

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, October 25, 2016 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ **October 18, 2016 Board Meeting**

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

Review Agenda

Consent Agenda

### Auditor

a. Surplus of Personal Property

### District Court

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

### Facilities

c. Contract w/Booth & Sons Construction, Inc. for Tenant Improvements for WSU Extension

d. Contract w/SimplexGrinnell, LP for Fire Sprinkler Testing & Maintenance

### Fairgrounds

e. Contract w/Frontier Fence, Inc. for Fence Repair

### Human Services

f. Amended Agreement #3 w/Domestic Violence Services Through Homeless Grant

g. Records Transfer Agreement w/Greater Columbia Behavioral Health

h. Amended Agreement E w/St Dept of Commerce, Community Services & Housing for  
Emergency Solutions Grant

### Juvenile

i. Agreement w/Reuters-West Publishing Corporation for Law Books

### Prosecuting Attorney

j. Grievance Arbitration Settlement Agreement & Release

### Public Works

k. Contract w/Granite Construction Co. for Meals Road Asphalt Repair Project

l. Contract w/Premier Excavation for Victoria Avenue Storm Water Project

m. Approval of Construction Plans of La Buena Vida Estates

n. Memorandum Amendment #1 w/Weed District No. 1 for Noxious Weed Control

### Sheriff

o. Business Consultant Agreement w/Randall Barnes

p. Contract w/Cascade Engineering Services, Inc. for Diagnostics of Radar Devices

### Sustainable Development

q. Participation Agreement w/Cities of Kennewick, Pasco, Richland & W Richland for Hanford  
Communities

r. Line Item Transfer, Fund No. 0135-101, Dept. 000

**Scheduled Business**

Pre-Budget Discussion ~ L. Smith-Kelty

**Unscheduled Visitors**

**Other Business**

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, October 18, 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; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Assessor Bill Spencer; Treasurer Duane Davidson; DPA Steve Hallstrom; Facilities Manager Dan Waggoner; Building Manager Steve Brown; Ken Williams, Fire Marshal; Public Services Administrator Fred Bowen; Aileen Coverdell and Rosie Sparks, Auditor's Office; Grant DeJongh, Solid Waste; Clark Posey, Planning.

**Approval of Minutes**

The Minutes of October 11, 2016 were approved.

**Review Agenda**

The discussion on the Mental Health Jail Addition was pulled. Three executive sessions regarding performance of a public employee, discussion of an applicant for public employment and labor negotiations were added.

**Consent Agenda**

**MOTION:** Commissioner Beaver moved to approve the consent agenda items "a" through "x", adding the executive sessions to the regular agenda. Commissioner Delvin seconded and upon vote, the Board approved the following:

**Commissioners**

- a. Letter to WA Dept. of Ecology ~ Nuclear Waste Program
- b. Letter to Benton Conservation District

**Facilities**

- c. Contract w/M.G. Wagner Co. for Roof Replacement @ Justice Center

**Information Technology**

- d. Maintenance Purchase for Fujitsu Scanners from ImageSource, Inc.

**Juvenile**

- e. Contract w/Fikes Northwest Corp. for Odor Control Services

**Prosecuting Attorney**

- f. Bi County Agreement w/WA State Council of County & City Employees, Representing Crisis Response Unit

**Public Works**

- g. Authorization of Road Department Safety Day October 27, 2016
- h. Contract w/Granite Construction Company for Meals Road Asphalt Repair
- i. Agreement w/City of Yakima for Supplies, Material, Equipment and Services
- j. Amendment #1 w/US Army Corps of Engineers for Easement
- k. Contract w/D & D Tri-Rivers Excavating, Inc. for Hanks Road Drainage Project

