Resolution #2014 990) with the Master's Touch, LLC for the printing, formatting, mailing, or electronic presentment of the Benton County property tax statements; and

WHEREAS, the Master's Touch, LLC has agreed to extend the contract for the 2016 property tax statements; and

WHEREAS, the attached Affidavit of Contract Extension has been reviewed and approved to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board is authorized to sign the one-year extension of the contract for year 2016; and

BE IT FURTHER RESOLVED, the Treasurer is authorized to obtain the Master's Touch to also act as the agent for obtaining address correction services and facilitating postage services in relation to mailing of the property tax statements.

Dated this _____ day of _____, 2015.

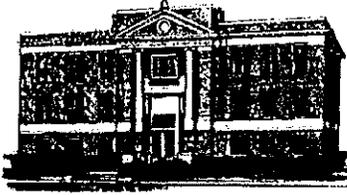
Chairman of the Board

Member

Member

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

Attest.....
Clerk of the Board



**DUANE A. DAVIDSON, CPA
Benton County Treasurer**

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

November 6, 2015

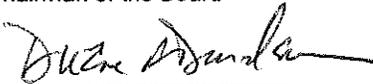
ATTN: Jim Cote'
The Master's Touch, LLC
1405 N. Ash Street
Spokane, WA 99201

AFFIDAVIT OF CONTRACT EXTENSION

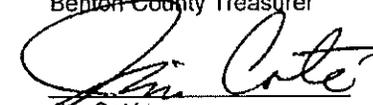
On December 9, 2014, a contract was established between Benton County and The Master's Touch for Tax Statement Processing and Electronic Statement Presentment for the year 2015. Per section 2 of the contract, "This agreement shall begin immediately upon execution by the County, and shall expire on November 30, 2015. This agreement may be renewed for two (2) additional one year terms by the written consent of the County".

Please acknowledge your agreement with the option to extend services of our contract for the processing of Property Tax Statements and Electronic Presentment of Property Tax Statements to these terms as stated in Exhibit "A" for the year 2016.

Jerome Delvin
Chairman of the Board



Duane A. Davidson, CPA
Benton County Treasurer



Jim Cote
The Master's Touch, LLC

Approved As To Form:



Reid Hay
Deputy Prosecuting Attorney

DAD/enr

Attachment: Exhibit "A"

"Exhibit A"

	QTY	RATE*	TOTAL PRICE
Regular Tax Statements			
Mailing Services	48,000	.098	\$4,704.00
8 ½ x 14" Statement	48,000	.027	\$1,296.00
#10 Envelope	48,000	.029	\$1,392.00
#9 Envelope	96,000	.0275	\$2,640.00
Mortgage Courtesy Statements			
Mailing Services	32,000	.0885	\$2,832.00
8 ½ x 11" Statement	32,000	.032	\$1,024.00
#10 Envelope	32,000	.029	\$928.00
ACH Statements			
Mailing Services	2,000	.1595	\$319.00
8 ½ x 11" Statement	2,000	.032	\$64.00
#10 Envelope	2,000	.029	\$58.00
Delinquent Tax Statements			
Mailing Services	4,000	.211	\$844.00
8 ½ x 14" Statement	4,000	.027	\$108.00
#10 Envelope	4,000	.029	\$116.00
#9 Envelope	8,000	.0275	\$220.00
E-Billing Service			
Mailing Services	1,500	.12	\$180.00
eNotices one-time set up		\$350/lot	\$350.00
eNotices annual upload fee		\$250/lot	\$250.00
10x15 Envelopes	500	.27	\$135.00
Insert-8 ½ x 11" 2 sides, 2 colors	82,000	.0364	
eNotice Insert-1/3 sheet pre-made and printed in bulk		.015	
Total Mailing Services & Supplies (annual)			\$17,460.00 + Tax

