

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, November 8, 2016 Benton County Courthouse, Prosser, WA

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

9:00 AM

Call to Order

Approval of Minutes

- ❖ **October 25, 2016 Budget Workshops**
- ❖ **October 26, 2016 Budget Workshops**
- ❖ **November 1, 2016 Board Meeting**

Review Agenda

Consent Agenda

Animal Control

- a. Contract w/Vista Veterinary Hospital for Spay & Neutering Services
- b. Contract w/Vista Veterinary Hospital for Veterinarian Medical Services
- c. Contract w/S Morris Co. for Pet Cremation Services

Commissioners

- d. Contract w/Municipal Research & Services Center for Small Works/Vendor Roster Services
- e. Line Item Transfer, Fund No 0000-101, Dept. 115

Human Services

- f. Amended Agreement #2 w/Benton Franklin Community Action Committee for Operating Housing & Essential Needs Program

Information Technology

- g. Purchase of Cisco Web Security Appliances, Firepower Licenses & Subscription from Cerium Networks
- h. Purchase of Laptop from PCS Mobile for Sheriff's Mobile Command Center

Juvenile

- i. Line Item Transfer, Fund No. 0000-101, Dept. 138

Parks

- j. Contract w/Nelson Drilling for Well Drilling @ Rattlesnake Mountain Shooting Facility

Personnel

- k. Line Item Transfer, Fund No. 0503-101, Dept. 000
- l. Line Item Transfer, Fund No. 0000-101, Dept. 127
- m. Line Item Transfer, Fund No. 0000-101, Dept. 114
- n. Line Item Transfer, Fund No. 0000-101, Dept. 105
- o. Line Item Transfer, Fund No. 0504-101, Dept. 000

Public Safety

- p. Line Item Transfer, Fund No. 0148-101, Dept. 171

- q. Contract w/Kiona-Benton City School District for Crime Prevention Program
Sheriff
- r. Agreement w/Crown Paper & Janitorial Supply Co. for Paper & Glove Supplies
- s. Agreement w/Crown Paper & Janitorial Supply Co. for Chemicals & Janitorial Supplies
- t. Agreement w/Bob Barker Co for Inmate Supplies
- u. Agreement w/Galls, LLC for Employee Uniforms – Class A
- v. Contract w/911 Supply for Uniforms

Scheduled Business

Approval of 2017 Legislative Agenda ~ S Faulconer

Information Technology Update ~ T Holmes

2017 – 2018 Budget Discussions ~ D Sparks

Unscheduled Visitors

Other Business

Executive Session

Pending Litigation ~ R Brown

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting – Budget Workshop
Tuesday, October 25, 2016, 10:00 a.m.
Commissioners’ Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner Jerome Delvin
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; Sustainable Development Manager Adam Fyall; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; IT Manager Teri Holmes; Erhiza Rivera, Treasurer’s Office; Assessor Bill Spencer and Mary Christen; Financial Analyst Paul Schut, Aileen Coverdell and Rosie Sparks, Auditor’s Office. Marianne Ophardt and Gwen-Alyn Hoheisel, WSU Benton County Extension; DPA Ryan Brown; Sheriff Steve Keane; Undersheriff Jerry Hatcher.

Revenue & Expenditures

Mr. Sparks updated the Board on the proposed 2017-2018 budget and provided a copy of the preliminary Revenue and Expenditures Summary Sheet dated October 25, 2016. He said the major changes were a correction to District Court (double expenditure), adjustments for real and personal property, could still add \$600,000 if the Board decided to take the 1% and keep the levy rate the same, retail sales, intergovernmental revenues, decrease in other (tried to equal weight between juvenile and jail for expenses) and it had a corresponding decrease in non-departmental expenses; workman’s compensation expenditure (asked them to recoup their losses over a longer period); redistribution of IT costs; and increase to Elections funding (not as much in reserve). With the changes, they currently had a \$2.8 million deficit without requests.

Commissioner Beaver commented that he and Mike Shuttleworth met with the Richland and Kennewick school districts and they were looking at land outside the city limits, which might have an impact on the budget.

Assessor

Bill Spencer presented the Assessor’s budget. He said he moved things around where he saw the need and his office was working on efficiencies. He said they went from 14 cars down to 6 and used the pool vehicles but still travelled 14,000 miles more and were getting through the evaluation process quicker. He said when the new software was implemented, it would be a huge savings in

IT and they would be truly mobile and almost paperless. He mentioned they had a lot of turnover and so a lot of training was required. His requests included increases in training and travel, especially for the new appraisers, fuel costs as they were doing more evaluations in the rural areas, and minor equipment and small tools to replace old and dilapidated equipment.

Mr. Sparks asked about the request for IT costs. Mr. Spencer said they needed more I-pads for the mobile program for more appraisers and that it was pretty important to the process and would be integrated into the new system. He said the \$20,000 request for development costs he was hoping for but understood if they couldn't approve it. He added they were working really hard to pick up new construction and said the Board of Equalization process had gone down as they were really trying to work with taxpayers and educating them on what they were doing.

Auditor

Brenda Chilton said she did not have any requests to her budget and she presented the Auditor's 2017-2018 strategic plan and discussed accomplishments from last budget including:

- 4% increase of registered voters; use of outside agency for ballot assembly; expect a 2-4% increase in registered voters
- 2nd piece of e-recording and electronic document recording in place
- Financial Services Dept. – implementing electronic time sheeting; vouchers, p-cards and payroll; electronic pay stubs
- Elections – drive up drop box at the Kennewick Annex;
- Purchased equipment and software to duplicate ballots submitted electronically; on-line chat to streamline questions by voters
- Vehicle Licensing in Richland – opened an additional sub-agency in the City of Richland

Ms. Chilton said she was requesting software and support in the amount of \$340,000 for a new ballot tabulation system. The current one was 12-13 years old, all systems had to be certified and their system had timed out. She said the vendor would not seek certification in the next 2-3 versions of windows and it would need to be replaced.

WSU/Benton County Extension

Marianne Ophardt and Gwen-Alyn Hoheisel presented the WSU/Benton County Extension budget. Ms. Ophardt said the only increase was \$14,156.00 to contract services for the contract with WSU. Ms. Hoheisel discussed grants that were not reflected from donations for programs.

There being no further business, the meeting adjourned at 10:47 a.m.

Clerk of the Board

Chairman

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting – Budget Workshop
Wednesday, October 26, 2016, 9:00 a.m.
Commissioners’ Conference Room
Benton County Justice Center, Kennewick, WA

Present: Chairman Shon Small
Commissioner Jerome Delvin
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; Sustainable Development Manager Adam Fyall; Coroner John Hansens; Clerk Josie Delvin; Deputy Clerk Elaine Osborne; District Court Administrator Jacki Lahtinen; IT Manager Teri Holmes; Erhiza Rivera, Treasurer’s Office; Treasurer Duane Davidson; Financial Analyst Paul Schut, Rosie Sparks, Auditor’s Office; DPA Ryan Brown; Sheriff Steve Keane; Undersheriff Jerry Hatcher; Linda Ivey, Sheriff’s Office; Judge Katy Butler; Superior Court Judge Alex Ekstrom; Superior Court Administrator Pat Austin; Van Petty, Auditor’s Office; Darryl Banks and Jennifer Bowe, Juvenile Dept.

Coroner

John Hansens presented the Coroner’s budget and said he had a decrease in temporary help but was asking for an increase in two part time line items; it would bring up their salary but they were working the same or slightly more hours. He said after talking with Personnel and the County Administrator they decided to increase the salary as an alternative to paying for insurance.

Treasurer

Duane Davidson and Erhiza Rivera presented the Treasurer’s budget and requests included: move another .5 FTE to the Treasurer’s Investment Pool and another back into Current Expense (net effect was zero for Current Expense). Mr. Davidson said the foreclosure program had been very successful and the workload had increased. He added that the Legislature was proposing to reduce penalties and fees for foreclosure, which would be a huge impact to revenue to the County. Additional requests included \$4,800 for tax statement services - with new software they anticipated they would need to create a new design and shift mailing the reminder coupon from in-house to current vendor; travel and training increase for certification and to have the tax collector manager continue learning best practices; association due increase; interfund increase in the amount of \$285,000 for conversion to the new IT program for maintenance and reconciliation process; and \$11,000 for hardware and software for extension of what they do now for sales tax monitoring.

Clerk

Josie Delvin and Elaine Osborne presented the Clerk's budget. Ms. Delvin said in Current Expense the only additional funding request was \$4,500 for a vehicle (it was costing more to keep repairing it) and she did a lot of shifting from line items to balance with one of her big items being postage.

She said her Collections Dept. was self-funded and had an increase to the percentage for archive specialist (previously assisted from Auditor O & M) and office supplies and postage. Ms. Delvin stated she was closely monitoring the Courthouse Facilitator fund to make sure they were not over spending.

Highlights:

- Scan team – documents were all scanned except documents they were re-scanning from an agency that did a poor job (almost complete); they will then work with District Court and PA's office; also scanned OPD documents.
- Added Liberty to the public access documents and will also have one for attorneys as well;
- Enhancement to the jury program – will be able to fill out jury summons on line

Information:

- Caseloads and hearings - over a period of 5 years cases had decreased about 100 cases/year and hearings slightly
- Fines, fees and interest being waived and decrease in collections due to LFO lawsuit and NW Justice being active in motions to remit
 - 2015 – \$708,000 waived in fines, fees and interest
 - 2016 - \$1.3 million waived in fines, fees and interest (9 month) – she estimated they would waive over \$2 million for 2016
- Crime Victim Fund is down \$24,000; and law library and judicial stabilization account are all down
- Collection Fund – pays for 6 employees and benefits plus 10% admin fee paid to Current Expense - \$145,000; interest collected was to fund judicial officers, attorney, and part time PA for LFO docket
- LFO decrease will affect Current Expense, Crime Victim Fund, and Collection Fund

District Court/Probation

Jacki Lahtinen and Judge Butler presented the District Court and Probation budgets. Ms. Lahtinen said there were a lot of changes: they quashed 5,000 warrants and were getting ready to send to collection; revenue (17%) and caseloads were currently down, but they anticipated it would go back up as the cities hired their officers with the 3/10 sales tax, but they were also reviewing their process and procedures to make changes. Requests included pro tem money and professional services to increase the court interpreters up to the standard hourly rate the state recommended from \$45/hour to \$55; it could possibly come from the 3/10 sales tax. There was a reduction of \$10,000 in publications because they would no longer be receiving hardbound copies. They did not have any increases in Probation; they had a reduction of revenue and had not filled three part-time and one full-time position.

Mr. Sparks said he didn't ever remember cutting a deputy in his career and if filings were still going down, would hiring more officers actually increase filings. Commissioner Delvin said he thought they should look at this over the next two years and wanted to know if they could delay filling a district court judge position right way, depending on the trend.

Judge Butler said the number of judicial officers was determined by the case only, not by the number of hours spent. Chairman Small said they were just looking at options since they still had a \$2.5 million deficit.

Ms. Lahtinen said they were also looking at options and were not hiring through attrition and making other adjustments and were currently down three positions. Commissioner Beaver commented that he didn't think the impacts of the 3/10 had hit yet and the cities were looking at alternatives to incarceration.

Juvenile

Darryl Banks, Judge Ekstrom, and Jennifer Bowe presented the Juvenile budget. Mr. Banks said that in general they were asking for baseline budget.

Dept. 175 – asking to eliminate Dept. 175 (it had a singular goal as kitchen equipment replacement) and roll it into Dept. 172 Facilities Dept.). Additionally, they were asking to go back to \$12,000/year (\$24,000 fenced) and start to replace some of the smaller equipment.

Dept. 171 – Ms. Bowe outlined some errors in the budget: a detention officer position that was currently filled was missing and other line items that had minor errors.

Dept. 173 – A line item with a currently funded position was missing and another that was eliminated; all interfund line items were missing.

There was a discussion regarding the percentage split between Benton and Franklin Counties and the proposed admin fee. Ms. Smith Kelty said a proposal had been drafted and sent to Franklin County, however, they had an issue with some of the language so she was working with Ryan Brown. Mr. Brown said the issue was not the admin fee but how they split up the pie and he thought they were getting close to getting it worked out.

Mr. Banks discussed some low cost and no cost programs: expanded new software for teacher assistance to help juveniles get their GED; collaborating with Worksource on a work readiness program; extended work crew to after school program; strengthened mental health program; family violence – training to have some employees become experts in that area; working with United Way on truancy issues.

The Board briefly recessed, reconvening at 10:41 a.m.

Superior Court

Judge Ekstrom and Pat Austin presented the Superior Court budget. Requests included a ½ time FTE guardianship case manager; increase to professional services for mandated interpreters, guardian ad litem, visiting judges, etc; increase for association dues for judicial officers and court reporters; and new line items in current expense for Franklin County's portion of items that were in public safety tax (there would be a corresponding reimbursement); she only wanted those directly out of the 3/10 to be Benton County's expenses.

Ms. Austin said the Court was requesting bi-county non-bargaining court employees receive a COLA and benefit increases comparable to Benton County non-bargaining employees.

Trial Court Improvement Fund – requested increase in professional services; improvements include the new reader boards and electronic warrant system.

Sheriff

Sheriff Keane, Undersheriff Hatcher and Linda Ivey presented the Sheriff's budgets. Sheriff Keane discussed the following highlighted requests:

Dept. 118 – Sheriff Administration - \$45,000 request for computer software updates and renewals to transfer documents to the cloud.

Dept. 119 – Sheriff Clerk & Records - \$5,000 in supplies for concealed pistol licensing increase – anticipate \$11,000 increase in revenue to offset the cost; \$6,950 for minor tools for a new date time stamper and table and chairs; increase in bi-pin fees.

Dept. 120 – Sheriff Custody - Inmate medical services for \$217,000 (built-in inflator); contract with medical services - \$114,000 for additional intake registered nurse; inmate medical professional – \$33,000 for prescriptions, ambulance, ER; custody of prisoners - \$6500 for tables and chairs in training room; Corrections, \$7,500 due to increase in union activity grievances; \$12,000 for Universal Security for contract increase (jail lobby); \$17,500 for training and travel; \$8,000 for repair and maintenance to vehicles to de-install and install certain equipment on new vehicles; jail food services in the amount of \$68,000; \$75,249 for jail on wheels and work crew vehicle for Dept. of Ecology.

Dept. 121- Sheriff Patrol – \$41,000 overtime for the gang team; \$42,000 in overtime – grant related and completely reimbursed; Supplies/computer software, \$4,900; increase for vet costs for k-9 and psychological exams for positions; \$10,000 in postage (mailing to labs due to change in marijuana laws); \$22,000 for training/travel; \$8,750 for repair/maintenance for vehicle costs not done by county shop; IT, \$9,600 for patrol units with cell phones; capital request for \$330,000 to replace portable radios (8 years old and no longer under warranty); \$18,000 for purchase of two k-9's.

Dept. 125 – Sheriff Traffic Control - \$91,000 for replacement of two vehicles and \$76,000 for two work crew vans.

Commissioner Delvin asked how many unfilled positions there were in the Sheriff's budget. Undersheriff Hatcher said at least 12 unfilled positions (Dept. 120 – two that were open and six booking clerks; and three in Dept. 121 would likely be promoted to detective in public safety).

Hanford – DOE Contract – lost one employee but had not heard there would be any cuts.

Boat Patrol – received match funds of about \$60,000.

Work Crew – went down from six to five but no other changes.

Prosecuting Attorney

Andy Miller and Margaret Ault via/videoconference presented the Prosecuting Attorney's budget.

Mr. Miller said his budget was very frugal. He said he had one opening in Child Support and the numbers were lower and they did not fill a position; only one county (Benton) was within the caseload and the other counties had too many staff and could eliminate positions.

He said he they still prosecuted for the Sheriff and WA State Patrol so didn't believe their District Court numbers had went down. He said it was his impression the Sheriff's office had not changed their charging policy.

Victim Witness Budget – he said he was watching it very closely as it was only funded by fees and that was going down but they were expecting about \$47,000+ extra from the State. He discussed an employee that assisted with the Spanish speaking interviews and was involved in the forensics interview testimony and believed it was now time to ask for reimbursement for her time. He said there was a possibility of getting a grant and he wanted to do that before asking for reimbursement; it was his recommendation to not change the budget yet but if it got worse he would have to lay someone off.

Mr. Sparks said with the current revenue and expenditures they now had a \$2.8 million deficit (just base line budget, not requests). He said if they added in the requests, it would be a \$5 million deficit.

There being no further business before the Board, the meeting adjourned at approximately 11:50 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, November 1, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner Jerome Delvin
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; Assistant County Engineer Robert Blain; DPA Ryan Brown; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Assessor Bill Spencer; Treasurer Duane Davidson; Superior Court Administrator Pat Austin; Superior Court Judge Robert Swisher, Juvenile Administrator Darryl Banks; Jennifer Bowe, Juvenile; Clark Posey, Planning; Vic Reeves, Noxious Weed; Facilities Manager Dan Waggoner; Linda Ivey, Sheriff's Office; Shyanne Faulconer, Community Programs/PR Coordinator; IT Manager Teri Holmes; Kyle Sullivan, Human Services Manager; Financial Analyst Paul Schut; Public Services Administrator Fred Bowen; Aileen Coverdell, Auditor's Office.

Approval of Minutes

The Minutes of October 25, 2016 were approved.