**Sheriff**

- l. Line Item Transfer, Fund No. 0000-101, Dept. 118
- m. Line Item Transfer, Fund No. 0000-101, Dept. 119
- n. Line Item Transfer, Fund No. 0000-101, Dept. 120
- o. Line Item Transfer, Fund No. 0000101, Dept. 121
- p. Line Item Transfer, Fund No. 0116-101, Dept. 000
- q. Agreement with Booker Auction for Unclaimed Property
- r. Second Contract Amendment w/Telmate, LLC for Inmate Phone Services
- s. Procurement Award of Paper/Glove Supplies to Crown Paper & Janitorial Supply Company
- t. Procurement Award of Chemicals & Supplies to Crown Paper & Janitorial Supply Company
- u. Procurement Award of Inmate Supplies to Bob Barker Company, Inc.
- v. Procurement Award of BDU Uniforms to 911 Supply, Inc.
- w. Procurement Award of Uniforms to Gall's LLC

**Superior Court**

- x. Line Item Transfer, Fund No. 0000-101, Dept. 123

**Public Hearings - Ordinance Amendments**

Steve Brown and Ken Williams presented the ordinance amendments to adopt the new 2015 International Building, Residential, Mechanical, Fire, Swimming Pool and Uniform Plumbing Codes. He said each of the amendments needed a separate public hearing.

**Building Code – BCC 3.04**

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

**MOTION:** Commissioner Delvin moved to approve the proposed Ordinance relating to the Building Code and amending BCC 3.04 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**Plumbing Code - BCC 3.08**

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

**MOTION:** Commissioner Delvin moved to approve the proposed Ordinance relating to the Plumbing Code and amending BCC 3.08 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**Mechanical Code - BCC 3.12**

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

**MOTION:** Commissioner Delvin moved to approve the proposed Ordinance relating to the Mechanical Code and amending BCC 3.12 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**Fire Code - BCC 3.16**

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

**MOTION:** Commissioner Delvin moved to approve the proposed Ordinance relating to the Fire Code and amending BCC 3.16 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**Minimum Standards - Fire Flows, Water Mains, Fire Hydrants and Roads – BCC 3.18**

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

**MOTION:** Commissioner Delvin moved to approve the proposed Ordinance relating to the Minimum Standards for Fire Flows, Water Mains, Fire Hydrants and Roads and amending BCC 3.18 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**Swimming Pools - BCC 3.24**

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

**MOTION:** Commissioner Delvin moved to approve the proposed Ordinance relating to Swimming Pools and amending BCC 3.24 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

**Assignment - Solid Waste Advisory Committee**

Grant DeJongh said the State Legislature passed an amendment requiring the Board of County Commissioners to appoint an individual or position to the Benton County Solid Waste Advisory Committee to represent agricultural interests.

The Board agreed to have Mr. DeJongh call out for any interested individuals and present those to the Board for appointment.

### **Other Business**

Commissioner Beaver said he would be attending an event at the Kennewick Council Chambers at 5:30 regarding their use of the .09 money and development of the shoreline for Columbia Gardens.

### **Jail Use Contracts**

Commissioner Delvin said he wanted to clarify the County was not going to share revenue with the cities as they moved forward in negotiating the new jail use contracts. Commissioner Beaver said he agreed because they did not have any revenue to share. He said they tried to support the local jurisdictions but not at the detriment of their organization when they didn't have the resources.

Chairman Small said he was looking at the September 13 minutes when the Board talked about contracts, revenue sharing and whether they wanted to take over the jail. He said it was his understanding they were going keep the revenue sharing as status quo at least for now. He said he had no issue with changing things up while they were reviewing the budget but he didn't want to contact the cities and say it was off; he suggested continuing it until the next budget cycle.

Commissioner Beaver said that was September and it was now October 18; he said he wanted to give clear direction that he did not want to share revenue they didn't have. He said he did not want to tell someone they needed to lay off employees and then pass along revenue. He wanted to tell the cities they were not interested in sharing funds.

Commissioner Delvin said he agreed with Commissioner Beaver and they needed to make a decision so they could move forward on the contracts. He stated the cities were against the LFO docket and now there was a bill coming for that lawsuit, plus the \$1 million loss in revenue per year.

Chairman Small said he still wanted to give them at least a year notice so they could adjust.

**MOTION**: Commissioner Delvin moved to direct Loretta Smith Kelty and David Sparks to work with Ryan Brown and that he would assist on a new contract with the cities that did not include revenue sharing effective January 1.