- The duration of this contract shall be for one (1) year (2015), ending on November 30, 2015, with an option for two (2) additional one year renewals in years 2016 & 2017 with the written consent by the County.
- The quantities listed above are for a one year period and are estimates only. Actual quantities may differ from above stated quantities. Rates* for these items will remain constant and invoiced amounts will be based off of the actual quantities provided to The Master's Touch by the County.
- The Master's Touch will CASS certify the Benton County Treasurer's name and address file using the USPS NCOA services for the cost listed above. The cost for NCOA (National Change of Address) and CASS certification is included in the rates provided above.
- The County reserves the right to produce Mortgage, ACH, & Delinquent Tax Statement mailings internally if desired. The Master's Touch will not charge mailing service charges if this occurs.
- The County reserves the right to produce electronic statements internally or through the vendor of the County's choosing without utilizing eNotice services provided by The Master's Touch. The Master's Touch will not charge the County a one-time setup fee or an annual upload fee if the County declines the eNotice service.
- If the County chooses to utilize the eNotice option through The Master's Touch, The Master's Touch agrees to provide the County with, at a minimum, a quarterly file that contains a comprehensive list of the Benton County Taxpayers participating in

- eNotices. The file shall include name, parcel, and email address for each Taxpayer participating in eNotice and shall be provided in a format acceptable to the County.
7. If the County chooses to utilize the eNotice option, The Master's Touch agrees to allow the County to select their preferred payment vendor. The County is currently under contract with Point & Pay LLC for the collection of property tax payments through an electronic payment module. The County reserves the right to continue using Point & Pay exclusively and forego the ePay service through The Master's Touch's preferred vendor if desired.
 8. The Master's Touch promises to mail statements as soon as possible but no later than 10 workdays after final production proof approval. Our preferred mail date for Regular, Mortgage, and ACH statements for 2015 is 2/12/15, and 2/11/16 for 2016. Delinquent tax statements shall be mailed at the end of May each year if applicable.
 9. The County prefers to have little to no excess materials after each mailing is complete. If there is excess material, the Master's Touch shall store the excess material at no charge to the County. Benton County shall retain ownership rights to these materials while being stored.
 10. The Master's Touch will be responsible for spoilage regarding statement & envelope inventory (i.e. paper jams, exposure to elements, etc.) and will not include the cost of those materials in its billing to the County.
 11. In addition to the above stated costs, the County will reimburse postage costs incurred by The Master's Touch for the mailing of statements.
 12. The insert for the tax statements is an optional service provided to the Benton County Treasurer, and should only be completed at the Treasurer's discretion.
 13. Two (2) hours of artistic design and two (2) hours of programming/setup are included in the rates listed on Page 1 of Exhibit A. If additional artistic design and/or programming hours are necessary, the rate charged for artistic design shall be \$60/hour, and the rate for programming shall be \$110/hour.
 14. The Master's Touch, LLC agrees to notify the Treasurer by email the amount of inventory remaining no later than 5/31/15 for 2015 and 5/31/16 for 2016.
 15. The Master's Touch, LLC agrees to accommodate the County (at the County's discretion) an inspection visit to perform quality control testing during tax statement production.
 16. The Master's Touch, LLC agrees to provide Benton County with the results of the NCOA (CASS certification) process performed within 1 week (7 calendar days) after receiving tax statement file.
 17. The Master's Touch, LLC agrees not to start production & printing until final approval is given from Treasurer Duane Davidson.

x. Authority for Refunds/Cancellations/Corrections of Tax Rolls Outside of Ordinary Time Limits

AGENDA ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	<u>11.17.15</u>	Execute Contract	_____
Subject:	<u>Refund, Cancellations, Corrections of Tax Rolls</u>	Pass Resolution	<u> X </u>
		Pass Ordinance	_____
		Pass Motion	_____
		Other	_____
Prepared by:	<u>Erhiza Rivera</u>	Consent Agenda	<u> X </u>
Reviewed by:	<u>Duane Davidson</u>	Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Ordinarily, under Washington Law:

- A claim for property tax refund under 84.69 RCW must be filed with the County Treasurer within three years of the due date of the payment sought to be refunded.
- A proceeding for a cancellation, reduction, correction, or refund of property taxes under RCW 84.68.110 through 84.68.150 must be filed with the County Assessor within three years of which the tax became payable or purported to become payable.
- A manifest error cancellation or correction by the County Assessor or County Treasurer under RCW 84.48.065 may not be made for any period more than three years preceding the year in which the error is discovered.