Consent Agenda

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

Clerk

- a. Agreement w/M Dolven for Family Law Facilitator Services

Commissioners

- b. Reappointment of S LePage to Mid-Columbia Libraries Board of Trustees

District Court

- c. Contract w/Washington Collectors for Collection Services

Facilities

- d. Payment Authorization to Kone, Inc for Elevator Services
- e. Contract w/Fire Systems West, Inc. for Fire Alarm Maintenance & Testing

Information Technology

- f. Purchase of Additional Workstations & Monitors from Dell Premier for Public Works

Parks

- g. Public Access Easement Near Candy Mountain

Personnel

- h. Salary Request Statement

Public Works

- i. Agreement w/Columbia Irrigation District for Purchase of Raw Material from Owens Quarry
- j. Line Item Transfer, Fund No. 0101-101, Dept. 500

Sheriff

- k. Line Item Transfer, Fund No. 0000-101, Dept. 120

Superior Court

- l. Agreement w/A Armijo for Interpreting Services
- m. Proclamation for National Adoption Day

Public Hearing – Capital Improvement Plan

Paul Schut presented the 2017-2022 Capital Improvement Plan for public hearing. He commented that the Rural Capital Fund (two road projects) and REET Fund (Fairgrounds Buildings 2 and 3) sections were added so they could go into the Comprehensive Plan for funding. Mr. Schut reviewed the requests and said there were \$20 million worth of projects in the plan; not approved to get done but determined as needed.

As there was no one present to testify, public testimony was closed.

MOTION: Commissioner Delvin moved to approve and adopt the 2017-2022 Benton County Capital Improvement Plan as presented. Commissioner Beaver seconded and upon vote, the motion carried.

Tenant Improvements Project – Justice Center

Dan Waggoner said the construction plans for the remodel of six areas located at the Justice Center were complete and ready to go to bid and he was seeking permission to continue that process.

MOTION: Commissioner Beaver moved to approve the Public Services Administrator to proceed with the bidding process for the Justice Center Remodel Project. Commissioner Delvin seconded and upon vote, the motion carried.

Change Order #1 with MG Wagner – Roof Replacement Project

Dan Waggoner presented Change Order No. 1 for the roof replacement project as follows:

- \$19,202 credit – modify the underlayment materials on the roof of the original Courts and Jail buildings
- \$65,860 charge - Option of changing from a standard solvent based adhesive to a solvent-free adhesive. The purpose of this would be to reduce the odor and minimize the smell of glue inside the building, which would be a better option for employees and guests.

Chairman Small said he was disappointed it wasn't included in the beginning from the Contractor. There was a discussion regarding the estimate and final bid amount. Mr. Waggoner said the original construction estimate was \$4 million and the bid came in a \$1.9 million.

MOTION: Commissioner Beaver moved to approve Change Order No. 1 and authorize the Chairman to sign. Commissioner Delvin seconded and upon vote, the motion carried.

Preliminary Plat – SUB – 2016-005

Clark Posey presented the proposed preliminary plat of La Buena Vida Estates. He said the Planning Commission completed the open record hearing and recommended approval with conditions. He commented that one of the issues that had come up lately was water supply but this plat would be served by Oasis Water Corporation for water and by individual septic systems.

MOTION: Commissioner Delvin moved to adopt the Planning Commission's recommendation, Findings and Conclusions as their own and approve the preliminary plat of La Buena Vida Estates - SUB 2016-005 with conditions. Commissioner Beaver seconded and upon vote, the motion carried.

Contract for Consultation of the Behavioral Health System

Kyle Sullivan discussed the insurance issue regarding contracting with Leon Evans for consultation of the behavioral health system. He said Mr. Evans performed these consultations separate from his business and did not have the required professional liability insurance. He said he talked to Lexi Wingfield and asked Mr. Evans if he would be willing to purchase the insurance but he did not yet have an answer from him.

There was a discussion regarding contracting with Rick Weaver to assist with the consultation, finding out Franklin County's position on the contract/insurance issue, and use of mental health funds for the consultation.

Commissioner Beaver stated that Benton County had insurance requirements and if Mr. Evans could not meet those requirements, then it could not contract with him. Mr. Sullivan was instructed to meet with Franklin County and find out their position on the issue.

Noxious Weed Budget Assessment

Vic Reeves gave a Powerpoint presentation on Noxious Weed and discussed the following:

- Emphasis on education opportunities and doing things differently
- New website
- Community outreach
- Weed list mandated by the state
- Cooperative partners
- Working w/residents

Mr. Reeves said the weed board approved a resolution to send to the Commissioners asking for an increase in the assessment of \$1.00 per/parcel. He said the increase was needed so they could hire another field employee and continue to move forward and develop the program. He said the assessment had not increased in 20 years and Benton County had almost the lowest assessment (next to Walla Walla County) in his comparison of counties. He estimated that 60% of the parcels were residential city lots and admitted that service for the agricultural community was not where it should be but he only had one guy on the road and he was in the office doing the administrative duties. He said the proposed budget would include another employee (3 total). He said they had enough money to go two years but not beyond that and if the Board did not approve it he would have to come back again.

Commissioner Delvin asked about attendance at the public meeting and Mr. Reeves said that two people showed up, a county employee and a wheat grower and there were no adverse comments received. Commissioner Delvin said he understood the weed board was previously in disrepair and asked where that money was going. Mr. Sparks said they originally had a director and three staff members and then it was reduced and then found out they only had one functioning board member. He said they decided to make it a separate entity and the Conservation District board stepped up and took over and they were now on their own.

Chairman Small said it was a good presentation and it appeared to be a new program but he had spoken to several farmers about this and the majority had not ever seen anyone from the weed district. He said they were spending \$1/2 to \$10 million to eradicate their own weeds and he said he wanted him to hold tight and continue the program and start to sell the program.

Mr. Reeves said there was a real misconception that the weed board was there to spray weeds but it was their job to get people to take care of weeds on their property. He said he wanted to build the program so they were more visible but with one person out there it was difficult.

MOTION: Commissioner Delvin move to accept the resolution requesting \$1.00 per parcel assessment increase and approve the weed board's 2017-2018 budget as presented. The motion died for lack of a second.

Jail Contract with Cities Discussion

Ms. Smith Kelty said they had been reviewing and continuing the discussion regarding a new contract with the cities for use of the jail. Additionally, the Board received a letter from the cities asking for a response by November 1.

Ms. Smith Kelty presented a recommendation for the jail cost allocation using a five year rolling average. She said the goal was to stabilize the revenue and make this equitable since the cities had the ability to control the amount of prisoners.

They took the billable expenditures and broke them out according to the percentages; they would share revenue and billings based on percentages and it would change every year because it would be rolling. Mr. Sparks said it was set from July to June so everyone knew their budget and the

only unknown would be if the state and feds took out their prisoners. Additionally, the County budgeted \$1.2 million of the public safety tax for the jail so the cities would not be billed this portion and it would save the cities about \$300,000.

MOTION: Commissioner Delvin moved to approve the 2017-2018 Jail Cost Allocation proposal as presented by staff using the revenue sharing plus the five-year rolling average. Commissioner Beaver seconded.

Discussion

Commissioner Beaver asked about the prisoner bed day rate for DOC and Mr. Hatcher said they were working on that; he said that hopefully this would take the swing out for the cities and Benton County.

Chairman Small said the cities were getting a huge benefit from the County allocating public safety tax funds to the formula and the County continued to be a good partner. He requested a letter be drafted to respond to the cities.

Upon vote, the motion carried.

The Board agreed to have Mr. Sparks draft a letter to be signed by the Board at the next board meeting.

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

2017-2018 Budget Discussion

Mr. Sparks said the budget discussion was scheduled every week until December 6 when they needed to advertise and he needed direction on the following issues:

- Shift costs in Current Expense budget to 3/10 budget (Gang Task Force, Metro Prosecutor and things of that nature) to alleviate the deficit;
- Keeping the levy rate the same;
- Cash flowing elections and operational costs – pre-funding out of reserves;
- Eliminating 3 District Court positions that were unfilled

The Board agreed. Mr. Sparks said those decisions would bring Current Expense within a manageable deficit with granting zero requests. He said he wanted to review the 3/10 budget requests separately.

Chairman Small said the departments really needed to look at their budgets to see what they could do to assist so they didn't have a huge hit in another two years. Mr. Sparks commented it was imperative to have a balanced budget; that if they balanced with a \$2 million deficit, in two more years it would be \$6 million.

He said he could meet with individual departments and would look at some one-time costs; he tried to highlight some one-time costs and wanted to look at pre-funding some items from cash carry over and then start to fine-tune the budget.

Commissioner Beaver commented that he didn't want to roll the dice with the 3/10 funds; he saw it as one-time expenditures, not ongoing operational costs because he didn't know how the voters would vote in 10 years. Chairman Small said they needed to look at it carefully to make sure the programs could be sustained.

Mr. Sparks recapped that he would prepare a new worksheet with the changes: eliminating three positions in District Court, prefunding some cash flow in Elections, keeping the levy rate the same, and moving the Gang Task Force into 3/10.

Undersheriff Hatcher said he would lose 12-17 officers in the Gang Task Force if it didn't pass and would rather shift a monetary amount, not that particular team, in case that funding went away since that was really the only pro-active team out there in Benton County.

Other Business

David Sparks suggested the Board either cancel the November 29 board meeting or keep the meeting to a consent agenda only due to the Thanksgiving holiday.

MOTION: Commissioner Beaver moved to cancel the November 29 board meeting. Commissioner Delvin seconded and upon vote, the motion carried.

Unscheduled Visitors

Cary Watts, Richland, WA via/videoconference said he owned property on Candy Mountain and was interested in swapping and/or donating property to the County so they could bring up utilities and access to the properties on the north side. He said he had been in contact with Adam Fyall and wanted to know what the next step was.

Chairman Small suggested he continue to work with Adam Fyall and the Planning Dept. to see what could be done. Mr. Fyall indicated he had Mr. Watts' phone number and would call him.

Account Payables

Check Date 10/28/16

Warrants #147429-147516
Total of all Funds \$ 449,196.35

Transfers #10281601-10281608
Total of all Funds \$547,522.60

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

Resolutions

- 2016-843: Agreement w/M Dolven for Family Law Facilitator Services
- 2016-844: Reappointment of S LePage to Mid-Columbia Libraries Board of Trustees
- 2016-845: Contract w/Washington Collectors for Collection Services
- 2016-846: Payment Authorization to Kone, Inc for Elevator Services
- 2016-847: Contract w/Fire Systems West, Inc. for Fire Alarm Maintenance & Testing
- 2016-848: Purchase of Workstations & Monitors from Dell Premier for Public Works
- 2016-849: Public Access Easement Near Candy Mountain
- 2016-850: Agreement w/Columbia Irrigation District for Purchase of Raw Material from Owens Quarry
- 2016-851: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 2016-852: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2016-853: Agreement w/A Armijo for Interpreting Services
- 2016-854: Proclamation for National Adoption Day
- 2016-855: Adopting the 2017-2022 Benton County Capital Improvement Plan
- 2016-856: Approving Change order No. 1 with MG Wagner – Justice Center Reroof Project
- 2016-857: Approval of Preliminary Plat Application – SUB 2016-005 – La Buena Vida Estates

There being no further business before the Board, the meeting adjourned at approximately 10:52 a.m.

Clerk of the Board

Chairman

a. Contract w/Vista Veterinary Hospital for Spay & Neutering Services

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>11-08-2016</u>	Execute Contract	<u> x </u>
Subject:	<u>Contract with Vista Vet</u>	Pass Resolution	<u> x </u>
Prepared by:	<u>M. Johnson</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>Steve Brown</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> x </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND / SUMMARY INFORMATION

Animals housed at Benton County Animal Control (BCAC), upon adoption are required to be spayed or neutered. A contract with a licensed veterinarian is needed in order to provide such treatment. The BCAC Manager recommends entering into a contract with Vista Veterinary Hospital Inc., P.C. doing business as Vista Veterinary Hospital for “as needed” spay and neuter services for animals housed at BCAC.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Amount not to exceed \$15,000 to be paid out of Current Expense (0000-101) Department 137 Animal Control’s Budget. No supplement required.

MOTION

N/A consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND VISTA VETERINARY HOSPITAL INC., P.C. DOING BUSINESS AS VISTA VETERINARY HOSPITAL FOR "AS NEEDED" SPAY AND NEUTERING SERVICES FOR THE ANIMALS HOUSED IN THE BENTON COUNTY ANIMAL CONTROL FACILITY

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

WHEREAS, the Benton County Animal Control Manager recommends entering into a Professional Service Contract with Vista Veterinary Hospital for "as needed" spay and neutering services and other medical services they are qualified to perform for the animals housed in the Benton County Animal Control facility; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between Benton County and Vista Veterinary Hospital for a contract amount not to exceed \$15,000; and

BE IT FURTHER RESOLVED the contract shall commence January 1, 2017 and shall terminate December 31, 2017.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY** (hereinafter "COUNTY"), a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), operator of **BENTON COUNTY ANIMAL CONTROL** (hereinafter "BCAC"), and **VISTA VETERINARY HOSPITAL, INC. P.C.**, doing business as Vista Veterinary Hospital (hereinafter "CONTRACTOR"), a professional service corporation organized under the laws of the State of Washington with its principal offices at 5603 W. Canal Drive, Kennewick WA 99336.

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

1. CONTRACT DOCUMENTS

This Contract consists of the Professional Services Contract Terms and Conditions (this document).

2. DURATION OF CONTRACT

The term of this Contract shall commence on January 1, 2017 and shall terminate on December 31, 2017, unless terminated earlier pursuant to Section 11 of this Contract.

3. VETERINARIAN SERVICES TO BE PROVIDED:

- a. The CONTRACTOR, through its licensed veterinarians and qualified employees, shall provide as-needed spay and neuter services for animals housed in the Benton County Animal Control Facility operated by BCAC and located at 1116 Grant Place, Kennewick, WA 99336. Services provided under this Contract shall be provided at CONTRACTOR'S facility located at 5603 W. Canal Drive in Kennewick, Washington or at such other suitable location as agreed upon by the parties' Contract Representatives. All services provided under this Contract shall be performed in accordance with current veterinary medical standards in existence at the time that such work is performed.
- b. 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 or any other factor deemed important to the COUNTY.

- c. The CONTRACTOR agrees to provide its own equipment, labor, materials, and facilities. Unless otherwise provided in this Contract or agreed upon by the parties, no equipment, labor, materials, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

For CONTRACTOR:

Dr. Kathy Batdorf
5603 W. Canal Drive
Kennewick, WA 99336
(509) 783-2131

For COUNTY:

Steve Brown
5600 W. Canal Drive, Suite C
Kennewick, WA 99336
(509) 735-3500

5. COMPENSATION

The COUNTY will pay CONTRACTOR to perform services in accordance with Section 3 of this Contract as follows:

- a. Spay and Neuter Rates: \$83.00 per animal for spaying; and \$61.00 per animal for neutering.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR for the performance of services outlined in Section 3 of this Contract shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), including W.S.S.T. Payment of any dollar amount above the maximum payable amount

will only be approved with an amendment to this Contract executed in accordance with Section 6 of this Contract.

- c. Billings for services shall be submitted for payment to the Benton County Animal Control Facility at 1116 N. Grant Place, Kennewick, WA 99336. Each bill shall detail the name of the animal, case number, date of service, and the service(s) performed. Payment to the CONTRACTOR for such services will be based on the standard rates set forth in Section 5.a. of this Contract. The COUNTY shall authorize payment when the service billed is accepted by the COUNTY, and will remit authorized payments within thirty (30) days after receiving the billing for service.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- 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. 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. QUALIFICATIONS OF CONTRACTOR'S VETERINARIANS AND STAFF

By executing this Contract, CONTRACTOR guarantees that all veterinarians employed and working at its facility, the Vista Veterinary Hospital, are licensed in the State of Washington to practice veterinary medicine. The CONTRACTOR shall ensure that all of its veterinarians are continually licensed throughout the duration of the Contract. The CONTRACTOR guarantees that any employee of the CONTRACTOR who performs work pursuant to this Contract is properly licensed and/or certified in accordance with all applicable federal, state, and local laws, rules, and regulations. The CONTRACTOR shall ensure that any employee performing work pursuant to this Contract is licensed and/or certified at the time he or she performs such work.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the 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.

9. PERMITS AND LICENSES

The CONTRACTOR shall have and maintain any and all applicable professional, federal, state, or local certifications, licenses, or permits required by law and this Contract. The CONTRACTOR shall have sole responsibility for the cost of obtaining and maintaining such licenses, certifications, and permits. Proof of required certifications, licenses, and permits shall be provided to COUNTY within ten (10) days of the date of this Contract.

10. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR shall hold harmless, indemnify, and defend Benton County and its officers, officials, employees, representatives,

and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its veterinarians, technicians, agents, representatives, or employees, which arise in connection with the work performed under this Contract or are caused in whole or in part by reason of the presence of the CONTRACTOR or its veterinarians, technicians, agents, representatives, or employees or their property upon or in the proximity of the property of the COUNTY. PROVIDED that CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against Benton County and its officers, officials, representatives, employees, and agents by CONTRACTOR, any subcontractor, anyone directly or indirectly employed by CONTRACTOR, or anyone for whose acts CONTRACTOR 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 CONTRACTOR or any subcontractor under Workers Compensation acts, disability benefits acts, or other employee benefit acts, it being agreed and understood by the parties hereto that CONTRACTOR expressly waives any immunity CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, 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 CONTRACTOR makes with any other person or agent performing work hereunder. CONTRACTOR'S obligations under this Section 10 shall survive termination and expiration of this Contract.**

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

11. 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.