### **Discussion**

Chairman Small said he wanted to make that one year so they could give them notice.

Upon vote, the motion carried with Chairman Small opposing.

### Noxious Weed Assessment

Chairman Small said they had a public meeting to discuss an increase in the assessment amount of \$1.00 per parcel and they would be bringing that to the Board. He said he spoke to about 15 farmers in the area and they were not in favor of the increase.

### Partnerships

Mr. Sparks commented that when the Board agreed to use the 3/10 for some costs in the jail, it would save the cities about \$300,000 and any monies of the 3/10 that went into District Court would not get charged to the cities, so it benefitted the whole community not just the County.

Additionally, the County gave up \$83,000 and \$76,000 in tax revenue to the cities when they formed the revitalization areas and were also willing to provide \$130,000 for the Boys and Girls Club by providing funding for the Bob Olsen Parkway. He said they had tried to answer each partnership that had been asked of them.

### Budget Update

Mr. Sparks said they had been working on the budget with the departments and made the following adjustments:

- Workman's Compensation assessment adjusted - \$1/4 million saved
- IT – new system for Assessor and Treasurer – taking some costs and moving into capital as one-time costs and not ongoing assessments - about \$1/2 million saved
- Trying to nail down labor costs

He said with the adjustments so far, they had cut the deficit down to about \$3 million, however, they still had a lot more work to do. The LFO hit was \$1 million per year which took away revenue increases and kept them pretty flat. The preliminary number for sharing Superior Court costs was a \$300,000 shift to Franklin County and Ms. Smith Kelty was still trying to work out the Juvenile Court cost issue with Franklin County.

Treasurer Duane Davidson thanked the Board and the Facilities Department for the new parking lot and drive-up drop boxes for ballots and tax payments at the Annex.

The Board recessed, reconvening at 10:05 a.m.

### Executive Session – Litigation Update

The Board went into executive session at 10:05 a.m. with DPA Ryan Brown for 15 minutes to discuss the 3<sup>rd</sup> quarter litigation update. Also present were Steve Hallstrom, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out at 10:20 a.m. No decisions were made in executive session.

## **Executive Session**

The Board went into executive session at 10:23 a.m. with DPA Steve Hallstrom for 20 minutes to discuss labor negotiations, qualifications of an applicant for a public position and performance of a public employee. Also present were David Sparks, Ryan Brown, Cami McKenzie, Loretta Smith Kelty, and Fred Bowen. The Board came out 10:40 a.m. No decisions were made in executive session.

## **Payroll Checks**

Check Date: 10/11/2016

Warrant #: 240053

Total all funds: \$1,859.90

Check Date: 10/17/2016

Payroll Draw Checks

Warrant #: 240054

Direct Deposit #: 118412-118592

Total all funds: \$108,214.68

Payroll Draw Deductions/Transfers

Taxes #: 101161015

Total all funds: \$35,110.22

## **Account Payables**

Check Date: 10/11/2016

P-Cards #: 1016

Total all funds: \$363,189.11

Check Date: 10/14/2016

Warrants #: 146330-146477

Total all funds: \$2,751.10

Warrants #: 146687-146844

Total all funds: \$942,287.29

Transfers #: 10141601-10141612

Total all funds: \$722,168.61

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

## **Resolutions**

- 2016-796: Contract w/M.G. Wagner Co. for Roof Replacement @ Justice Center  
2016-797: Maintenance Purchase for Fujitsu Scanners from ImageSource, Inc.  
2016-798: Contract w/Fikes Northwest Corp. for Odor Control Services  
2016-799: Bi County Agreement w/WA State Council of County & City Employees, Representing Crisis Response Unit  
  