SUMMARY

Recent legislation has amended RCW 84.69.030, RCW 84.68.150, and RCW 84.48.065 permitting refunds, cancellations, or corrections of the tax rolls for a period beyond three years if authorized by the County Legislative Authority.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Resolution to maintain the time periods for cancellations, reductions, corrections, and refunds provided for in RCW 84.69.030, RCW 84.68.150, and RCW 84.48.065 to three years.

FISCAL IMPACT

This would continue the current policy for time periods for cancellations, reductions, corrections, and refunds provided for in RCW 84.69.030, RCW 84.68.150, and RCW 84.48.065 to no more than three years.

MOTION

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE DISCRETION OF THE COUNTY LEGISLATIVE AUTHORITY TO AUTHORIZE REFUNDS OR CANCELLATIONS OR CORRECTIONS OF THE TAX ROLLS OUTSIDE OF THE ORDINARY TIME LIMITS.

WHEREAS, ordinarily in order to be timely under Washington law a claim for a property tax refund under RCW 84.69 must be filed with the county treasurer within three years of the due date of the payment sought to be refunded, and

WHEREAS, ordinarily in order to be timely under Washington law a proceeding for a cancellation, reduction, correction, or refund of property taxes under RCW 84.68.110 through RCW 84.68.150 must be filed with the county assessor within three years of the year in which the tax became payable or purported to become payable, and

WHEREAS, ordinarily a manifest error cancellation or correction by the county assessor or county treasurer under RCW 84.48.065 may not be made for any period more than three years preceding the year in which the error is discovered, and

WHEREAS, the Washington State Legislature has recently amended RCW 84.69.030 to permit refunds on claims filed more than three years after the due date of the payment sought to be refunded if the claim arises from taxes paid as the result of a manifest error in a description of property; but only if such an extension of time is authorized by the county legislative authority, and

WHEREAS, the Washington State Legislature has recently amended RCW 84.68.150 to permit petitions for cancellation or reduction of assessment or correction of tax rolls and the refund of taxes under RCW 84.68.110 through RCW 84.68.150 to be considered even if filed more than three years after the year in which the tax became payable, or purported to become payable, if the reduction or correction is the result of a manifest error and if the county legislative authority also authorizes the extension of time to file the petition, and

WHEREAS, the Washington State Legislature has recently amended RCW 84.48.065 to permit the county assessor or county treasurer to issue a manifest error cancellation or correction for a period more than three years preceding the year in which the error is discovered, but only if authorized by the county legislative authority, and

WHEREAS, if the Benton County Board of Commissioners were to make use of the additional authority granted by the legislature to extend the time periods for cancellations, reductions, corrections, and refunds as now provided for in RCW 84.69.030, RCW 84.68.150, and RCW 84.48.065, it could have the effect of undermining the certainty, predictability, and finality of the process by which property taxes are collected and corrections and refund requests are resolved.

NOW, THEREFORE, BE IT RESOLVED that it is in all cases the policy of Benton County to not extend, or authorize to extend, the time limits otherwise provided in RCW 84.69.030, RCW 84.68.150, or RCW 84.48.065, for the cancellation, reduction, correction, or refund of property taxes, for corrections of assessments or of the tax rolls, or for petitions or claims seeking such cancellations, reductions, corrections, or refunds.