12. 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, which must be written subject to limits of not less than one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) in the aggregate. Such insurance must be provided by an

insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of thirty-six (36) months after the effective date of termination or completion of this Contract. If coverage is canceled or not renewed, and is not replaced with another claims made policy form with a retroactive date prior to the Contract's effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of thirty-six (36) months after the completion of work. The 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

The CONTRACTOR must obtain 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 10 of this Contract. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

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 and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY requires and 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, except for professional liability under Section 12(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers**

All insurance required under this Contract shall be issued by

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance with endorsements attached must be provided to the COUNTY'S Contract Representative set forth in Section 4.
3. All written notices under this Section 12 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative set forth in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

13. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision 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.

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 Section 5 of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local 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.

15. COMPLIANCE WITH LAWS

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

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 or created in the performance of this contract for six

(6) years after termination of this Contract for audit purposes.

17. NONDISCRIMINATION

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

18. DISPUTES

Differences 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, or designee, shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE CONTRACT

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

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

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, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Date: _____

Benton County

Chairman
Benton County Commissioner

Approved as to Form:



Michaela Murdock
Civil Deputy Prosecuting Attorney

Date: 10-28-16

**Vista Veterinary Hospital,
Inc. PC**



Dr. Kathy Batdorf
Vice President

b. Contract w/Vista Veterinary Hospital
for Veterinarian Medical Services

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>11-08-2016</u>	Execute Contract	<u> x </u>	Consent Agenda
Subject:	<u>Contract with</u>	Pass Resolution	<u> x </u>	Public Hearing
	<u>Vista Vet</u>	Pass Ordinance	<u> </u>	1st Discussion
Prepared by:	<u>M. Johnson</u>	Pass Motion	<u> </u>	2nd Discussion
Reviewed by:	<u>Steve Brown</u>	Other	<u> </u>	Other

BACKGROUND / SUMMARY INFORMATION

Sometimes the animals housed at Benton County Animal Control (BCAC), animals being brought into BCAC, or animals owned by the Sheriff’s Office (the K9 dog) need medical treatment that cannot be provided by BCAC staff. A contract with a licensed veterinarian is needed in order to provide such treatment. The BCAC Manager recommends entering into a contract with Vista Veterinary Hospital, Inc. PC doing business as Vista Veterinary Hospital, Inc. PC for “as needed” veterinarian medical services for animals housed at BCAC and animals owned by the Sheriff’s Office.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Amount not to exceed \$15,000 to be paid out of Current Expense (0000-101) Department 137 Animal Control’s Budget (Sheriff’s Office will pay the medical bills for the K9 dog out of their budget). No supplement required.

MOTION

N/A consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND VISTA VETERINARY HOSPITAL, INC. PC DOING BUSINESS AS VISTA VETERINARY HOSPITAL, INC. PC FOR "AS NEEDED" VETERINARIAN MEDICAL SERVICES FOR THE ANIMALS HOUSED IN THE BENTON COUNTY ANIMAL CONTROL FACILITY AND ANIMALS OWNED BY THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, the Benton County Animal Control Manager recommends entering into a Professional Service Contract with Vista Veterinary Hospital, Inc. PC for "as needed" veterinarian medical services for the animals housed in the Benton County Animal Control Facility and animals owned by the Benton County Sheriff's Office for a contract amount not to exceed \$15,000; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between Benton County and Vista Veterinary Hospital for a contract amount not to exceed \$15,000; and

BE IT FURTHER RESOLVED, the contract shall commence January 1, 2017 and shall terminate December 31, 2017.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY** ("COUNTY"), a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and **VISTA VETERINARY HOSPITAL INC. P.C.**, doing business as Vista Veterinary Hospital ("CONTRACTOR"), a professional service corporation organized under the laws of the State of Washington with its principal offices at 5603 W. Canal Drive, Kennewick, WA 99336.

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

1. CONTRACT DOCUMENTS

This Contract consists of the Professional Services Contract Terms and Conditions (this document).

2. DURATION OF CONTRACT

The term of this Contract shall commence on the January 1, 2017 and shall terminate on December 31, 2017, unless terminated earlier pursuant to Section 11 of this Contract.

3. VETERINARIAN SERVICES TO BE PROVIDED

- a. The CONTRACTOR, through its licensed veterinarians and qualified employees, shall provide as-needed veterinarian medical services and supplies to all animals housed in the Benton County Animal Control Facility, operated by Benton County Animal Control, located at 1116 Grant Place, Kennewick, WA 99336 and all animals owned by the Benton County Sheriff's Office located at 7122 W. Okanogan Place, Building B, Kennewick, WA 99336. All services provided under this Contract shall be performed in accordance with current veterinary medical standards in existence at the time that such work is performed.
- b. The CONTRACTOR agrees to provide its own equipment, labor, and materials. Unless otherwise provided in this Contract, no equipment, material, labor, or facilities will be furnished by the COUNTY.

- c. 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 or any other factor deemed important to the COUNTY.

4. CONTRACT REPRESENTATIVES

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

For CONTRACTOR:

Dr. Kathy Batdorf
5603 W Canal Drive
Kennewick, WA 99336
(509) 783-2131

For COUNTY:

Steve Brown
5600 W. Canal Drive, Suite C
Kennewick, WA 99336
(509) 735-3500

5. COMPENSATION

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

- a. The CONTRACTOR shall provide a thirty percent (30%) discount off the CONTRACTOR'S standard fee schedule at the time of service for all exams and radiographs. If an animal requires treatment for a traumatic injury or condition (e.g., a trauma requiring surgery), the applicable discount, at a minimum, shall be no less than thirty percent (30%) off the CONTRACTOR'S standard fee schedule at the time of service; however, the discount may be greater based on a case-by-case determination. The CONTRACTOR shall also provide a thirty percent (30%) discount on all supplies.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR for the performance of services set forth in Section 3 of this Contract shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), including W.S.S.T. Payment of any dollar amount above the maximum payable amount

will only be approved with a Contract Amendment executed in accordance with Section 6 of this Contract.

- c. Billings for services and supplies provided under this Contract shall be submitted for payment as follows: (1) for services or supplies for animals housed at the Benton County Animal Control Facility, billings shall be submitted to Benton County Animal Control at 1116 Grant Place, Kennewick, WA 99336; and (2) for services or supplies for animals owned by the Benton County Sheriff's Office, billings shall be submitted to the sheriff's office at 7122 W. Okanogan Place, Building B, Kennewick, WA 99336. Each bill shall detail the name of the animal, the date of service or purchase, and the service(s) performed or the supplies purchased. The COUNTY shall authorize payment when the billed for service or supplies are accepted by the COUNTY, and will remit authorized payments to the CONTRACTOR within thirty (30) days after receiving the billing.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- 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. Unless otherwise provided in this Contract, 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 for those services. All work performed 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 performed, 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. QUALIFICATIONS OF CONTRACTOR'S VETERINARIANS AND STAFF

By executing this Contract, CONTRACTOR guarantees that all veterinarians employed and working at its facility, the Vista Veterinary Hospital, are licensed in the State of Washington to practice veterinary medicine. The CONTRACTOR shall ensure that all of its veterinarians are continually licensed throughout the duration of the Contract. The CONTRACTOR guarantees that any employee of the CONTRACTOR who performs work pursuant to this Contract is properly licensed and/or certified in accordance with all applicable federal, state, and local laws, rules, and regulations. The CONTRACTOR shall ensure that any employee performing work pursuant to this Contract is licensed and/or certified at the time he or she performs such work.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the 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.

9. PERMITS AND LICENSES

The CONTRACTOR shall have and maintain any and all applicable professional, federal, state, or local certifications, licenses, or permits required by law and this Contract. The CONTRACTOR shall have sole responsibility for the cost of obtaining and maintaining such licenses, certifications, and permits. Proof of required certifications, licenses, and permits shall be provided to COUNTY within ten (10) days of the date of this Contract.

10. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses,

expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR or its veterinarians, technicians, agents, representatives, or employees, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 10 shall survive termination and expiration of this Contract.**

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

11. 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.

12. 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, which must be written subject to limits of not less than one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims

made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of thirty-six (36) months after the effective date of termination or completion of this Contract. If coverage is canceled or not renewed, and is not replaced with another claims-made policy form with a retroactive date prior to the Contract's effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of thirty-six (36) months after the completion of work. The 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 Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

The CONTRACTOR must obtain 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 10 of this Contract. The 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 and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be

excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY requires and 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, except for professional liability under Section 12(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 that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance with endorsements attached must be provided to the COUNTY'S Contract Representative set forth in Section 4.
3. All written notices under this Section 12 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative set forth in Section 4.

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

13. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision 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.

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 Section 5 of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local 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.

15. COMPLIANCE WITH LAWS

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

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 or created in the performance of this contract for six (6) years after termination of this Contract for audit purposes.

17. NONDISCRIMINATION

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

18. DISPUTES

Differences 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, or designee, shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE CONTRACT

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

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

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, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it

may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section is intentionally left blank -

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

Date: _____

Date: 10-28-16

BENTON COUNTY

**VISTA VETERINARY HOSPITAL,
INC. PC**

Chairman
Benton County Commissioner

Kathy Batdorf Dr
Dr. Kathy Batdorf
Vice President

Approved as to Form:

Michaela Murdock
Michaela Murdock
Civil Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>11-08-2016</u>	Execute Contract	<u> X </u>	Consent Agenda
Subject:	<u>Contract with</u>	Pass Resolution	<u> X </u>	Public Hearing
	<u>The S. Morris</u>	Pass Ordinance	<u> </u>	1st Discussion
	<u>Co.</u>	Pass Motion	<u> </u>	2nd Discussion
Prepared by:	<u>M. Johnson</u>	Other	<u> </u>	Other
Reviewed by:	<u>Steve Brown</u>			

BACKGROUND / SUMMARY INFORMATION

Unfortunately, Benton County Animal Control (BCAC) sometimes has to humanely euthanize dogs that have come into the BCAC due to court orders, health reasons, or bite incidents. The BCAC Manager is recommending entering into a contract with The S.Morris Co. for “as needed” pet cremation services, which includes picking up euthanized animals on an “as needed” basis, cremating the euthanized animals at The S. Morris Co.’s facility, and disposing of the ashes.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Pick up & cremation rate equals \$0.53 per pound with a total amount not to exceed \$10,000 (including WSST) to be paid out of Current Expense (0000-101) Department 137 Animal Control’s Budget. No supplement required.

MOTION

N/A consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND THE S. MORRIS CO. FOR "AS NEEDED" PET CREMATION SERVICES FOR THE BENTON COUNTY ANIMAL CONTROL FACILITY

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

WHEREAS, the Benton County Animal Control Manager recommends entering into a Personal Service Contract with The S. Morris Co. for animal cremation services, which included picking up euthanized animals on an "as needed" basis, cremating the euthanized animals at The S. Morris Co.'s facility, and disposing of the ashes; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached agreement between Benton County and The S. Morris Co. for a contract amount not to exceed \$10,000 including WSST; and

BE IT FURTHER RESOLVED, the contract shall commence January 1, 2017 and shall terminate December 31, 2017.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**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 S. MORRIS CO.**, a for profit corporation organized under the laws of the State of Washington, with its principal offices at 32819 SR2, Sultan, WA 98294 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the Terms and Conditions contained in this document.

2. DURATION OF CONTRACT

The term of this Contract shall commence January 1, 2017, 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.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. "As needed" pet cremation services, including: picking up and removing euthanized pets from the Benton County Animal Control Facility, located at 1116 N. Grant Place in Kennewick, Washington, on an "as needed" basis; transporting euthanized pets to CONTRACTOR'S facility for cremation; and properly cremating and disposing of the ashes of euthanized pets. COUNTY will store euthanized pets in a freezer until the CONTRACTOR, within a reasonable period of time, picks up and removes the euthanized pets.
- b. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- 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.

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:

Steven Morris
P.O. Box 99768
Seattle, WA 98139
(206) 784-4055

b. For COUNTY:

Steve Brown
5600 W. Canal Drive, Ste. C
Kennewick, WA 99336
(509) 735-3500

5. **COMPENSATION**

- a. For CONTRACTOR'S performance of pet cremation services, in accordance with Section 3 of this Contract, COUNTY shall pay the CONTRACTOR at the rate of Fifty-Three Cents (\$0.53) per pound.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), including WSST.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for

services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY and its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of

damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. BREACH

In the event of a breach of any of the provisions of this Contract by CONTRACTOR or CONTRACTOR'S agents, representatives, or employees, the COUNTY may immediately terminate this Contract upon giving written notice to CONTRACTOR'S Contract Representative, 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 damages (including consequential damages and costs) suffered by the COUNTY by reason of the CONTRACTOR'S breach.

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

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

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

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

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

other insurance maintained by the COUNTY.

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

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

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

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

d. **Other Insurance Provisions:**

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

CONTRACTOR'S insurance policies.

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

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 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 and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving ten (10) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- c. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

11. 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.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision 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.

13. 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-upon services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local 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.

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

The CONTRACTOR and 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.

17. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under

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

18. CONFIDENTIALITY

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

19. CHOICE OF LAW, JURISDICTION AND VENUE

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

20. SUCCESSORS AND ASSIGNS

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

21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the

parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. 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. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a

governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that, to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records 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.

26. SURVIVABILITY

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

- This section was intentionally left blank -

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

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

Date: _____

Date: 9.30.16

BENTON COUNTY

THE S. MORRIS CO.

Chairman
Benton County Commissioner

Steven Morris
Signature

Approved as to Form

Steven Morris, President
Print Name and Title

[Signature]
Civil Deputy Prosecuting Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE 2017 WASHINGTON PUBLIC AGENCY CONTRACT BETWEEN BENTON COUNTY AND MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC) FOR A SMALL WORKS, CONSULTANT, AND VENDOR ROSTER SERVICES.

WHEREAS, Per Resolution 2015-836, the Board of Benton County Commissioners entered into a 2016 Washington Public Agency Contract between Benton County and Municipal Research and Services Center (MRSC) for Small Works, Consultant, and Vendor Roster Services for annual amount of \$120.00; and

WHEREAS, the annual membership fee amount is based on Benton County's total capital expenditures for the most recent completed fiscal year; and

WHEREAS, the Board of County Commissioners' believe it is in the best interest of the County to continue this service; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners', Benton County, Washington hereby approves the Washington Public Agency Contract attached to hereto between Benton County and Municipal Research and Services Center of Washington (MRSC) for Small Works, Consultant, and Vendor Roster services for an annual membership fee of \$120.00, with said payment being paid prior to December 1, 2016 for 2017 membership; and

BE IT FURTHER RESOLVED, the attached Contract will be effective for one (1) year from the first legal publication date in January 2017.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board



Washington Public Agency Contract Small Works, Consultant, and Vendor Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency"),
Benton County

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster"), individual Consultant Roster ("Consultant Roster"), and individual Vendor Roster ("Vendor Roster") (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster and Consultant Roster, and at least biannually for the Vendor Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works, consultant, and vendor business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. Access to MRSC Rosters by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to MRSC Rosters. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
 - (a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
 - (b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to select businesses to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts in accordance with RCW 39.04.190, and any ordinances and other laws applicable to the Public Agency. The Public Agency shall be responsible for its own and the selected business' compliance with all laws governing such purchases.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$ 120.00.

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$120
5 to 10 million	\$240
10 to 15 million	\$360
15 to 25 million	\$480
25 to 50 million	\$600
More than 50 million	\$900

10. Relationship of Parties. MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. Non-assignment. MRSC shall contract with Upwards Technologies for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.
18. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.
19. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.
20. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: Benton County

Common Public Agency Name (if different): _____

Mailing Address: Benton County Commissioners

PO Box 190

Prosser, WA 99350

County: Benton

Type of Public Agency: County

Website: www.co.benton.wa.us

Primary Contact:

Name: Paul Schut

Title: Financial Analyst

Email: Paul.Schut@co.benton.wa.us

Telephone: 509-736-3082

Facsimile: 509-786-5625

Additional Contact:

Name: Loretta Smith Kelty

Title: Deputy County Administrator

Email: Loretta.Smithkelty@co.benton.wa.us

Telephone: 509-786-5600

Facsimile: 509-786-5625

21. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

MRSC

[Signature]

[Signature]

[Title]

MRSC Rosters Manager

[Title]

[Date]

[Date]

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, DEPARTMENT NUMBER 115

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 110

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$500,000	597.100	0009	T/O to Election Reserve	\$500,000
TOTAL			\$500,000	TOTAL			\$500,000

Explanation:

On November 1, 2016 the County Administrator was authorized, by the Board of Benton County Commissioners, to transfer \$500,000 to Election Reserve Fund (0111-101) during the 2015-2016 Budget. The proposed transfer in 2017-2018 Biennium Budget will be reduced from \$1,247,257 to \$747,257.

Prepared by:

Date:

Approved:

Denied:

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p>Meeting Date: Next Available</p> <p>Subject: <u>Agreement #CHG-CAC-HEN-2016</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Benton Franklin Community Action</u> <u>Committee</u></p> <p>Prepared by: Deena Horton Admin Assist-DHS</p> <p>Reviewed by: Kyle Sullivan, Administrator-DHS</p>	<p>Execute Amendment <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>		<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>

BACKGROUND INFORMATION

Benton Franklin Community Action Committee (CAC) currently contracts with Benton and Franklin Counties Department of Human Services approved by the Benton County Commissioners, Resolution No. 2016 132 and the Franklin County Commissioners, Resolution No. 2016 061, for the purpose of operating the Housing and Essential Needs (HEN) Program through the Consolidated Homeless Grant (CHG). The First Amendment was approved by the Benton County Commissioners, Resolution No. 2016 519 and the Franklin County Commissioners, Resolution No. 2016 248.