2016-800: Authorization of Road Department Safety Day October 27, 2016  
2016-801: Contract w/Granite Construction Company for Meals Road Asphalt Repair  
2016-802: Agreement w/City of Yakima for Supplies, Material, Equipment and Services  
2016-803: Amendment #1 w/US Army Corps of Engineers for Easement  
2016-804: Contract w/D & D Tri-Rivers Excavating, Inc. for Hanks Road Drainage Project  
2016-805: Line Item Transfer, Fund No. 0000-101, Dept. 118  
2016-806: Line Item Transfer, Fund No. 0000-101, Dept. 119  
2016-807: Line Item Transfer, Fund No. 0000-101, Dept. 120  
2016-808: Line Item Transfer, Fund No. 0000101, Dept. 121  
2016-809: Line Item Transfer, Fund No. 0116-101, Dept. 000  
2016-810: Agreement with Booker Auction for Unclaimed Property  
2016-811: Second Contract Amendment w/Telmate, LLC for Inmate Phone Services  
2016-812: Procurement Award of Paper/Glove Supplies to Crown Paper & Janitorial Supply Company  
  
2016-813: Procurement Award of Chemicals & Supplies to Crown Paper & Janitorial Supply Company  
  
2016-814: Procurement Award of Inmate Supplies to Bob Barker Company, Inc.  
2016-815: Procurement Award of BDU Uniforms to 911 Supply, Inc.  
2016-816: Procurement Award of Uniforms to Gall's LLC  
2016-817: Line Item Transfer, Fund No. 0000-101, Dept. 123  
2016-818: Adoption of Ordinance 575 Relating to the Building Code  
2016-819: Adoption of Ordinance 576 Relating to the Plumbing Code  
2016-820: Adoption of Ordinance 577 Relating to the Mechanical Code  
2016-821: Adoption of Ordinance 578 Relating to the Fire Code  
2016-822: Adoption of Ordinance 579 Relating to Minimum Standards for Fire Flows, Water Mains, Fire Hydrants and Roads  
  
2016-823: Adoption of Ordinance 580 Relating to Swimming Pools

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

---

Clerk of the Board

---

Chairman

a. Surplus of Personal Property

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	October 25, 2016	Execute Contract	___
Subject:	Declaration of Surplus Property	Pass Resolution	<u>x</u>
By:	A. Coverdell	Pass Ordinance	___
Reviewed By:	V. Pettey / B. Chilton	Pass Motion	___
		Other	___
		Consent Agenda	<u>x</u>
		Public Hearing	___
		1st Discussion	___
		2nd Discussion	___
		Other	___

**BACKGROUND INFORMATION**

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

**SUMMARY**

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

# RESOLUTION

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

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

**WHEREAS**, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of County Personal Property; and

**WHEREAS**, the Information Technology and Public Works departments have identified supply items and equipment which have become obsolete; and,

**WHEREAS**, it is the recommendation of the Personal Property Manager and the Information Technology and Public Works departments that the listed property be declared surplus; and

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member  
Constituting the Board of County Commissioners of  
Benton County, Washington**