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>11/20/2015</u>	Execute Contract	<u>X</u>	Consent Agenda	<u>X</u>
Subject:	<u>Interagency Agreement</u>	Pass Resolution	<u>X</u>	Public Hearing	<u> </u>
Prepared by:	<u>Eileen Hewitt</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u> </u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
				Other Business	<u> </u>

BACKGROUND INFORMATION

Annual Interagency Agreement between Washington State University and Benton County for services and Extension programs.

SUMMARY

The purpose of this Agreement is to formalize the longstanding relationship between Washington State University Extension and Benton County.

This Agreement and the attached Appendix A conform to the standards for interagency agreements as set forth in RCW39.34.13.

Benton County pays a portion of the educators' salaries (33%) and WSU pays the balance and all benefits.

MOTION

The amounts in the Interagency Agreement were part of 2015-2016 budget for Department 108, WSU Benton County Extension that was approved by the Benton County Board of Commissioners on November 18, 2014.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION AND BENTON COUNTY;

WHEREAS, Washington State University Extension strives to engage the people, organizations and communities of Benton County to advance their knowledge, economic well-being and quality of life by fostering inquiry, learning and the application of research; and

WHEREAS, the purpose of this Agreement is to formalize the longstanding relationship between Washington State University Extension and Benton County. This Agreement continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff that has been in existence for over 30 years; and

WHEREAS, this Agreement and the attached Appendix A conform to the standards for interagency agreements set for in RCW 39.34.13. The term of this Agreement is from January 1, 2016 through December 31, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Interagency Agreement between Washington State University Extension and Benton County and authorizes payment to Washington State University in the amount of \$8,150.91 per month.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

BENTON COUNTY

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose/Term

The purpose of this agreement is to formalize the longstanding relationship between Washington State University Extension and Benton County. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130 and consists of this document as well as the attached Appendix A. The term of this Agreement is from January 1, 2016 through December 31, 2016.

III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:

- A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.
- B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
- C. Supplement the funds received from the County through this Agreement to pay salary and fringe benefits for each County/area Extension Educator and designated staff members.

- D. Submit to County at the beginning of each month an invoice for the actual reimbursement amount that occurred during the month of this Agreement.
- E. In cases where position vacancies occur due to separations during a contract period, the County will be invoiced to cover the County portion of annual leave and sick leave payout.
- F. Provide fringe benefits to County/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.
- G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for County/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for County/area Extension faculty members.

IV. Under terms of this Interagency Agreement, County will:

- A. Pay the amount agreed upon monthly, as set forth in Appendix A, to Washington State University Extension.
- B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10th and payable on the 25th of the month, or on a scheduled mutually agreed upon between WSU Extension and County. The invoice to be for the actual monthly reimbursement set forth in Appendix A.
- C. The County agrees to pay the “county portion” of accumulated leave payments for contracted personnel due to separation.
- D. Contingent upon approval of the Board of County Commissioners, or County Executive, the County will continue to support contracted personnel on professional or retraining leave.
- E. Furnish office facilities for faculty and support staff.
- F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

V. Washington State University and County jointly agree that:

- A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.
- B. This Interagency Agreement is effective January 1, 2016 contingent upon being signed by appropriate representatives of WSU Extension and Benton County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

INTERAGENCY AGREEMENT
 Between
 WASHINGTON STATE UNIVERSITY EXTENSION
 And
 Benton County

APPENDIX A

The following individuals will be jointly funded under this Interagency Agreement for the period January 1, 2016 through December 31, 2016:

Number		Annual \$ Amount For County Portion	Monthly \$ Amount for County Portion
Marianne Ophardt	County Director*	<u>27,280.00</u>	<u>\$2273.33/month</u>
Lizann Powers-Hammond	Extension Faculty	<u>23,510.33</u>	<u>\$5877.58/month</u>
Donald A. Llewellyn	Extension Faculty	<u>23,510.33</u>	
Gwen-Alyn Hoheisel	Extension Faculty	<u>23,510.33</u>	
_____	Administrative	\$ _____0_____	\$ _____0_____
	Professional		
_____	Classified Staff	\$ _____0_____	\$ _____0_____
_____	Time-Slip (Hourly)	\$ _____0_____	\$ _____0_____

*Includes department head responsibilities for one Extension Educator.