The purpose of this Second Amendment is to redistribute money within the \$347,283.00 budget from rent and housing costs to operations. All other provisions set forth in the underlying Agreement remain in full force and effect until June 30, 2017.

COORDINATION

Franklin County Prosecuting Attorney's Office
Kyle Sullivan, DHS
Jennifer Chapa, DHS

SUMMARY

Award: \$347,283
Period: July 1, 2016 through June 30, 2017
Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a Consideration amount of \$347,283.

MOTION

To approve signing this Second Amendment for Agreement #CHG-CAC-HEN-2016, between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.



Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND
FRANKLIN COUNTY, WASHINGTON

**APPROVING THE SECOND AMENDMENT TO AGREEMENT NUMBER: CHG-CAC-HEN-
2016 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN
SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE**

WHEREAS, Benton Franklin Community Action Committee (CAC) currently contracts with Benton and Franklin Counties Department of Human Services approved by the Benton County Commissioners, Resolution No. 2016 132 and the Franklin County Commissioners, Resolution No. 2016 061, for the purpose of operating the Housing and Essential Needs (HEN) Program through the Consolidated Homeless Grant (CHG); and

WHEREAS, The First Amendment between Benton Franklin Community Action Committee (CAC) and Franklin Counties Department of Human Services approved by the Benton County Commissioners, Resolution No. 2016 519 and the Franklin County Commissioners, Resolution No. 2016 248, for the purpose of providing a new Agreement amount of \$347,283; and

WHEREAS, the purpose of this Second Amendment is to redistribute money within the \$347,283.00 budget from rent and housing costs to operations;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners and Franklin County Commissioners hereby accept the proposed Second Amendment; and

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and hereby are, authorized to sign, on behalf of their respective county, Agreement Number: CHG-CAC-HEN-2016, Second Amendment, between Benton Franklin Community Action Committee and Benton and Franklin Human Services, to redistribute money within the \$347,283.00 budget from rent and housing costs to operations; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on date of execution and ends on June 30, 2017.

Dated this.....day of, 2016

Dated this.....day of, 2016

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Second Amendment to
Agreement #CHG-CAC-HEN-2016**

This First Amendment (also hereinafter referred to herein as "Grant") is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES") and **Benton Franklin Community Action Committee**, dba Community Action Connections (CAC), a nonprofit social service organization, with its principal offices at 720 W. Court St., Pasco, WA 99301 (hereinafter "Grantee").

Counties Contact Information:
 Kyle Sullivan, Administrator
 Department of Human Services
 7102 W. Okanogan Place, Suite 201
 Kennewick, WA 99336
 Phone: 509.783.5284 / Fax 509.783.5981
 E-Mail: kyle.sullivan@co.benton.wa.us

Grantee Contact Information:
 Judith Gidley, Executive Director
 Benton Franklin Community Action Committee
 720 W. Court Street
 Pasco, WA 99301
 Phone: 509.545.4042
 E-Mail: jgidley@bfcac.org

Amendment Start Date January 1, 2016
 Amendment End Date (unless terminated sooner as set forth herein this Agreement) June 30, 2017
 The Grantee shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration \$347,283.00

Attachments incorporated into this Second Amendment:
 Attachment A- Budget

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

For the Grantee:

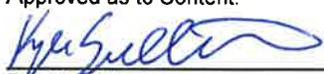
 _____ Title: Executive Director Date 10/19/16

For Benton County:

 Benton County Commissioners Date _____ Attest: Clerk of the Board

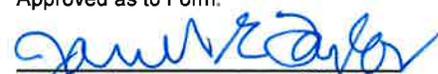
For Franklin County:

 Franklin County Commissioners Date _____ Attest: Clerk of the Board

Approved as to Content:

 Department of Human Services

Approved as to Form:

 Benton County Prosecutor's Office

Approved as to Form:

 Franklin County Prosecutor's Office

PURPOSE

The purpose of this Second Amendment is to redistribute money within the \$347,283.00 budget from rent and housing costs to operations.

All other provisions set forth in the underlying Agreement remain in full force and effect until June 30, 2017.

HEN

MAXIMUM BUDGET ALLOCATIONS

January 1, 2016-June 30, 2017

Cost Reimbursement: **COMMUNITY ACTION COMMITTEE**

Type of Service	Funding Period 07/01/2016-06/30/2017
Rent and Housing Costs	\$274,753.00
Operations	\$56,000.00
Administration – limited to 5% of total reimbursed costs only	Maximum of \$16,530.00
TOTAL	\$347,283.00

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	November 8, 2016	Execute Contract	___
Subject:	Authorize purchase Cisco FirePower URL Filter	Pass Resolution	<u>X</u>
		Pass Ordinance	___
By:	Teri L. Holmes	Pass Motion	___
Reviewed By:	Loretta SmithKelty	Other	___
		Consent Agenda	<u>X</u>
		Public Hearing	___
		1st Discussion	___
		2nd Discussion	___
		Other	___

BACKGROUND INFORMATION

Network security a priority for Information Technology. Several years ago we purchased iBoss from Phantom Technologies for our internet filtering needs. It has served us well. With the addition of a 2nd internet drop at the Courthouse and the updating of our Network Security Appliances, Cisco recommended FirePower. Cisco’s FirePower is a Leaders Quadrant recommendation as the industry standard. We do not want to enable FirePower at the Courthouse and continue to use iBoss at the Justice Center. Two different technologies with two different philosophies in intranet filtering. In this case, a sole solution in two locations is highly desirable.

SUMMARY

A quote was requested from our Cisco Preferred Partner, a Washington State Contract (T10-MST-296) vendor and member of National Association of State Procurement Officials (WSCA/NASPO), Cerium Networks. A quote for an additional Cisco FirePower appliances, licenses and extended warranty was received and reviewed for fit and function by the Information Technology.

RECOMMENDATION

Information Technology recommends the Board of Benton County Commissioners approve the purchase of two ASA 5545X appliances, FirePower licenses, and warranty support for the Justice Center Data Centers utilizing Washington State and NASPO T10-MST-296 contract from Cerium Networks, Spokane, WA in an amount not to exceed \$10,685.00 excluding Washington State Sales Tax.

FISCAL IMPACT

None, funds are available in the 2015-2016 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING CISCO WEB SECURITY APPLIANCES, FIREPOWER LICENSES, FIREPOWER SUBSCRIPTION AND INSTALLATION ASSISTANCE FOR THE JUSTICE CENTER DATA CENTER FROM CERIUM NETWORKS, SPOKANE, WA.

WHEREAS, it is highly desirable for both the Courthouse and Justice Center Internet connections to utilize the same Uniform Resource Locator (URL) filtering technology; and

WHEREAS, the Cisco FirePOWER provides an industry standard solution used by many of our colleagues; and

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

WHEREAS, Cerium networks is the authorized Cisco reseller on the Washington State Contract (T10-MST-296 06112) and NASPO ValuePoint we purchased the current FirePOWER appliance and license; and

WHEREAS, Information Technology solicited and received a quote from Cerium Networks for Cisco Web Security appliances, FirePower licenses, FirePower subscription and Professional Installation specifically for the Justice Center Data Center; and

WHEREAS, after reviewing, Information Technology recommends purchasing the Cisco Web Security appliances, FirePower licenses, FirePower subscription and Professional Installation services from Cerium Networks as the most advantageous to the county with price and other factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes Information Technology to purchase from Cerium Networks the Cisco Web Security appliances, FirePower licenses, FirePower subscription and Professional Installation services in an amount not to exceed \$10,685.00 excluding Washington State Sales Tax for Justice Center Data Center.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

of Benton County, Washington.

Original: Central Services
Copies: Auditor

T Holmes



Cerium Networks
1636 West 1st Avenue
Spokane, WA 99201
 800-217-0933
csc@ceriumnetworks.com

PURCHASE AGREEMENT

Project # CERQ66182
Date 02/22/16
Sales Rep. Todd Jones

tjones@ceriumnetworks.com

Sold To:

Benton County - HQ
 Robert Heard
 620 Market Street
 Prosser, WA 99350

Ship To:

Benton County - HQ
 Robert Heard
 620 Market Street
 Prosser, WA 99350

Kennewick Location:

320 N Johnson St # 250
 Kennewick, WA 99336-2984
 509-734-6675

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1	2	ASA 5545X CX AVC and Web Security Essentials 1Year (eDel)	\$4,615.00	\$9,230.00
2	1	Cisco ASA5516 FirePOWER URL Filtering Service License	\$0.00	\$0.00
3	1	Cisco ASA5516 FirePOWER URL Filtering 1YR Subscription	\$975.00	\$975.00
4	3	Cerium Networks Professional Services - Installation & Configuration	\$160.00	\$480.00
Applicable taxes and/or freight & handling to be billed upon final invoicing			Subtotal	\$10,685.00

See Attached Signature Page

PAYMENT TERMS: 50 % Down, Net 30

Your signature acknowledges that you have read, understood and agree to Cerium's Terms and Conditions attached to this agreement and these Terms and Conditions apply to this order and any subsequent orders accepted by Cerium Networks. Your signature acknowledges authorization for Cerium Networks to request credit information from any credit reporting agency or source. Pricing on this agreement is valid for 30 days unless otherwise agreed to in writing.

Benton County - HQ

Authorized Signature

Cerium Networks

Authorized Signature

Printed Name:

Title:

Date:

Printed Name: W. Junkermier

Title: Vice President, Finance

Date:

h. Purchase of Laptop from PCS Mobile for Sheriff's Mobile Command Center

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	November 8, 2016	Execute Contract	___
Subject:	Authorize purchase of a GETAC V110 Laptop-Emerg.Command Center	Pass Resolution	<u>X</u>
By:	Teri L. Holmes	Pass Ordinance	___
Reviewed By:		Pass Motion	___
		Other	___
		Consent Agenda	<u>X</u>
		Public Hearing	___
		1st Discussion	___
		2nd Discussion	___
		Other	___

BACKGROUND INFORMATION

Commander Law of Sheriff's Custody has requested a GETAC V110 Ruggedized Laptop. The laptop will primarily be used for emergency command center situations. Purchase has been approved by Undersheriff Hatcher. Sheriff's department has funding available in the 2015-2016 biennium budget for this purchase.

SUMMARY

Benton County Information Technology recommends purchasing the GETAC V110 Rugged Laptop including webcam, windows 10, 8GB Ram 128GB Solid State Drive, RFID option, 3 year Warranty.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the purchase the GETAC V110 Rugged Laptop from PCS Mobile in an amount not to exceed \$3627.00 excluding Washington State Sales Tax.

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A GETAC V110 RUGGED LAPTOP FOR USE BY SHERIFFS CUSTODY DEPARTMENT AS MOBILE COMMAND CENTER.

WHEREAS, Benton County Patrol currently utilizes GETAC rugged mobile workstations; and

WHEREAS, The Benton County Sheriff Custody has requested a GETAC V110 ruggedized laptop for emergency mobile command scenarios; and

WHEREAS, Section 2.6 of the Computer Replacement policy requires all new computer equipment receive approval by the Board of Benton County Commissioners before purchasing; and

WHEREAS, Information Technology requested a quote from PCS Mobile, Denver CO., utilizing Washington State Contract pricing and recommends the purchase; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of a GETAC V110 rugged laptop from PCS Mobile, Denver CO., for use by the Benton County Sheriff Custody department in an amount not to exceed \$3627.00 excluding Washington State Sales Tax

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



Quote #102016A

1200 W. Mississippi Ave • Denver, CO 80223
 Phone: 888-836-7841 • Fax: 303-346-4274

Quote Date: 10/20/16
 Expiration Date 11/26/16

Customer:
 Benton County
 7122 W. Okanogan Pl
 Kennewick, WA 99326

Created By:
 Amy Hale
 CSR
 888-219-8699 ph
 940-683-4314 fax

Requested by: Teri Holmes

Customer # BEN002		Contract # WA08313		
Model#	Description	Cost/Each	Qty	Extended
VE41ZCKAGHBS	V110 G3 Extreme GUSA - Intel Core i7-6500U Processor, 11.6" With Webcam, Microsoft Windows 10 Professional x64 with default RAM 8GB, 128GB SSD, Sunlight Readable (LCD + Touch Screen w/z Hard Tip stylus), Multi language+US KBD+US Power cord, Membrane Backlit KBD and Rear Camera, Wifi+BT+GPS+Gobi+Passthrough, Hard Handle (V110), RFID option, Dual batteries, TPM 2.0, Low Temp -21 °C, IP65, 3 Year Warranty, priority care, self maintainer (where applicable)	\$3,627.00	1	\$3,627.00
VE21ZCKAGHBS	V110 G3 Premium GUSA - Intel Core i5-6200U Processor, 11.6" With Webcam, Microsoft Windows 10 Professional x64 with default RAM 8GB, 128GB SSD, Sunlight Readable (LCD + Touch Screen w/z Hard Tip stylus), Multi language+US KBD+US Power cord, Membrane Backlit KBD and Rear Camera, Wifi+BT+GPS+Gobi+Passthrough, Hard Handle (V110), RFID option, Dual batteries, TPM 2.0, Low Temp -21 °C, IP65, 3 Year Warranty, priority care, self maintainer (where applicable)	\$3,519.00		
			Total	\$3,627.00

Terms Net 30

Portable Computer Systems, Inc., dba: PCS Mobile
 Standard Reseller: Terms and Conditions

1. Contract Terms. These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.

2. Payment. Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability

to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.

3. Shipment. Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.

4. Acceptance of Products; Returns. All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.

5. Warranties. PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.

6. Limitation on Liability. In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.

7. Force Majeure. PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.

8. Miscellaneous. This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 138

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by: J. Bowe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept

TRANSFER TO: Dept

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.235	4103	Professional Services	\$3,389	527.235	1911	Temporary Help	\$2,600
					2102	Social Security	\$199
					2104	Retirement	\$590
TOTAL			\$3,389	TOTAL			\$3,389

Explanation:

Under the Selective Agressive Probation program (SAP), JJC budgeted dollars under Professional Services for a part time CSEC advisor, the position is currently filled with part-time temporary help until a contract provider can be identified.

Prepared by:

Date:

Approved Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 08 Nov 2016 Subject: RMSF Well Drilling Memo Date: 31 Oct 2016 Prepared By: AJF Reviewed By: Shyanne F.	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

Parks Department staff has proposed a contract with Nelson Drilling of Pasco for the drilling of a new replacement groundwater well at the Rattlesnake Mountain Shooting Facility (the "Range").

BACKGROUND & DESCRIPTION

The main well at the Range is failing. It is both too shallow, and the sides are collapsing because it was not cased very deeply. The Park Board wants to assist the Tri-Cities Shooting Association in replacing the well, as TCSA has been a very good tenant and has made over \$1 million in improvements at the Range over the years.

The new well will be in the same location (same vicinity, not the precise spot). It will be deeper, wider, and fully cased. The old well will be capped and decommissioned.

As the resolution details, staff is *not* recommending the lowest bid be taken for this project. A lower quote was presented to TCSA (not the County directly), and staff's attempts to follow-up with that bidder were unsuccessful for several weeks. Because of the inability to contact the respondent (Five Star Drilling), and because of questions about the very low number that was presented, staff decided to go with the second respondent (Nelson Drilling), with whom the County has done business in the recent past. Staff has reviewed this decision with the Prosecutor.

Benton County will carry the contract and pay for the project from the Park Development Fund.

The Prosecutor has reviewed the contract for form, Personnel has reviewed the insurance. The contractor has signed the contract.

The contractor is ready to mobilize and the work shall be completed by December 31, 2016.

FISCAL IMPACT

The contract's not-to-exceed limit is \$25,000, to be paid from the Park Development Fund.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PUBLIC WORKS CONTRACT WITH NELSON DRILLING, LLC
FOR DRILLING OF A WELL AT THE RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, Benton County manages the Rattlesnake Mountain Shooting Facility (“Facility”) as a recreational venue within its parks system, and the Tri-Cities Shooting Association (“TCSA”), a Richland-based non-profit organization, operates the Facility on behalf of the County under the terms of a Concessionaire Agreement; and,

WHEREAS, TCSA is responsible for all maintenance and upkeep of the Facility, including all capital improvements, but on occasion the Benton County Parks Department elects to partner with TCSA on certain projects where the staff, Park Board, and Board of Commissioners determine that such projects are in the mutual interest of all parties, especially if the projects are of a larger cost scale, and recent examples of such partnerships were the construction of new restrooms and emplacement of a new flag garden at the main entrance to the Facility; and,

WHEREAS, TCSA remains an excellent partner for the County, in good standing and in full compliance with their Concessionaire Agreement; and,

WHEREAS, the Facility’s primary water supply comes from an aging well that was drilled relatively shallow and perhaps not to the highest standards, and this existing well is beginning to fail: and,

WHEREAS, TCSA and the Parks Department agree that replacement of the existing well with a new, deeper, wider well, constructed to current industry standards, is in the best long-term interest for the parties and for the investments made at the Facility over the past three decades; and,

WHEREAS, proposals were sought from four potential contractors for the drilling of the new well, but only two estimates were received:

Nelson Drilling, LLC	Pasco WA	\$ 22,401.50
Five Star Drilling	Dayton WA	\$ 8,669.42

WHEREAS, County staff made multiple efforts by telephone to reach Five Star Drilling at the number provide on their estimate, and also sought email or internet contact channels but could find none; and,

WHEREAS, County staff also had questions about the amount of the Five Star Drilling estimate, as it seemed particularly low, especially since the operator would have to mobilize from Dayton; and,

WHEREAS, County staff is familiar with the work of Nelson Drilling, having previously contracted with this company for the well drilled in 2014 at Higgins Field in Horn Rapids Park, and knows of this contractor’s ability to deliver on services at the quoted price; and,

WHEREAS, County staff recommended that in this case the County *not* take the lower quoting respondent, due to the inability to contact the respondent, questions about the quote, and comfort level with the second respondent who had the higher quoted cost: **NOW THEREFORE**,

BE IT RESOLVED, by the Benton County Board of Commissioners that the Chairman of the Board is hereby authorized to sign a public works contract with Nelson Drilling, LLC of Pasco, Washington for the drilling of a new groundwater well at the Rattlesnake Mountain Shooting Facility, and for the capping of the old well that the new well is replacing. The amount of the contract is not to exceed \$25,000.00, which shall be paid from the Park Development Fund. The contractor shall have until December 31, 2016 to complete the contract work unless the contract is amended.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **NELSON DRILLING, LLC**, a limited liability corporation organized under the laws of the State of Washington, with its principal offices at 600 West Vineyard Drive, Pasco, Washington 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Contractor Estimate; and
- b. Exhibit B - Washington State Prevailing Wage Rates for Journey Level Well Drillers and Irrigation Pump Installers in Benton County (October 17, 2016).