Attest: \_\_\_\_\_  
**Clerk of the Board**

ATTACHMENT A

Type	Tag	Counted	Serial Number	Make	Description
laptop	16953	Ken	BQPZMF1	Dell	Latitude D830 Duo/2000
laptop	17990	Ken	DQPN6M1	Dell	Latitude E6500 Duo/2660
laptop	18792	Ken	8LHBFS1	Dell	Latitude E6420 14"
laptop	18794	Ken	FVHBFS1	Dell	Latitude E6420 14"
laptop	18818	Ken	3T6V9S1	Dell	Latitude E6420 i5/2500
laptop	19359	Ken	BDNY9W1	Dell	Latitude E6530 i3-2350M
laptop	17781	Ken	FTBW9K1	Dell	Latitude E4300 Duo/2400
laptop	17793	Ken	3R7RBK1	Dell	Latitude E6500 Duo/2660
laptop	18468	Ken	8CSMPN1	Dell	Latitude E6500 Duo/2800
laptop	18506	Ken	D25ZPN1	Dell	Latitude E4300 Duo/2400
laptop	18781	Ken	FLHBFS1	Dell	Latitude E6420 14"
laptop	18782	Ken	71MBFS1	Dell	Latitude E6420 14"
laptop	18783	Ken	DKHBFS1	Dell	Latitude E6420 14"
laptop	18785	Ken	9MHBFS1	Dell	Latitude E6420 14"
laptop	18786	Ken	2MHBFS1	Dell	Latitude E6420 14"
laptop	18788	Ken	JKHBFS1	Dell	Latitude E6420 14"
laptop	18789	Ken	JVHBFS1	Dell	Latitude E6420 14"
laptop	18790	Ken	HMHBFS1	Dell	Latitude E6420 14"
laptop	18791	Ken	BLHBFS1	Dell	Latitude E6420 14"
laptop	18793	Ken	GBHBFS1	Dell	Latitude E6420 14"
laptop	18797	Pro	5T4L4S1	Dell	Precision M6600 Quad/2500
laptop	18819	Ken	7S6V9S1	Dell	Latitude E6420 i5/2500
laptop	16294	Pro	FVKGH91	Dell	Latitude X1 PM/1100
monitor	17379	Ken	CN-OG313H-74261-89L-3VEL	Dell	1908FP 19" LCD
monitor	15073	Ken	A598317F0211K0281	Planar	PX191 19" LCD
monitor	18801	Pro	CN-O8JCGH-74445-1BABAJM	Dell	Pro P1911 19" LCD
monitor	18802	Pro	CN-O8JCGH-74445-1BI-043L	Dell	Pro P1911 19" LCD
monitor	16438	Ken	CN-OCC352-64180-6CJ-58YS	Dell	1707FP 17" LCD
monitor	16924	Ken	CN-OCC388-71618-7BF-AGGF	Dell	1907FPV 19" LCD
monitor	17027	Ken	CN-OCC388-71618-7C2-AHER	Dell	1907FPV 19" LCD
monitor	17079	Ken	CN-OCC388-71618-7C2-AHJ6	Dell	1907FPV 19" LCD
monitor	17728	Ken	CN-OC553H-74443-8BK-A266	Dell	1907FPV 19" LCD
monitor	18647	Ken	CN-OOVN5M-72872-16K-HPYM	Dell	Pro2210 22" LCD
monitor	18690	Pro	CN-O8JCGH-74445-17P-BTQL	Dell	P2210 22" LCD
monitor	19054	Ken	CN-O8JCGH-74445-24H-909M	Dell	Pro 1911 LCD 19"
monitor	19055	Ken	CN-O8JCGH-74445-24H-874M	Dell	Pro 1911 LCD 19"
monitor	723	Ken	CN-OCC352-64180-63B-2ESC	Dell	1707FP 17" LCD
monitor	795	Pro	CN-OCC352-64180-63T-OR7C	Dell	1707FP 17" LCD
monitor	796	Pro	CN-OCC352-64180-63T-ORCC	Dell	1707FP 17" LCD
monitor	846	Ken	CN-OCC352-64180-64K-OQWL	Dell	1707FP 17" LCD
monitor	1750	Pro	CN-OCC299-64180-639-22CS	Dell	1907FP 19" LCD