TOTAL \$97,810.99

0000101 CURRENT EXPENSE
108 WSU Extension

Account Number		2011-2012	2013-2014	2013	2015-2016	2015-2016
		Actuals	Budget & Supp	Actuals	Requested	Approved
00000.571.210.4191	Central Services - Admin Services	0	79,088	39,825	66,337	66,337
00000.571.210.4192	Central Services-Cmprtr Hdware & Sftwar	0	0	0	24,000	24,000
00000.571.210.4201	Postage	3,063	420	35	1,620	1,620
00000.571.210.4202	Telephone	331	400	165	200	400
00000.571.210.4301	Travel	11,003	13,080	4,430	13,080	13,080
00000.571.210.4401	Taxes and Operating Assessments	131	60	0	0	0
00000.571.210.4503	Rentals-Office Equipment	0	0	0	17,513	17,513
00000.571.210.4595	Central Services - Equipment Lease	0	7,601	4,885	6,677	6,677
00000.571.210.4896	Workman's Comp	0	2,868	1,480	2,368	1,182
00000.571.210.4697	Insurance Management	0	2,397	1,240	2,424	2,875
00000.571.210.4899	Accumulated Leave	0	2,284	1,142	1,586	1,586
00000.571.210.4801	Repair/Maintenance-Office	15,027	17,513	7,726	0	0
00000.571.210.4901	Association Dues	2,600	2,200	1,671	2,200	2,200
00000.571.210.4905	Training	186	0	0	0	0
00000.571.210.4906	Print/Bindery	25	0	0	0	0
Total	OTHER SERVICES AND CHARGES	197,002	305,868	150,084	379,236	330,591
571.210.9000	INTERFUND PAYMENTS					
00000.571.210.9101	Data Processing Administration	68,262	0	0	0	0
00000.571.210.9501	Computer Equipment Lease	9,978	0	0	0	0
00000.571.210.9601	Insurance Management	1,273	0	0	0	0
00000.571.210.9602	Workers' Compensation	3,759	0	0	0	0
00000.571.210.9908	Accumulated Leave	2,488	0	0	0	0
Total	INTERFUND PAYMENTS	85,760	0	0	0	0

0000101 CURRENT EXPENSE
108 WSU Extension

Account Number		2011-2012 Actuals	2013-2014 Budget & Supp	2013 Actuals	2015-2016 Requested	2015-2016 Approved
Total	Education Services-Agriculture	507,205	565,103	260,808	651,019	602,374
Total	Education Services	507,205	565,103	260,808	651,019	602,374
Total	EDUCATION AND RECREATION ACTIVITIES	507,205	565,103	260,808	651,019	602,374
586	AGENCY TYPE DISBURSEMENTS					
586,100	Agency Type Disbursements					
586,100	Agency Type Disbursements					
586,100,5000	INTERGOVERNMENTAL SERVICES					
Total	INTERGOVERNMENTAL SERVICES	0	0	0	0	0
Total	Agency Type Disbursements	0	0	0	0	0
Total	Agency Type Disbursements	0	0	0	0	0
Total	AGENCY TYPE DISBURSEMENTS	0	0	0	0	0
594	CAPITALIZED EXPENDITURES					
594,500	Capital Expenditures					
594,571	*** Title Not Found ***					
594,571,6000	CAPITAL OUTLAY					
Total	CAPITAL OUTLAY	0	0	0	0	0
Total	*** Title Not Found ***	0	0	0	0	0
Total	Capital Expenditures	0	0	0	0	0

0000101 CURRENT EXPENSE
108 WSU Extension

Account Number	2011-2012 Actuals	2013-2014 Budget & Supp	2013 Actuals	2015-2016 Requested	2015-2016 Approved
Total CAPITALIZED EXPENDITURES	0	0	0	0	0
Total WSU Extension	507,205	565,103	260,808	651,019	602,374

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING TRI-CITIES MONITORING INC. A PERSONAL SERVICE CONTRACT FOR COURT SECURITY SERVICES AT THE BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON AND THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WASHINGTON.