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on December 31, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to drill a new water well to replace an existing, failing water well at the Rattlesnake Mountain Shooting Facility, located at 90908 N. SR 225, Benton City, WA 99320, in accordance with CONTRACTOR's estimate attached hereto as Exhibit A and incorporated herein by reference. Following completion of the new well, the CONTRACTOR will decommission the existing well. Work performed by the CONTRACTOR shall include drilling of one (1) new well, sealing the existing well, and submitting appropriate documentation such as a Notice of Intent and Well Log to the Washington State Department of Ecology. In the event that the requested

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

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:
Josh Burns
600 West Vineyard Drive
Pasco, WA 99301
(509) 547-3018
nelsondrilling3018@yahoo.com

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

5. COMPENSATION

- a. The CONTRACTOR shall be paid for performing water well drilling and sealing services in accordance with Section 3 of this Contract and Exhibit A. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- c. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages and one Affidavit of Wages Paid.

6. INVOICING

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

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

PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) five percent (5%) as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of RCW Chapter 60.28. Within ten (10) days following the execution of this Contract, CONTRACTOR shall submit written notice stating its election of the method of holding of moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.011(4)(a)-(c).

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents

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

- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or

subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. **INSURANCE**

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

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

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

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

CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

d. **Other Insurance Provisions:**

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

professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior

notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE BOND

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of

this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

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

of the next working day.

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act.

COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. SURVIVABILITY

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

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and 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.

- This section was intentionally left blank -

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

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

Date: _____

Date: 10-31-16

BENTON COUNTY

NELSON DRILLING, LLC

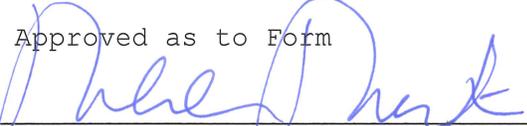
Chairman
Benton County Commissioner



Signature

Owner
Title:

Josh Burns
PRINTED NAME

Approved as to Form


Civil Deputy Prosecuting Attorney

Nelson Drilling LLC

600 W. Vineyard Drive
Pasco, WA 99301

Estimate

Date	Estimate #
10/19/2016	2133

Name / Address
Benton County John Hauptmann 308-9230 Rattle Snake Mountain Shooting Facility 90908 N. SR 225

			Project
Description	Qty	Rate	Total
8 Inch Drilling with 6 inch Steel or PVC Liner	260	75.00	19,500.00T
12 Inch Surface Seal	1	1,000.00	1,000.00T
Notice of Intent to Ecology	1	200.00	200.00
		Subtotal	\$20,700.00
		Sales Tax (8.3%)	\$1,701.50
		Total	\$22,401.50

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 10/17/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$11.15		<u>1</u>	
Benton	Well Drillers & Irrigation Pump Installers	Oiler	\$9.47		<u>1</u>	
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
WORKMEN'S COMPENSATION FUND NUMBER 0503101, DEPARTMENT
NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

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
517.670	1577	Safety and Training Coordinator	\$400	517.670	2103	Medical Insurance	\$400
TOTAL			\$400	TOTAL			\$400

Explanation:

An increase is needed for medical insurance due to an increased county contribution.

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 0000101, DEPARTMENT NUMBER 127.

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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.100	1732	Personnel/Risk Manager	\$7,700	518.100	1736	Personnel Assistant	\$3,500
				518.100	1737	Personnel Secretary	\$1,200
				518.100	2103	Medical Insurance	\$3,000
TOTAL			\$7,700	TOTAL			\$7,700

Explanation:

An increase is needed in salaries and benefits due to an increased COLA and county contribution.

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 0000101, DEPARTMENT NUMBER 114.

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

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
517.220	4150	Medical Reimbursements	\$9,000	517.220	2103	Medical Insurance	\$9,000
TOTAL			\$9,000	TOTAL			\$9,000

Explanation:

An increase is needed due to increase medical insurance rates

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 0000101, DEPARTMENT NUMBER 105.

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

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
521.100	4103	Professional Services	\$1,970	521.100	1202	Civil Service Secretary	\$1,150
				521.100	1202	FICA	\$50
				521.100	1203	Medical Insurance	\$580
				521.100	2104	Retirement	\$190
TOTAL			\$1,970	TOTAL			\$1,970

Explanation:

An increase is needed in salaries and benefits due to an increased COLA and county contribution.

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
INSURANCE MANAGEMENT FUND NUMBER 0504101, DEPARTMENT NUMBER
000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.610	1577	Safety/Training Coordinator	\$8,100	518.610	1543	Litigation/Risk Management Attorney	\$6,500
				518.610	2103	Medical Insurance	\$1,600
TOTAL			\$8,100	TOTAL			\$8,100

Explanation:

An increase is needed in salaries and benefits due to an increased COLA and county contribution.

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
PUBLIC SAFETY TAX (3/10 OF 1%) FUND NUMBER 0148101, DEPARTMENT
NUMBER 171

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

Prepared by: J. Bowe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept

TRANSFER TO: Dept

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	4103	Professional Services	\$1,700	527.100	1911	Temporary Help	\$1,700
TOTAL			\$1,700	TOTAL			\$1,700

Explanation:
 Under the Selective Agressive Probation program (SAP), JJC budgeted dollars under Professional Services for a part time CSEC advisor, position is filled with part-time temporary help until a contract provider can be identified.

Prepared by:

Date:

Approved Denied

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date: November 8, 2016 Subject: First Amendment to Personal Service Agreement between Benton County and Kiona-Benton City School District Prepared by: Shyanne Faulconer Reviewed by:</p>	<p>Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>

SUMMARY

Benton County would like to amend the service agreement with Kiona-Benton City School District for Kiona-Benton Crime Prevention Program under the Public Safety Tax, per Resolution 2016-567.

Kiona-Benton City School District will use continued funds to provide youth in Benton City area that are at risk of dropping out or have dropped out with services for mental/medical health, educational and vocational resources, and an advocate. The Kiona-Benton Crime Prevention Program “seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area.”

Services include continued funding of site coordinator and the cost of maintaining a parenting class.

BACKGROUND INFORMATION

For the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by the COUNTY in an amount not to exceed twenty six thousand eight hundred dollars (\$26,800).

For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty-four thousand, one hundred twenty-seven dollars and twenty cents (\$44,127.20) (2016 year base expenses of \$43,360 plus 2% increase).

For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount of thirty-three thousand six hundred eighty-two dollars and thirty-one cents (\$33,682.31) (75% of total 2017 year base expenses of \$44,127.20 plus 2% increase).

RECOMMENDATION

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

FISCAL IMPACT

Funding for the additional services as outlined in this amendment are provided by the Benton County Public Safety Tax. There is no impact on the current expense budget. All revenues and expenditures are from the Public Safety Tax Fund 0148-101.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT FOR KIONA-BENTON CRIME PREVENTION PROGRAM

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-567 dated July 19, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed twenty-six thousand, eight hundred dollars (\$26,800); and

WHEREAS, the attached first amendment is necessary to extend the duration of services provided by the CONTRACTOR through 2018; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment extending the Contract time through December 31, 2018 and increasing the Contract amount not to exceed a total 2016-2018 contract amount of one hundred four thousand six hundred nine dollars and fifty-one cents (\$104,609.51); and

BE IT FURTHER RESOLVED the Board authorizes the Chairman of the Board to sign the first contract amendment attached hereto.

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

**FIRST AMENDMENT TO
PERSONAL SERVICES CONTRACT
BETWEEN**

BENTON COUNTY AND KIONA-BENTON CITY SCHOOL DISTRICT

This First Contract Amendment, made and entered into this _____ day of _____, 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **KIONA-BENTON CITY SCHOOL DISTRICT**, with its principal offices at 1105 Dale Ave., Benton City, WA 99320, (hereinafter "CONTRACTOR").

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-567 dated July 19, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed twenty-six thousand, eight hundred dollars (\$26,800).

WHEREAS, this First Amendment to the Contract is necessary to extend the duration of services provided by the CONTRACTOR through 2018; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below sections which are amended as follows:

- a) Section 1. **CONTRACT DOCUMENTS** - Exhibit C referenced in Section 1 is hereby deleted and replaced with the following document attached hereto:
 - i) Exhibit C, Kiona-Benton Crime Prevention Program Budget Worksheet.

- b) Section 2. **DURATION OF CONTRACT** - is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin August 1, 2016 and shall expire on December 31, 2018. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

- c) Section 5a. **COMPENSATION** - is hereby deleted and replaced in its entirety with the following:

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

- a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Kiona-Benton Crime Prevention Program Budget Worksheet" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by the COUNTY in an amount not to exceed twenty six thousand eight hundred dollars (\$26,800). For the time period of January 1, 2017, through December 31, 2017, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed forty-four thousand, one hundred twenty-seven dollars and twenty cents (\$44,127.20). For the time period of January 1, 2018 through December 31, 2018, CONTRACTOR shall be compensated in the amount of thirty-three thousand six hundred eighty-two dollars and thirty-one cents (\$33,682.31). Total compensation by COUNTY to CONTRACTOR under this Contract shall not exceed one hundred four thousand six hundred nine dollars and fifty-one cents (\$104,609.51).

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

Dated: _____

**Benton County Board of
Commissioners**

Chairman

Dated: 10-31-16

**Kiona-Benton City School
District**

Signature

Assistant Superintendent
Title

Joe Lloyd
Printed Name

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting
Attorney

EXHIBIT C: Kiona-Benton Crime Prevention Program Budget Worksheet

August 2016 -
December 2018

PERSONNEL EXPENSES	2016	2017	2018	Total
Salaries & Wages	12,000.00	27,948.00	28,506.96	68,454.96
Benefits	4,800.00	11,179.20	11,402.78	27,381.98
Percentage Funded	100%	100%	75%	-
Personnel Total	16,800.00	39,127.20	29,932.31	85,859.51
OTHER EXPENSES	2016	2017	2018	Total
Parenting Class Services	5,000.00	5,000.00	5,000.00	15,000.00
Equipment & Supplies	5,000.00	-	-	5,000.00
Percentage Funded	100%	100%	75%	-
Other Expenses Total	10,000.00	5,000.00	3,750.00	18,750.00
TOTAL BUDGET	26,800.00	44,127.20	33,682.31	104,609.51

Benton County is requested to fund 100% of program budget for 2016 & 2017, 75% for 2018

The 2016 budget reflects a prorated budget for August-December (5 months) rather than a full year.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 8, 2016</u>	Execute Contract	<u> X </u>
Subject: <u>Contract w/Crown Paper & Janitorial Supply Company</u>	Pass Resolution	<u> X </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	<u> </u>
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u> X </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2016-692 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of paper and glove supplies for the Benton County Bureau of Corrections and Sheriff’s Patrol.

Per Resolution 2016-812 dated October 18, 2016, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsible bidder for the purchase of paper and glove supplies and required them to enter into a purchase agreement as further stipulated in the bid documents.

Attached is a purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a two-year agreement not to exceed \$150,000 including WSST, for paper and glove supplies for the Benton County Corrections and Patrol.

APPROVED AS TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the attached Resolution and Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company.

FISCAL IMPACT

Expenditures have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES TO CROWN PAPER & JANITORIAL SUPPLY COMPANY FOR THE BENTON COUNTY BUREAU OF CORRECTIONS AND SHERIFF'S PATROL.

WHEREAS, per Resolution 2016-692 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of paper and glove supplies for the Benton County Bureau of Corrections and Sheriff's Patrol; and

WHEREAS, per Resolution 2016-812 dated October 18, 2016, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsible bidder for the purchase of paper and glove supplies and required them to enter into a purchase agreement, as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Crown Paper & Janitorial Supply Company for the purchase of Paper and Glove Supplies for the Benton County Bureau of Corrections and Sheriff's Patrol; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount not to exceed \$150,000.00 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2017 and shall continue until December 31, 2018.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement 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 **CROWN PAPER & JANITORIAL SUPPLY COMPANY**, 100 Avery Street, Walla Walla, WA 99362, (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Paper and Glove Supplies CB 16-07*** in accordance with its bid dated September 23, 2016 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchasing the quantity of products provided in Exhibit A, but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for Paper and Glove Supplies CB 16-07, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **\$150,000.00**, including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the COUNTY not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336 between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For Vendor: Doug Hamilton, President
100 Avery Street
Walla Walla, WA 99362
Tel: 509-529-4561
Email: dhamilton@walterenelson.com

- b. For County: Lisa Small, Procurement/Contract Coordinator
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-735-6555 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2017 and shall continue until *December 31, 2018*.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor 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, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vendor from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vendor 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. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. **Automobile Liability:** The Vendor 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 Vendor 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor'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. Vendor'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 Vendor's insurance policies.

2. The Vendor'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 Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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 Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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 Vendor, 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 Vendor'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 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor 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.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

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

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement 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.

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. 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 Agreement Representatives Section of this Agreement. 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.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

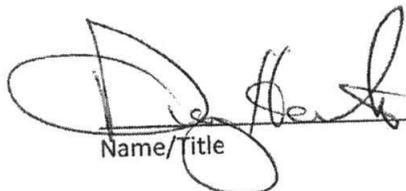
18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this 14 day of Oct 2016.

BENTON COUNTY

CROWN PAPER & JANITORIAL SUPPLY COMPANY

Shon Small, Chairman Date
Benton County Commissioner


Name/Title Date 10-19-16

Approved As To Form:

By: 
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Bureau of Corrections (Jail) and Patrol

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

~~9-23-16~~ ~~2016~~ 2016-492

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper & Janitorial Inc.

100 Avery St.

Walla Walla WA-99362

Phone 1800-358-3227 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Desired Packaging	Product Code / Item Number	"Estimated" Purchase Amount A	Cost per Desired Packaging B	Total "Approx." Purchase Amount A x B =
1	Toilet tissue	BW54000 Ecosoft Bath Tissue 2Ply 96RLS/500/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	BW540	1,650	\$ 29.45 ⁰⁰ / _{CS}	\$ 48,592.50
2	Paper towels, multi fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	BW48300	40	\$ 18.44 ⁰⁰ / _{CS}	\$ 737.60
3	Nitrile gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	NITRILE Blue/size	400	\$ 47.50 ⁰⁰ / _{CS}	\$ 19,000.00
4	White roll paper towels	8 inch X 800 feet; large core; 6 rolls/case	Case	BW45700	150	\$ 23.72 ⁰⁰ / _{CS}	\$ 3,558.00
5	Trash bags 33 gal	clear; 250/roll; 25 rolls/case	Case	XW334016CR	96	\$ 20.00 ⁰⁰ / _{CS}	\$ 1,920.00
6	Trash bags 12-16 gal	clear; 1000/roll; 20 rolls/case	Case	XW243308CR	20	\$ 21.68 ⁰⁰ / _{CS}	\$ 433.60
7	2 mil poly tubing	clear; 12 in x 3,000 ft	Roll	KTI-12000	10	\$ 81.28 ⁰⁰	\$ 812.80

\$ 75,054.50

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 75,054.⁰⁰

LUMP SUM (excluding sales tax), in words seventy five thousand ~~sixty~~ five dollars and ~~no~~ cents

SUBMITTED ON Sept 23, 2016

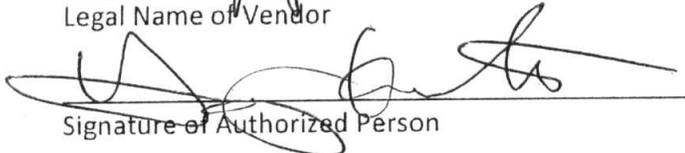
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery St.
(STREET)

Walla Walla WA 99362
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper and Janitorial Inc.
Legal Name of Vendor


Signature of Authorized Person

President
Title

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 8, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>Contract w/Crown Paper & Janitorial Supply Company</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

Per Resolution 2016-690 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of jail chemicals and janitorial supplies for the Benton County Bureau of Corrections.

Per Resolution 2016-813 dated October 18, 2016, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the sole bidder for the purchase of jail chemicals and janitorial supplies for the Benton County Bureau of Corrections and required them to enter into a purchase agreement as further stipulated in the bid documents.

Attached is a purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a two-year agreement that shall commence upon signature of both parties not to exceed \$175,000 including WSST, for jail chemicals and janitorial supplies for the Benton County Bureau of Corrections.