monitor	1806	Pro	MX-OC9536-74262-815-24LL	Dell	2007FP 20" LCD
monitor	1807	Pro	MC-OC9536-74262-815-24FL	Dell	2007FP 20" LCD
monitor	1809	Pro	MX-OC9536-74262-814-32EL	Dell	2007FP 20" LCD
monitor	1815	Pro	CN-OFP182-71618-817-RDFX	Dell	1908FP 19" LCD
monitor	1836	Pro	MX-OC9536-74262-848-1NLS	Dell	2007FP 20" LCD
monitor	1837	Pro	MX-OC9536-74262-848-1N6S	Dell	2007FP 20" LCD
monitor	1966	Pro	CN-ONWXT6-72872-28F-A1DU	Dell	Pro P1913S 19"
monitor	1968	Pro	CN-ONWXT6-72872-2BR-A7JM	Dell	Pro P1913S 19"
monitor	15884	Ken	CN-OT6116-71618-54F-AAPZ	Dell	1905FP 19" LCD
monitor	16292	Ken	CN-OJ6642-71618-5CG-AG9D	Dell	1704FPV 17" LCD
monitor	16799	Pro	MX-OC9536-74262-7AP-2KHL	Dell	1707FPV 17" LCD
monitor	17087	Pro	CN-OCC388-71618-7CF-AA2V	Dell	1907FPV 19" LCD
monitor	17941	Pro	CN-OC553H-74445-9BN-A018	Dell	1907FPV 19" LCD
monitor	17973	Ken	CN-OC553H-74445-9CI-AB4T	Dell	1907FPV 19" LCD
monitor	17996	Ken	CN-OFH8MW-74445-01J-DHQL	Dell	Pro 2009W 20" LCD
monitor	18032	Ken	CN-O4MGYF-74261-054-4CCS	Dell	Pro 1909W 19" LCD
monitor	18033	Ken	CN-O4MGYF-74261-054-4CDS	Dell	Pro 1909W 19" LCD
monitor	18039	Pro	CN-OXYF7K-72872-068-05EL	Dell	Pro 1909W
monitor	18326	Ken	CN-OXYF7K-72872-07U-AC9L	Dell	Pro 1909W 19" LCD
monitor	18377	Ken	CN-OFH8MW-74445-OAF-AXNL	Dell	Pro 2009W 20" LCD
monitor	18430	Ken	MX-OG324H-74262-09S-1L7L	Dell	UltraSharp 2007FP 20" LCD
monitor	18513	Pro	CN-04828K-74445-OCP-EF9S	Dell	P2210 22" LCD
monitor	18547	Ken	CN-08JCGH-74445-141-APQL	Dell	Pro1911 19" LCD
monitor	18642	Pro	CN-OF8NDP-74261-15E-06MU	Dell	P2411H 24" LCD
monitor	18643	Pro	CN-OF8NDP-74261-15C-1C5U	Dell	P2411H 24" LCD
monitor	18670	Ken	CN-OOVWSM-72872-187-GA1M	Dell	P2211 22" LCD
monitor	18687	Ken	CN-O8JCGH-74445-17U-BSWL	Dell	P2210 22" LCD
monitor	18844	Ken	CN-O6H6FX-74445-217-573L	Dell	P2210 22" LCD
monitor	18862	Ken	CN-O8JCGH-74445-1CR-B56U	Dell	Pro P1911 19" LCD
monitor	18927	Ken	CN-O8JCGH-74445-1CC-075U	Dell	Pro P1911 19" LCD
monitor	18954	Pro	CN-O6H6FX-74445-22D-BM6M	Dell	P2210 22" LCD
monitor	18962	Pro	CN-O8JCGH-74445-222-057U	Dell	Pro 1911 19" LCD
monitor	18963	Pro	CN-O8JCGH-74445-222-065U	Dell	Pro 1911 19" LCD
monitor	18966	Pro	CN-O8JCGH-74445-222-062U	Dell	Pro 1911 19" LCD
monitor	18968	Pro	CN-O8JCGH-74445-222-033U	Dell	Pro 1911 19" LCD
monitor	18969	Pro	CN-O8JCGH-74445-222-022U	Dell	Pro 1911 19" LCD
monitor	19028	Pro	CN-O8JCGH-74445-24K-B0KL	Dell	Pro P1911 19" LCD
monitor	19029	Pro	CN-O8JCGH-74445-24K-B0CL	Dell	Pro P1911 19" LCD
monitor	18653	Pro	CN-OF8NDP-74261-164-OTJU	Dell	P2411H 24" LCD
monitor	15393	Ken	MX02Y311-47605-417-D723	Dell	1703FP 17" LCD
monitor	15908	Ken	MY-OH6304-47603-56G-A8BG	Dell	1704FPV 17" LCD
monitor	16982	Ken	CN-OCC388-71618-7C2-AG14	Dell	1907FPV 19" LCD
monitor	16988	Ken	CN-OCC388-71618-7C2-AG40	Dell	1907FPV 19" LCD
monitor	18845	ken	CN-O6H6FX-74445-217-542L	Dell	P2210 22" LCD