WHEREAS, 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, Benton County entered into an agreement with J & J Security and Transport, Inc. to provide security services; and

WHEREAS, J and J Security and Transport Inc. has notified Benton County that they will no longer be providing security services effective November 15, 2015; and

WHEREAS, J and J Security and Transport Inc. has indicated that Tri-Cities Monitoring Inc. will be taking over the services formally managed by J and J Security and Transport Inc.; and

WHEREAS, the Personnel department recommends entering into a six month contract with Tri-Cities Monitoring Inc., commencing November 15, 2015 and terminating on May 31, 2016; and

WHEREAS, with the execution of the contract, Tri-Cities Monitoring Inc. will provide a law enforcement officer commissioned to have arrest authority to perform security services and maintain a safe work environment for Courthouse staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket at the Prosser Courthouse and the vicinity of the Benton County Superior Court Legal Financial Obligation (LFO) docket, at the Benton County Justice Center in Kennewick; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel department's recommendation and hereby awards the personal service contract to Tri-Cities Monitoring Inc. in the amount of \$26.85 per hour for one commissioned law enforcement officer to provide security services to be performed at the Prosser Courthouse and Kennewick Justice Center; 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 on November 15, 2015 and expires May 31, 2016

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

**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 Tri-Cities Monitoring, Inc., a Washington Corporation, with its principal offices at 3180 W. Clearwater Ave. Suite M Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin November 15, 2015, and shall expire on May 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.

2. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The Contractor shall provide one law enforcement officer commissioned to have arrest authority at the Prosser Courthouse to perform security services and maintain a safe work environment for courthouse staff and the general public that attend or are in the vicinity of the Benton County Superior Court domestic docket every Thursday at the Prosser Courthouse at 620 Market Street, Prosser, WA from 8 a.m. until completion of the docket as determined by the presiding judge. Benton County Superior Court Prosser Clerk's Office will notify by phone the contract representative either in person or by leaving a message at (509)392-8011 twenty-four (24) hours in advance if there is no Superior Court domestic docket. If the required notice is not given, the County agrees to pay the Contractor for one hour of service.

The Contractor shall provide one law enforcement officer commissioned to have arrest authority at the Benton County Justice Center to perform security services and maintain a safe work environment for the Benton County Justice Center staff and the general public that attend or are in the vicinity of the Benton County Superior Court Legal Financial Obligation (LFO) docket once a week at the Benton County Justice Center, 7122 West Okanogan Place, Kennewick, WA from 1 p.m. until the completion of the docket as determined by the Superior Court Clerk. The Benton County Superior Court Clerk's Office will notify by phone the contract representative either in person or by leaving a message at (509)392-8011 twenty-four (24) hours in advance if there is no

- 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.

5. AMENDMENTS AND CHANGES IN WORK

- a. 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.

6. 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.

7. 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. **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.

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 Personnel 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 Personnel Manager at the following address: Benton County Personnel Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

8. **TERMINATION**

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

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the

right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, 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.

12. COMPLIANCE WITH LAWS

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

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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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]).

23. 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].

24. 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective November 15, 2015.

Dated: _____

Dated: 11/10/15

Benton County Board of Commissioners

Tri-Cities Monitoring, Inc.

Chairman


Signature

Member

owner
Title:

Member

Becky D. Magnuson
PRINTED NAME

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

Attest: _____
Clerk of the Board

Approved as to Form by Civil Deputy Prosecuting Attorney