Per Resolution 2016-389, the Board entered into a contract with Crown Paper & Janitorial Supply Company for the purchase of jail chemicals and janitorial supplies for a contract up to \$25,000 or until December 31, 2016, whichever came first. The attached Agreement shall commence upon signature of both parties and shall terminate December 31, 2018. Resolution 2016-389 shall be rescinded and the agreement shall be terminated this day forward.

APPROVED AS TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the attached Resolution and Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company.

FISCAL IMPACT

Expenditures have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PURCHASE OF JAIL CHEMICALS AND JANITORIAL SUPPLIES TO CROWN PAPER & JANITORIAL SUPPLY COMPANY FOR THE BENTON COUNTY BUREAU OF CORRECTIONS; RESCINDING RESOLUTION 2016-389

WHEREAS, per Resolution 2016-690 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of jail chemicals and janitorial supplies for the Benton County Bureau of Corrections; and

WHEREAS, per Resolution 2016-813 dated October 18, 2016, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the sole bidder for the purchase of jail chemicals and janitorial supplies and required them to enter into a purchase agreement, as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Crown Paper & Janitorial Supply Company for the purchase of jail chemicals and janitorial supplies for the Benton County Bureau of Corrections; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount not to exceed \$175,000.00 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence upon signature of both parties and shall continue until December 31, 2018; and

BE IT FURTHER RESOLVED, the purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for the purchase of chemical and janitorial supplies as per Resolution 2016-389 shall hereby be rescinded and the agreement shall be terminated from this day forth.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement 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 **CROWN PAPER & JANITORIAL SUPPLY COMPANY**, 100 Avery Street, Walla Walla, WA 99362, (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Jail Chemical and Janitorial Supplies CB 16-08*** in accordance with its bid dated September 23, 2016 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County. The Vendor shall provide all necessary equipment for the dispensing of all laundry chemicals and shall repair and maintain said equipment at no additional cost to the County. Vendor is required to respond to all service calls for the repairs or maintenance on said equipment within 36 hours of initial notification by the County.
2. The Vendor's bid for ***Jail Chemical and Janitorial Supplies CB 16-08***, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **\$175,000**, including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

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

a. For Vendor: Doug Hamilton, President
100 Avery Street
Walla Walla, WA 99362
Tel: 509-529-4561
Email: dhamilton@walterenelson.com

b. For County: Lisa Small
7122 W. Okanogan Place Bldg. B
Kennewick, WA 99336
(509) 735-6555 ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence upon signature of both parties and shall continue until December 31, 2018.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor 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, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender 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. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. **Automobile Liability:** The Vendor 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 Vendor 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor'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. Vendor'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 Vendor's insurance policies.

2. The Vendor'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 Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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 Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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 Vendor, 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 Vendor'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 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor 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.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

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

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement 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.

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. 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 Agreement Representatives Section of this Agreement. 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.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

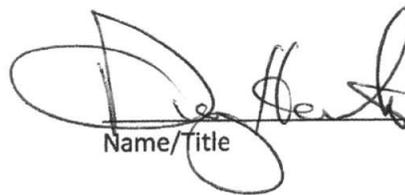
18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19 day of Oct 2016.

BENTON COUNTY

CROWN PAPER & JANITORIAL SUPPLY COMPANY

Shon Small, Chairman Date
Benton County Commissioner


Name/Title Date 10-19-16

Approved As To Form:

By: 
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper & Sanitorial Inc
100 Avery St.
Walla Walla WA 99362

Phone 509-529-4561 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	Crystal Clean	FCC-55	18%	4oz	20	\$710.48 or	\$14,209.60
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum	20 p/sab All Brite	20 p/sab 55	34%	3oz	20	\$361.63	\$7232.60
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	Crystal Clean	FCC-5	18%	1/2oz	10	\$76.11	\$761.10
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	All Brite	20 WNA B5	34%	1/2oz	10	\$69.23	\$692.30
Subtotal for Laundry Chemical										\$22,895.60

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	\$103.80	\$4152.00
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 Pk/125/CS	Stearns	ST-690	40	\$144.76	\$5790.40
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	\$33.40	\$2,338.00
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	\$2.40	\$48.00
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	\$2.40	\$48.00

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	\$1.50	\$30.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	\$1.50	\$30.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	Walter Nelson SPECIFIC	FC Spec-5	20	\$64.03	\$1,280.60
13	Floor Stripper <i>Cold water stripper</i>	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	Walter Nelson Implosion	FC Implosion	20	\$48.35	\$967.00
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case 4x1Gal/Case <i>12/9/02</i>	Walter Nelson mist & shine	FC MSQ	20	\$59.04	\$1,180.80
15	Hand Soap Dispensers	<i>3002</i> Foamy Dispensers - Black <i>gray Bulk Foam Disp</i>	each	Impact 9336	Im9336	12	\$16.78	\$201.36
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	Walter Nelson FC Foamy	FC Foamy	40	\$48.08	\$1,923.20
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	Americo AM17WH	AM17WH	10	\$13.79	\$137.90
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	Americo AM17RD	AM17RD	10	\$13.79	\$137.90
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	Americo AM17RD	AM17RD	10	\$13.79	\$137.90

First 20 AT/N/C
First 20 AT/N/C
After that 1.50 each

5/6
1,923.20

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	Americo	ANDOWT	10	\$17.92 _{CS}	\$179.20
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 21.6 FL oz. 34.2oz Bottle	each	Dawn	91695CT	200	\$5.62 _{EA}	\$1,124
22	Scouring Powder	28 oz. Cleanser (12 per case) AJAX 21oz	Case 24/Case	AJAX	CPL14278	20	\$27.88 _{CS}	\$557.60
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19in - Width 16in - 12/Dozen	Dozen 12/Dozen	Bar Towel Green STRIP	Bar Towel Green Strip	20	\$5.93 _{DOZ}	\$118.60
Subtotal for Janitorial Supplies								\$20,382.26

S/B - 20,382.46
Total - \$43,278.06

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$

Laundry & Janitorial supplies 43,278.20 (#43,278.06) ^{as corrected}

LUMP SUM (excluding sales tax), in words forty three thousand two hundred seventy eight and 20/100

SUBMITTED ON 9-23-16, 2016

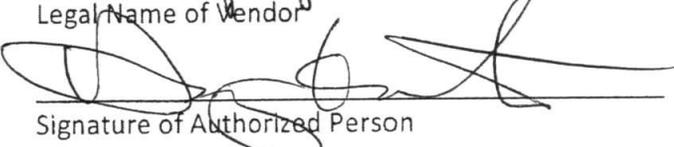
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery St.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper and Janitorial Inc.
Legal Name of Vendor


Signature of Authorized Person

President
Title

t. Agreement w/Bob Barker
Co for Inmate Supplies

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 8, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>Contract w/Bob Barker Company, Inc.</u>	Pass Resolution	<u>X</u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: Ryan Lukson	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2016-693, the Benton County Sheriff's Office solicited bids for the procurement of inmate supplies for the Bureau of Corrections.

Per Resolution 2016-814, the Board deemed Bob Barker Company, Inc. to be the lowest responsible bidder for the purchase of inmate supplies and required them to enter into a purchase agreement as further stipulated in the bid documents.

Attached is a purchase agreement between Benton County and Bob Barker Company, Inc. for a two-year agreement not to exceed \$90,000 for inmate supplies for the Benton County Bureau of Corrections.

APPROVED AS TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the attached purchase agreement between Benton County and Bob Barker Company, Inc.

FISCAL IMPACT

Expenditures have been included in the 2017/18 budget.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PURCHASE OF INMATE SUPPLIES TO BOB BARKER COMPANY, INC. FOR THE BENTON COUNTY BUREAU OF CORRECTIONS

WHEREAS, per Resolution 2016-693, the Board of Benton County Commissioners solicited bids for the procurement of inmate supplies for the Benton County Bureau of Corrections; and

WHEREAS, per Resolution 2016-814, the Board of Commissioners deemed Bob Barker Company, Inc. to be the lowest responsible bidder for the purchase of inmate supplies and required them to enter into a purchase agreement as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Bob Barker Company, Inc. for the purchase of Inmate Supplies for the Benton County Bureau of Corrections; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Bob Barker Company, Inc.; and

BE IT FURTHER RESOLVED, the two year contract amount shall not exceed \$90,000 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2017 and shall continue until December 31, 2018.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement 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 **BOB BARKER COMPANY, INC.**, a North Carolina Corporation, with its principal offices at 134 N. Main Street, Fuquay Varina, NC 27526 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Inmate Supplies CB 16-09*** in accordance with its bid dated October 4, 2016 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A, but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for ***Inmate Supplies CB 16-09***, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **\$90,000.00**, including WSST. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Vendor: Joe Hendrickson
134 N. Main Street
Fuquay Varina, NC 27526
800-322-7537
joehendrickson@bobbarker.com

b. For County: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-735-6555 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2017 and shall continue until **December 31, 2018**.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor 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, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor

pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender 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. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. Automobile Liability: The Vendor 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 Vendor 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor'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. Vendor'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 Vendor's insurance policies.

2. The Vendor'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 Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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 Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

d. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the Vendor, 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 Vendor'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 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor 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.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

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

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement 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.

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. 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 Agreement Representatives Section of this Agreement. 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.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 2016.

BENTON COUNTY

BOB BARKER COMPANY, INC.

Shon Small, Chairman Date
Benton County Commissioner

Ryan Pretko, Contract Specialist 10/19/2016
Name/Title Date


Approved As To Form:

By: 

Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Inmate Supplies for the Benton County Bureau of Corrections (Jail)

THIS BID SUBMITTED TO: Benton County Bureau of Corrections
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

_____ N/A _____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:
- (a) Affidavit of Non-Collusion.
 - (b) Anti-Discrimination Certificate.
7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Bob Barber Company, Inc

134 N. main Street

Fuquay-Varine NC 27526

Phone 919 346-2172 Fax 800 322 7537

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Toenail clippers no file	all metal, no file	C12	TC12	720	\$.57	\$ 410.40
2	Fingernail clippers no file	all metal, no file, 2 inch length	C24	PT1	720	\$.285	205.20
3	Razor	Twin blade disposable fixed head	C600	RTB600	25,000	\$.056	1,400
4	Comb	5 inch, black plastic	C144	C-5	25,000	\$.022	550.00
5	Toothpaste	.6 oz, clear, clear plastic tubing	C144	M8306	25,000	\$.125	3,125.00
6	Toothbrush	3 7/8 inch, 25 tuft or better	C144	BBST25	25,000	\$.035	875.00
7	Resealable bag	4X6" clear, ziploc	C1000	XSZLSB	10,000	\$.026	260.00
8	Golf pencil	3" sharpened	C144	GP-1	20,000	\$.023	460.00
9	Feminine pads	adhesive, extra-long, panty protectors, individually wrapped	C288	SN288-C	15,000	\$.08	\$ 1200.00
10	Disposable Briefs	100% stretch nylon, latex free, unisex, multi-size	C400 C300-XL	1050 1070-XL	400	\$ 1.60 1.40	\$ 160.00
11	Bar soap	3.0 oz unwrapped, triple milled	C144	TU3	20,000	\$.24	4800.00
12	Bar soap	1.0 oz unwrapped, triple milled	C500	TU15	30,000	\$.113	3390.00
13	Inmate Uniform Shirt "BCC" screened on back	size: small - left breast pocket	EA	TRS-S	20	\$ 5.00	\$ 100.00
14	Inmate Uniform Shirt "BCC" screened on back	size: medium - left breast pocket	EA	TRS-M	20	\$ 5.00	\$ 100.00
15	Inmate Uniform Shirt "BCC" screened on back	size: large - left breast pocket	EA	TRS-L	20	\$ 5.00 ²²	\$ 100.00
16	Inmate Uniform Shirt "BCC" screened on back	size: 1x large - left breast pocket	EA	TRS-XL	20	\$ 5.00 ²²	\$ 100.00
17	Inmate Uniform Shirt "BCC" screened on back	size: 2x large - left breast pocket	EA	TRS-2XL	20	\$ 5.37	\$ 107.40

Exhibit A

9.

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	Inmate Uniform Shirt "BCC" screened on back	size: 3x large - left breast pocket	EA	TBS-3XL	20	\$ 5.37	\$ 107.40
19	Inmate Uniform Shirt "BCC" screened on back	size: 4x large - left breast pocket	EA	TBS-4XL	20	\$ 5.60	\$ 112.00
20	Inmate Uniform Shirt "BCC" screened on back	size: 5x large - left breast pocket	EA	TBS-5XL	20	\$ 5.60	\$ 112.00
21	Inmate Uniform Shirt "BCC" screened on back	size: 6x large - left breast pocket	EA	TBS-6XL	20	\$ 6.17	\$ 123.40
22	Inmate Uniform Pant "BCC" screened on one leg	size: small	EA	TPT-S	20	\$ 5.99	\$ 119.80
23	Inmate Uniform Pant "BCC" screened on one leg	size: medium	EA	TPT-M	20	\$ 6.15	\$ 123.00
24	Inmate Uniform Pant "BCC" screened on one leg	size: large	EA	TPT-L	20	\$ 6.55	\$ 131.00
25	Inmate Uniform Pant "BCC" screened on one leg	size: 1x large	EA	TPT-XL	20	\$ 6.55	\$ 131.00
26	Inmate Uniform Pant "BCC" screened on one leg	size: 2x large	EA	TPT-2XL	20	\$ 6.55	\$ 131.00
27	Inmate Uniform Pant "BCC" screened on one leg	size: 3x large	EA	TPT-3XL	20	\$ 6.55	\$ 131.00
28	Inmate Uniform Pant "BCC" screened on one leg	size: 4x large	EA	TPT-4XL	20	\$ 6.55	\$ 131.00
29	Inmate Uniform Pant "BCC" screened on one leg	size: 5x large	EA	TPT-5XL	20	\$ 6.55	\$ 131.00
30	Inmate Uniform Pant "BCC" screened on one leg	size: 6x large	EA	TPT-6XL	20	\$ 6.55	\$ 131.00
31	Mattress	Flame-Chek® Mattress 25" x 75" x 4"	EA	PJM25754	250	\$ 31.73	\$ 7932.50
32	Towels	White Bath Towel - Budget Grade, 5.0 lbs per dz 20" x 40"	D12	BT2040	1,000	\$.82	\$ 820.00

Exhibit A

9.

Exhibit A
Request for Bid - CB 14-08
Inmate Supplies

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
33	Blankets	The Cozy Blanket, flammability requirements, 66" x 90"	C15	CZ669064	400	\$ 4.80	\$ 1,920
34	Sandals	EVA Footwear - Orange	C12	EVA-OF-SIZE	100	5.00 2.80	\$ 500.00
35	Sandals	SEVA Sandals - Orange	pr	SEVA-OF-SIZE	100	\$ 2.17	\$ 217.00

Total Bid Proposal	\$15,065.29
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S/B 30,097.10
as corrected
10/10/16
[Signature]

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 15,065.29 (\$ 30,097.10 as corrected)

LUMP SUM (excluding sales tax), in words fifteen thousand sixty-five dollars and
twenty-nine cents

SUBMITTED ON 10/4, 2016

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

134 N. Main St.

(STREET)

Fogues-Varene

(CITY)

NC

(STATE)

27526

(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Bob Barker Company, Inc

Legal Name of Vendor



Signature of Authorized Person

Contract Specialist

Title

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 8, 2016</u>	Execute Contract	<u> X </u>
Subject: <u>Contract w/Galls 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

Per Resolution 2016-694 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of employee uniforms – class A and other related items for the Benton County Sheriff’s Office.

Per Resolution 2016-816 dated October 18, 2016, the Board of Commissioners deemed Galls, LLC to be the sole bidder for the purchase of employee uniforms – class A and other related items and required them to enter into a purchase agreement as further stipulated in the bid documents.

Attached is a purchase agreement between Benton County and Galls, LLC, also dba/Blumenthal Uniforms and Equipment Co., Inc. for a two-year agreement not to exceed \$95,000 including WSST, for employee uniforms – class A and other related items for the Benton County Sheriff’s Office.

APPROVED AS TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the attached Resolution and Purchase Agreement between Benton County and Galls, LLC.

FISCAL IMPACT

Expenditures have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PROCUREMENT OF EMPLOYEE UNIFORMS – CLASS A AND OTHER RELATED ITEMS TO GALLS, LLC FOR THE BENTON COUNTY SHERIFF’S OFFICE

WHEREAS, per Resolution 2016-694, the Board of Benton County Commissioners solicited bids for the procurement of employee uniforms – class A and other related items for the Benton County Sheriff’s Office; and

WHEREAS, per Resolution 2016-816, the Board of Commissioners deemed Galls, LLC, Lexington, KY to be the sole bidder for the purchase of employee uniforms – class A and other related items and required them to enter into a purchase agreement as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Galls, LLC, also dba Blumenthal Uniforms and Equipment Co., Inc. for the purchase of employee uniforms – Class A and other related items for the Benton County Sheriff’s Office; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Galls, LLC for a contract amount not to exceed \$95,000 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2017 and shall continue until December 31, 2018.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement 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 **GALLS, LLC**, with its principal offices at 1340 Russell Cave Road, Lexington, KY 40505 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for **Employee Uniforms – Class A and Other Related Items CB 16-11** in accordance with its bid dated October 3, 2016 to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for **Employee Uniforms – Class A and Other Related Items Supplies CB 16-11**, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed \$95,000.00 including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For Vendor: Kiley Lyons
1306 N. Howard
Spokane, WA 99201
800-777-3847
Lyons-Kiley@galls.com

- b. For County: Lisa Small, Procurement/Contract Coordinator
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-735-6555 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2017 and shall continue until **December 31, 2018**.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor 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, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor

pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vendor from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vendor 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. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. **Automobile Liability:** The Vendor 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 Vendor 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor'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. Vendor'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 Vendor's insurance policies.