net	17952	Ken	CN9522G3MR	HP	ProCurve 1810G-24 Switch
other	15625	Pro	EE26440363F	Epson	PowerLite 730C Projector
other	16304	Pro	SB6210021	Panasonic	Projector PT-LB30NTU LCD
pc	18804	Pro	FKVHHS1	Dell	OptiPlex 790 SFF i3/3300
pc	18953	Pro	574MLS1	Dell	OptiPlex 990 SFF i5/2400
pc	18648	Ken	81B3ZQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18649	Ken	81B1ZQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18849	Ken	DQNWJS1	Dell	OptiPlex 790 SFF i3/3300
pc	18928	Ken	1N84KS1	Dell	OptiPlex 790 SFF i3/3300
pc	728	Ken	JXX72B1	Dell	OptiPlex GX620DT PentD/2800
pc	1805	Pro	J5SGJF1	Dell	Precision 390 MT Duo/2660
pc	1882	Pro	F6H77J1	Dell	Precision Duo/3160
pc	1890	Pro	8BFD5J1	Dell	OptiPlex 760 Duo/3000
pc	1923	Pro	DX53QM1	Dell	Precision T3500 Quad Xeon/2530
pc	1924	Pro	CX53QM1	Dell	Precision T3500 Quad Xeon/2530
pc	1925	Pro	4T53QM1	Dell	Precision T3500 Quad Xeon/2530
pc	1956	Pro	C5Z2XR1	Dell	OptiPlex 990 MT i7 2600/3400
pc	16271	Ken	66Q2891	Dell	OptiPlex GX620 P4/3400
pc	17376	Ken	5F72TH1	Dell	OptiPlex 755 Duo/3330 MT
pc	17380	Pro	23LYTH1	Dell	OptiPlex 740 64x2/2700
pc	17655	Ken	F3CVYH1	Dell	OptiPlex 740 64x2/2300
pc	18040	Pro	GG9QLM1	Dell	OptiPlex 780 SFF Duo/2930
pc	18194	Ken	J23JMN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18233	Ken	420VMN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18298	Ken	DW35NN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18306	Ken	DW55NN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18329	Ken	8JW7PN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18392	Ken	8F17PN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18418	Ken	14SNPN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18423	Ken	9W4DPN1	Dell	OptiPlex 780 SFF Duo/2930
pc	18545	Pro	J3J7HQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18549	Ken	5KFKJQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18613	Ken	8MCHXQ1	Dell	OptiPlex 790 SFF i3/3100
pc	18644	Pro	GRBGYQ1	Dell	OptiPlex 990 MT i7/3400
pc	18650	Ken	8196ZQ1	Dell	OptiPlex 790 SFFi3/3100
pc	18658	Pro	GYRYQ1	Dell	OptiPlex 990 MT i7/3400
pc	18667	Ken	9VP9DP1	Dell	OptiPlex 780
pc	18803	Pro	FKVJHS1	Dell	OptiPlex 790 SFF i3/3300
pc	18978	Ken	5QP SLS1	Dell	OptiPlex 990 SFF i5/2400
pc	18986	Ken	5QNSLS1	Dell	OptiPlex 990 SFF i5/2400
pc	19033	Ken	F48W3V1	Dell	OptiPlex 990 SFF i5/2400
pc	19278	Ken	FCQGWW1	Dell	OptiPlex 990 SFF i5/2500

pc	18417	Ken	14SMPN1	Dell	OptiPlex 780 SFF Duo/2930
pc	16969	Ken	1J38NF1	Dell	OptiPlex 740 SFF AthlonX2/2800
printer	19418	Pro	CNDF312596	HP	LaserJet Pro 400 Color M451dn
printer	17118	Pro	VNB3N10521	HP	LaserJet P1006
printer	16758	Pro	JE6G002640	Epson	TM-H600III (receipt printer)
printer	16760	Pro	JE6G002652	Epson	TM-H600III (receipt printer)
printer	17115	Pro	MY7389R1ZK	HP	DeskJet 6980
printer	17377	Pro	VNB3P03669	HP	LaserJet P1006
scanner	18038	Ken	9891	Fujitsu	fi-6240