2. The Vendor'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 Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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 Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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 Vendor, 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 Vendor'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 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor 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.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

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

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement 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.

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. 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 Agreement Representatives Section of this Agreement. 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.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

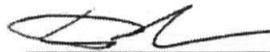
18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 2016.

BENTON COUNTY

GALLS, LLC

Shon Small, Chairman Date
Benton County Commissioner



David House Date
Senior Director of Sales

Approved As To Form:

By: 

Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms – Class A and other related items for the Benton County Sheriff's Office

THIS BID SUBMITTED TO: Benton County Commissioners Office
Attn: Lisa Small
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: _____ Addenda Number: _____
_____ N/A _____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Galls, LLC

17600 Fabrica Way

Cerritos, CA 90703

Phone 562-304-7354 Fax 562-252-0257

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Number	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Eisenhower "Ike" Style Jackets	Class A Uniform Ike Jacket	ea	JK147 BRGN CSTM	1	\$ 260.00 -	\$ 260.00
2	White Class A long sleeve shirts	Class A Uniform (Flying Cross, white)	ea	SH099 WHT	2	\$ 69.25 -	\$ 138.50
3	Class A Short Sleeve Shirts	Flying Cross #863R6697Z, Green & Taupe	ea	SG976 GRN	7	\$ 61.75 -	\$ 432.25
4	Class A Long Sleeve Shirts	Flying Cross #513W6697Z, Green & Taupe	ea	SG966 GRN	7	\$ 68.45 -	\$ 479.15
5	Class A Pants	Flying Cross #32213 Pink Tan 1" stripe	ea	TT924 PTAN	7	\$ 78.40 -	\$ 548.80
6	Class A Shoes	Low QRT Poromeric 831-6031	ea	FW515	7	\$ 65.35 -	\$ 457.45
7	Class A Shoes	Bates - Chukka style boot	ea	ZB306	1	\$ 136.80 -	\$ 136.80
8	Tie - Class A	Clip on in Taupe	ea	UE114 TAU	4	\$ 9.20 -	\$ 36.80
9	Name Tag	YDLE Black lettering, 5/8" 1 line name plate	ea	NT084	12	\$ 15.35 -	\$ 184.20
10	BCSO Collar Brass	4 letters/#'s pair, 3/8" silver or gold	ea	CB643	2	\$ 14.95 -	\$ 29.90
11	Collar Insignia	Blackinton Small Insignia's for Corporal, Sergeant, Lieutenant, Captain & 1,2,3 Stars	ea	CB025	4	\$ 16.90 -	\$ 67.60
12	Badges (Patrol)	2 1/2 Tall Smith & Warren badge #S259 Sil-Ray / Deputy Gol-Ray / Corporal, Sergeant, Lieutenant, Captain	ea	BC207 SR & GR	5	\$ 95.00 -	\$ 475.00
13	Badges (Corrections)	2 1/2 Tall Smith & Warren badge	ea	SZ0050	10	\$ 95.00 -	\$ 950.00
14	Metal Buttons w/toggles & washers	"S" domed, silver & gold (13 pack)	ea	UA587 + UN474 + ZT513	5	\$ 1.05 -	\$ 5.25
15	Pistol Qualification Pin	Silver or Gold; Marksman, Expert, & Master	ea	ZA2612 7025	1	\$ 20.30 -	\$ 20.30
16	Dress Belt	Black, shiny and with a gold buckle	ea	LP224	5	\$ 51.65 -	\$ 258.25
17	Holster (Class A)	Black Hawk Serpa CQC S&W M&P .40	ea	LP427	1	\$ 96.05 -	\$ 96.05
18	Ballistic Vest Survival Armor - Level II with carriers	Men's Survival Phoenix LT II	ea	BY681	10	\$ 668.75 -	\$ 6,687.50

Line Number	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
19	Ballistic Vest Survival Armor - Level II with carriers	Women's Survival Phoenix LT II	ea	BY681	3	\$ 668.75 -	\$ 2,006.25
20	Vest Carriers	Safariland "Oregon City" External Carriers	ea	BL278C	20	\$ 185.20 -	\$ 3,704.00
21	Vest Carriers Name Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea	UX420N	20	\$ 6.90 -	\$ 138.00
22	Vest Carriers Panel w/Velcro	Back Panel with Velcro Backing	ea	TE574	20	\$ 5.75 -	\$ 115.00
23	Hand cuff case	Bianchi AccuMold single cuff case	ea	NP166	1	\$ 15.00 -	\$ 15.00
24	Hand cuff case (double)	Bianchi AccuMold double cuff case #7317	ea	NP167	1	\$ 21.00 -	\$ 21.00
25	Boots (Patrol & Correction)	Danner Acadia - 200gram Insulated	ea	SP597	1	\$ 251.75 -	\$ 251.75
26	Boots (Patrol & Correction)	Danner Acadia - Nylon & Leather	ea	SP285	1	\$ 247.00 -	\$ 247.00
27	Duty Belt Suspenders (set)	D-Ring 4 pack & tactical harness	ea	NY469 + NY470	5	\$ 53.25 -	\$ 266.25

Total Bid Proposal	\$ 18,028.05
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Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 18,028.05

LUMP SUM (excluding sales tax), in words Eighteen Thousand, Twenty-Eight Dollars and Five Cents

SUBMITTED ON October 3, 2016

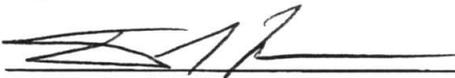
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1340 Russell Cave Road, Attention: R. Michael Andrews
(STREET)

Lexington, KY 40505
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Galls, LLC
Legal Name of Vendor


Signature of Authorized Person

Senior Director of Sales
Title

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>Nov. 8, 2016</u>	Execute Contract	<u>X</u>	Consent Agenda
Subject: <u>Contract w/911 Supply, Inc.</u>	Pass Resolution	<u>X</u>	Public Hearing
Prepared by: <u>L. Small</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>Ryan Lukson</u>	Pass Motion	_____	2nd Discussion
	Other	_____	Other

BACKGROUND INFORMATION/ SUMMARY

Per Resolution 2016-691 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of employee BDU uniforms and other related items for the Benton County Sheriff’s Office.

Per Resolution 2016-815 dated October 18, 2016, the Board of Commissioners deemed 911 Supply, Inc. to be the lowest responsible bidder for the purchase of employee BDU uniforms and other related items and required them to enter into a purchase agreement as further stipulated in the bid documents.

Attached is a purchase agreement between Benton County and 911 Supply, Inc. for a two-year agreement not to exceed \$150,000 including WSST, for employee BDU uniforms and other related items for the Benton County Sheriff’s Office.

APPROVED AS TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the attached Resolution and Purchase Agreement between Benton County and 911 Supply, Inc.

FISCAL IMPACT

Expenditures have been included in the 2017/18 budget process.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PURCHASE OF EMPLOYEE BDU UNIFORMS AND OTHER RELATED EQUIPMENT FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2016-691 dated September 13, 2016, the Board of Benton County Commissioners solicited bids for the procurement of employee BDU uniforms and other related equipment for the Benton County Bureau of Corrections and Sheriff's Patrol; and

WHEREAS, per Resolution 2016-815 dated October 18, 2016, the Board of Commissioners deemed 911 Supply, Inc. to be the lowest responsible bidder for the purchase of employee BDU uniforms and other related equipment and required them to enter into a purchase agreement, as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to 911 Supply, Inc. for the purchase of employee BDU uniforms and other related equipment for the Benton County Sheriff's Office; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and 911 Supply, Inc. for a contract amount not to exceed \$150,000.00 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2017 and shall continue until December 31, 2018.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement 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 **911 SUPPLY, LLC**, an Oregon Corporation, with its principal offices at 4484 River Road, Keizer, OR 97303 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for **Employee Uniforms – BDU/Blauer and Other Related Items CB 16-10** in accordance with its bid dated October 4, 2016 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for **Employee Uniforms – BDU/Blauer and Other Related Items CB 16-10**, and corresponding documents, all of which are on file in the office of the Benton County Sheriff's Office, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed \$150,000.00, including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For Vendor: Pete Copp, Store Manager
4484 River Road
Keizer, OR 97303
Tel: 877-393-4911
Email: pete@911supply.com

- b. For County: Lisa Small, Procurement / Contract Coordinator
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-735-6555 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2017 and shall continue until **December 31, 2018**.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor 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, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and

the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender 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. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. **Automobile Liability:** The Vendor 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 Vendor 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor'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. Vendor'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 Vendor's insurance policies.

2. The Vendor'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 Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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 Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 Vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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 Vendor, 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 Vendor'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 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor 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.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

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

14. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid. If it should appear that any provision of this Agreement 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.

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms – BDU/Blauer and Other Related Items for the Benton County Sheriff’s Office

THIS BID SUBMITTED TO: Benton County Commissioners Office
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: _____ Addenda Number: _____

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.
5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

Exhibit A

6. The following documents are attached to and must be submitted in order for the bid to be considered:

(a) Affidavit of Non-Collusion.

(b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

911 Supply
4484 River Rd. N.
Keizer, OR 97303

Phone 503-393-4911 Fax 503-393-2107

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	BDU Short sleeve shirts Silver/Tan	Blauer Style #8446-45 short sleeve MNS with dept. patches on each sleeve, zipper front, badge patch and name patch. (no badge patch for patrol)	ea.	8446	150	\$ 60.03	\$ 9,004.50
2	BDU Long sleeve shirts Silver/Tan	Blauer Style #8436-45 long sleeve MNS with dept. patches on each sleeve, badge patch and name patch. (no badge patch for patrol)	ea.	8436	150	\$ 67.93	\$ 10,189.50
3	BDU Short sleeve shirts Silver/Tan	Blauer #8910W (Women) Short Sleeve with dept. patches on each sleeve, zipper installed. (no badge patch or name patch)	ea.	8910W	75	\$ 50.05	\$ 3,753.75
4	BDU Short sleeve shirts Silver/Tan	Blauer #8910 (Men) Short Sleeve with dept. patches on each sleeve, zipper installed. (no badge patch or name patch)	ea.	8910	10	\$ 50.05	\$ 500.50
7	BDU Pants - OD Green	Blauer Style #8810X-28 OD Green pant	ea.	8810X	125	\$ 55.00	\$ 6,875.00
8	BDU Pants - Forest Green	Flying Cross Style #47300 Forest Green pant	ea.	47300	20	\$ 58.00	\$ 1,160.00
9	Coat - Outer	DELTA - black F5472 Dept. patches sewn on	ea.	F5472	20	\$ 193.50	\$ 3,870.00
10	Coat - Inner	DELTA - black F5474 Dept. patches sewn on	ea.	F5474	50	\$ 128.20	\$ 6,410.00
11	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	7200	20	\$ 35.25	\$ 705.00
12	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	7205	30	\$ 19.55	\$ 586.50
13	Holster (Patrol)	Safariland ALS # 6360-8192-131 STX Tactical S&W M&P 5", w/X200 light	ea.	6360	1	\$ 103.65	\$ 103.65
14	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	441015BK	6	\$ 37.00	\$ 222.00
15	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	7320	6	\$ 20.35	\$ 122.10
16	Mag Pouch	Bianchi AccuMold Triple Threat II double mag pouch size 02	ea.	7302	6	\$ 22.92	\$ 137.52
17	Hand Cuffs	Peerless standard Handcuffs	ea.	700N	20	\$ 26.14	\$ 522.80

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	Hand Cuffs	Peerless hinged hand cuffs	ea.	801N	10	\$ 33.79	\$ 337.90
19	OC-10 case	Bianchi AccuMold OC case	ea.	7307	20	\$ 14.26	\$ 285.20
20	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	7326	5	\$ 10.25	\$ 51.25
21	Radio Case	Bianchi Radio Case #7314S	ea.	7314S	20	\$ 25.00	\$ 500.00
22	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	\$ 84.61	\$ 84.61
23	ASP Holder	Bianchi ASP Baton Holder	ea.	7312	1	\$ 12.17	\$ 12.17
24	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	7406	10	\$ 8.82	\$ 88.20
25	Boots (Patrol & Correction)	Danner Acadia - 200gram Insulated - Low top & High top	pair	69210	25	\$ 244.61	\$ 6,115.25
26	Boots (Patrol & Correction)	Danner Acadia - Nylon & Leather	pair	21210	25	\$ 240.00	\$ 6,000.00
27	Vest Carriers	Safariland "Oregon City" External Carriers	ea.	DN6313	20	\$ 179.99	\$ 3,599.80
28	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	NTV	20	\$ 8.00	\$ 160.00
29	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	AL1	20	\$ 5.00	\$ 100.00
30	Cpl. Chevrons	3" wide in matching colors	pair	N/A	50	\$ 2.50	\$ 125.00
31	Sgt. Chevrons	3" wide in matching colors	pair	N/A	50	\$ 2.50	\$ 125.00
32	Shoulder patch	"Benton County Sheriff's Dept" In matching colors	pair	X182856B	1000	\$ 1.23	\$ 1,230.00
34	FTO patch	in matching colors	ea.	NT1	5	\$ 8.00	\$ 40.00
35	Name patch	in matching colors	ea.	NT	5	\$ 5.00	\$ 25.00
36	Gloves	Comparable to Hatch RHK25 Reactor Hard Knuckle	pair	RHK25	12	\$ 22.34	\$ 268.08

Total Bid Proposal	\$63,310.28
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Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 63,310.28

LUMP SUM (excluding sales tax), in words Sixty Three Thousand Three Hundred Ten dollars and Twenty Eight Cents

SUBMITTED ON 10/4/16, 2016

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

4484 River Rd N.
(STREET)

Keizer OR 97303
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

911 Supply
Legal Name of Vendor

[Signature]
Signature of Authorized Person

Store Manager
Title

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: November 8, 2016 Subject: Motion to Approve 2017 Legislative Agenda Prepared by: Shyanne Faulconer Reviewed by: Adam Fyall	Execute Contract Pass Resolution Pass Ordinance Pass Motion X None	Consent Agenda Public Hearing Scheduled Business X 1st Discussion Other

SUMMARY

Benton County’s 2017 Legislative Agenda outlines and articulates the primary policies, projects, and programs that the County will emphasize during the upcoming legislative session and throughout the year. We work closely with our community partners such as cities, ports, and neighboring counties to develop goals of mutual interest that will improve and sustain the economic vitality and quality of life that is enjoyed in the Mid-Columbia region. This agenda represents our top legislative priorities for the 2017 legislative session.

BACKGROUND INFORMATION

Benton County has produced legislative agendas in the past, with help from Commissioner Delvin and Adam Fyall, as well as recommendations received from elected officials and department managers. Once the election has commenced and legislative positions filled, the County will reach out to those legislators to set up meetings to discuss our agenda, likely to occur December 19 – 22.

FISCAL IMPACT

There is no fiscal impact for this project.

MOTION

To approve the 2017 County of Benton Legislative Priorities as outlined in the document presented.



COUNTY *of* BENTON

LEGISLATIVE PRIORITIES

2017





REFORMATION OF THE PUBLIC RECORDS ACT

Benton County implements the Public Records Act (PRA) every day to ensure that transparency in decision-making and public access to government records is maintained. However, the PRA is regularly abused by individuals seeking to gain monetary profit or to harass public employees. These requests require disproportionate amounts of resources and staff time to resolve, especially in electronic format with no fee. As such, these requests significantly reduce the ability of the County to respond both efficiently and effectively to legitimate requests. Benton County supports the protection of the Public Records Act by enacting common sense reforms and implementing a mandatory hourly fee for providing electronic records.



INDEXING PROPERTY TAX REVENUE GROWTH

Benton County receives the majority of its revenue from property taxes, which are currently capped at a level that has not kept up with our growing costs and rapidly growing population. Because public safety and criminal justice costs comprise the majority of our general fund budget, property taxes are inextricably tied to justice, health, and safety of our citizens. Benton County aims to protect citizens' access to justice, health, and safety services by capping property tax revenue growth to inflation and population growth so that we aren't forced to make cuts to our core governmental services.



EVEN YEAR ELECTION COSTS

Included in the Washington State Association of Counties Fiscal Sustainability Initiative is funding of even year elections by Washington State. Benton County has been covering the increased cost of even-year Washington State elections. Currently, the State is only paying their share of election costs in odd-year elections (as required by RCW 29A.04.420), opposite of when there have been State races on the ballot. Benton County calls on the Legislature to fully cover costs in both odd- and even-year State elections.



PROVIDE ADEQUATE FUNDING FOR INDIGENT DEFENSE

All Washington State counties have the duty, assigned by Legislature, to provide adequate defense for indigent citizens. However, the State funds less than five percent (5%) of the cost that counties currently spend for such services. Counties currently spend approximately \$135 million annually on indigent defense services, with the State providing \$5 million to all cities and counties. To continue having public access to this constitutional right, we support the Legislature fully funding indigent defense services.



STATEMENT ON THE IMPORTANCE OF PAYMENT IN LIEU OF TAXES

The federal government does not pay property taxes, and many local governments receive payments in lieu of taxes (PILT) from the federal government to support services provided by local governments where properties that would otherwise generate property tax revenues have been withdrawn by the federal government. Benton County wants the Legislature to be aware that it has been having difficulties collecting the PILT payments that the US Department of Energy is obligated to pay to the County, and seeks a statement from the Legislature on the importance of PILT to local communities.

PRIORITIES

Legislative Session

RESTORATION OF THE PUBLIC WORKS ASSISTANCE ACCOUNT

The Public Works Assistance Account (PWAA), more commonly known as the Public Works Trust Fund, was established in 1985 to finance local government infrastructure loans. PWAA funds have been reduced or eliminated in past sessions, thus eliminating capacity to provide sound infrastructure to communities. The Legislature must protect the PWAA, and diverting funds is unacceptable for the citizens of Benton County.



SUPPORT OF MANHATTAN NATIONAL PARK IMPROVEMENT PROJECTS

The Manhattan Project National Historical Park was created in November 2015 and is currently seeking Legislative support for multiple projects. This includes construction of a visitor and tour center in North Richland, creation of a park entrance off of SR 240/24 at Hanford Gate 127 to showcase the National Park landscape, and support for much-needed improvements to the main entrance and main visitor access roadway, including additional access to parking and space for concessionaires.



SUPPORT FUNDING OF LIGO STEM EXPLORATION CENTER

LIGO, the Laser Interferometer Gravitational-Wave Observatory, requests the State of Washington to fund the construction a science education center at the site of LIGO's gravitational wave detector complex near the Tri-Cities in Benton County. The LIGO STEM Exploration Center will leverage large federal investment in LIGO by creating STEM engagement opportunities for K-12 groups and the general public.



CONTINUED SUPPORT FOR SALMON RECOVERY FUNDING BOARD

Since 1999, the Salmon Recovery Funding ("SRF") Board has funded over 100 projects in the Yakima Basin through their grant program. Project and operations funding support from the Salmon Recovery Funding ("SRF") Board has been critical to the success of restoring native salmon populations, particularly in the Yakima Basin, and Benton County urges continued support of this Board from the Legislature.



SUPPORT FOR THE YAKIMA BASIN INTEGRATED PLAN

The Yakima Basin Integrated Plan represents an unprecedented example of cooperation among federal, state, local, and tribal governments, along with business, agricultural, and environmental interests in addressing water quality, quantity, and habitat needs. Benton County seeks the State's sustained backing of the Department of Ecology in its leadership role in this program and sponsored projects.



FLOODPLAINS BY DESIGN

The Department of Ecology's Floodplain by Design program has greatly increased Benton County's ability to develop and implement large scale win-win floodplain projects that restore habitat for at-risk fish while also reducing flood risk to developed areas. The County supports this Floodplain by Design program.



COUNTY *of* BENTON

Benton County's Legislative Priorities outlines and articulates the primary policies, projects, and programs that the County will emphasize during the upcoming legislative session and throughout the year. We work closely with our community partners such as cities, ports, and neighboring counties to develop goals of mutual interest that will improve and sustain the economic vitality and quality of life that is enjoyed in the Mid-Columbia region. This agenda represents our top legislative priorities for the 2017 legislative session.

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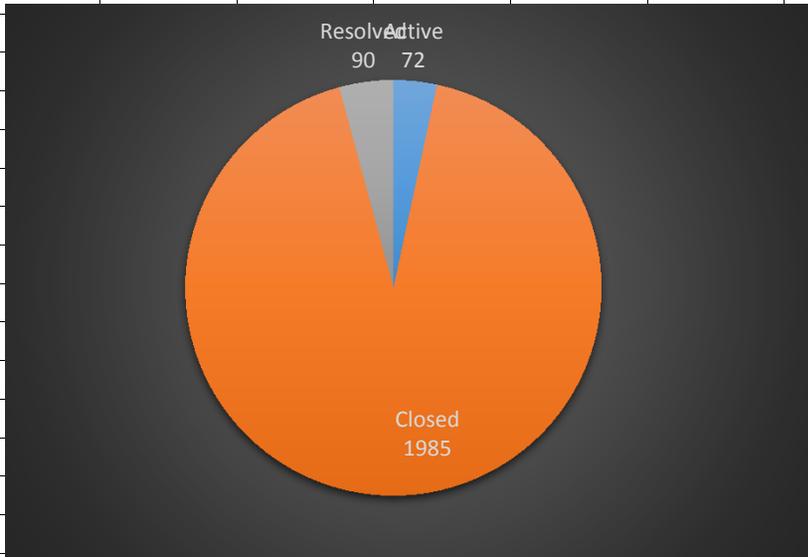
Information Technology 2016

Highlights:

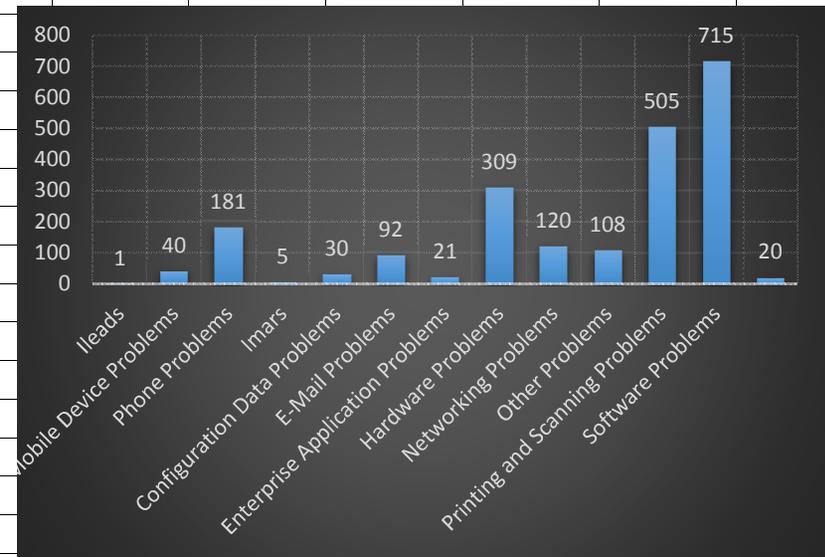
- Increasing our wireless presence. Wireless clients have increase by 65%
 - Expanding wireless access to Fairgrounds and Animal Control
- Assist the Auditors Office with the implementation of Eden's Employee Services portal, paperless vouchers and employee timekeeping.
- Investigating and exploring new technology
 - Windows 10
 - Surface Books
 - O365
- Assist Superior Court Clerk with expansion of Jury Management services
 - Unlimited Juror call-ins
 - Text notifications
- Text archiving of cell phone message – move to AT & T, move back to Verizon
- Firewall replacement-Enhancing our network security
- Set in place tools enabling Remote workforce technology
- Planning County Website refresh (BDW)
- On Call – Afterhours assignments –All Technical Staff included in the rotation
- Increase in malicious traffic from off shore-new tools allow us to stop and mitigate these threats.

Benton County Information Technology Service Manager Incident Statistics

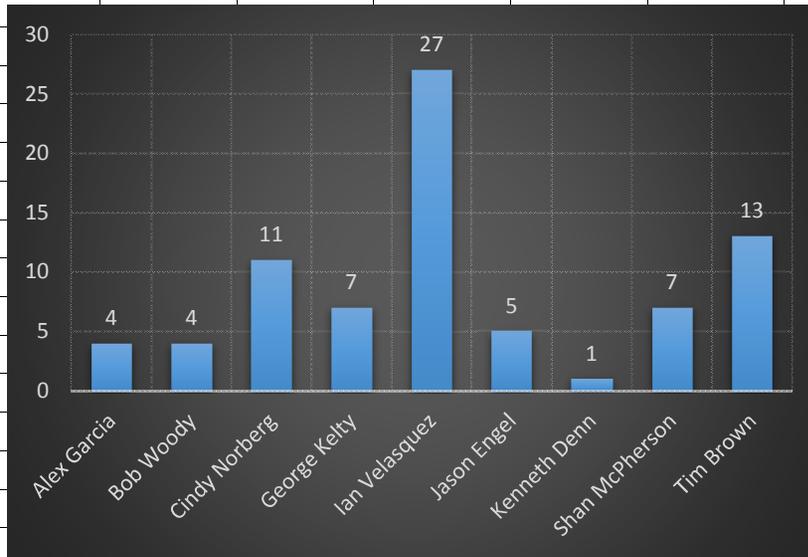
Total Incidents



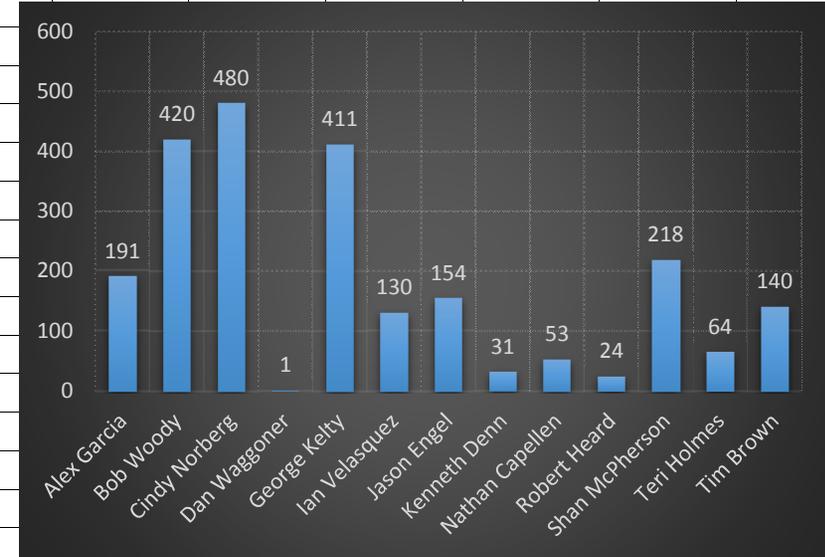
Total Incidents by Classification



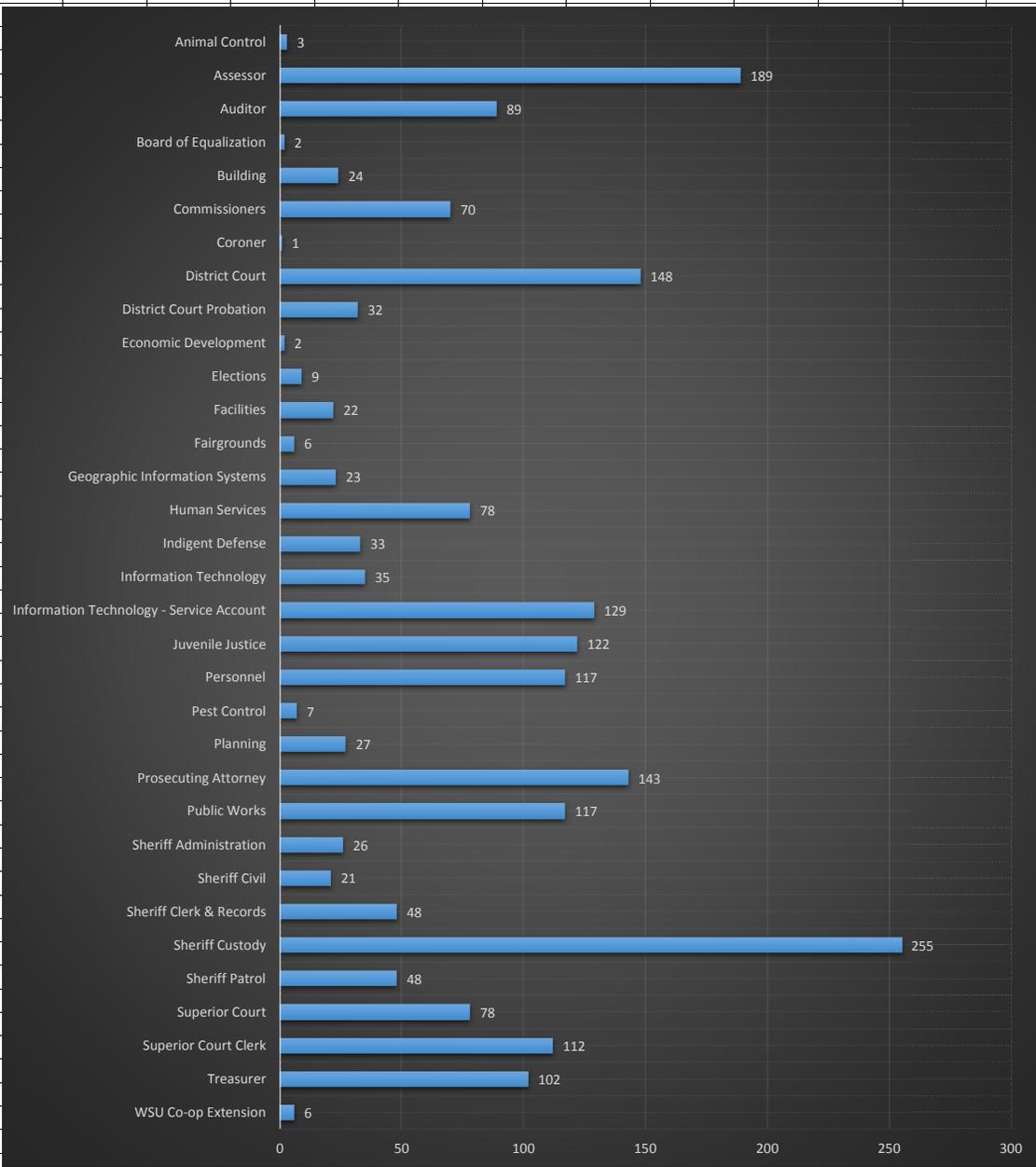
Active Incidents by Analyst



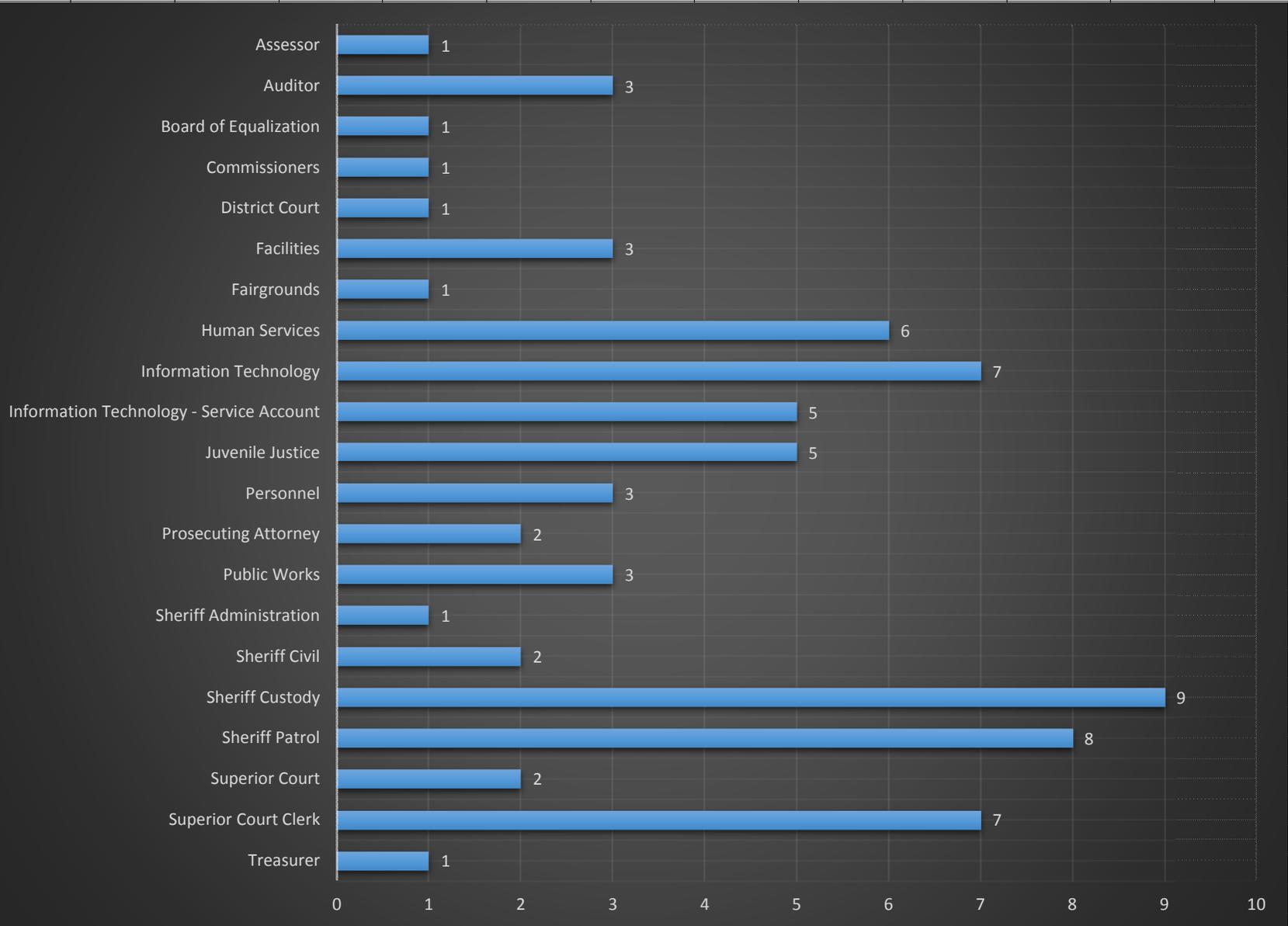
Total Incidents by Analyst



Total Incidents by Department



Active Incidents by Department





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Ut aliquam facilisis eros, vitae aliquet nunc tempor nec. con bibin eu Cras blandit tempor justo di nisi sed lectur putum tempor vitae enim euismod. [More...]

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Calendar of Events

June 2016

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5

Tuesday June 14

Ut carig butre vite rhoncus amit

Wednesday June 15

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