Item	Tag No.	S/N	Item Description	Qty.
1	n/a	n/a	Surveying hubs - 12" - bundles of 50	89
2	n/a	n/a	Surveying hubs - 8" - bundles of 50	62
3	n/a	---	Slide hammer (to drive hubs)	1
4	n/a	n/a	Tripod legs	1
5	n/a	---	Frisco 15' surveying rod	1
6	n/a	n/a	Street broom cores - 96"	9
7	n/a	n/a	Pickup side tool boxes	3
8	n/a	H820 628788	Onan GenSet 3K diesel generator, Model 3.0DJA-3CE/2236V	1
9	n/a	---	Lincoln portable gas welder/generator, Model Weldanpower AC-225/DC-210/6, 16hp	1
10	n/a	n/a	2015 Shop built flatbed body, mounts on Ford F350/F450, set up for sign shop operation	1
11	n/a	---	1991 Autocrane, Model 3052-60-E-05-91 Utility bed	1
12	n/a	P980928253	Ammco B2900, 9,000 lb. two post car lift	1
13	n/a	---	2001 Cancade, 14.6' - 10 yard dump truck bed with hydraulics	1
14	n/a	---	2006 U.S. Mower, Inc. boom mower attachments with hydraulics, framework mounts to John Deere 6420 with grass and brush flail heads, including spare parts	2
15	0172	D0522FHA26161	1976 International truck, license C39775, miles 23,990	1
16	0516	1FTNF21588EB15695	2007 Ford F250 4X4, license 82133C, miles 109,346	1
17	0531	1GNdT33S692132311	2009 Chevrolet Trailblazer, license 83890C, miles 136,377	1
18	1025	1G2WJ52M9RF260500	1994 Pontiac Grand Prix, license 29333C, miles 119,698	1
19	1049	1FAFP52U5WG183663	1998 Ford Taurus, license 45142C, miles 83,927	1
20	1050	1FAFP52U7WG183664	1998 Ford Taurus, license 45143C, miles 98,727	1
21	1053	1FAFP52U4XG205959	1999 Ford Taurus, license 50031C, miles 50,845	1
22	1058	2G1WL52J1Y1234922	2000 Chevrolet Lumina, license, 54203C, miles 55,027	1

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE NUMBER 0000101, DEPARTMENT NUMBER 111.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor, File, LSK

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	1925	Overtime	\$2,000	512.400	1922	Judge Pro Tem	\$2,000
<b>TOTAL</b>			<b>\$2,000</b>	<b>TOTAL</b>			<b>\$2,000</b>

Explanation:

Transfer of funds to pay for Judge Pro Tem

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

c. Contract w/Booth & Sons  
Construction, Inc. for Tenant  
Improvements for WSU Extension

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>10/25/2016</u>	Execute Contract	<u>  X  </u>	Consent Agenda
Subject:	<u>WSU Tenant</u>	Pass Resolution	<u>      </u>	Public Hearing
	<u>Improvements</u>	Pass Ordinance	<u>      </u>	1st Discussion
Prepared by:	<u>Larry Hueter</u>	Pass Motion	<u>      </u>	2nd Discussion
Reviewed by:		Other	<u>None</u>	Other

**BACKGROUND INFORMATION**

The Board of Benton County Commissioners approved an architectural and engineering contract with Meier Enterprises, Inc. (Resolution 2016 516) for the design and engineering of the WSU Tenant Improvements at the Benton Franklin Health District Building. The Public Service Administrator proceeded with advertising bids from qualified General Contractors and bids were received on September 7, 2016 from five (5) bidders. Booth & Sons Construction, Inc. of Richland WA is the low responsive bidder (Resolution 2016 703) for this project.

**SUMMARY**

Booth & Sons Construction, Inc. has supplied Benton County with a signed contract and all the related documents for the creation of a Construction Contract. Included in this packet is the required liability insurance naming Benton County an additional insured. The packet also includes the required Payment and Performance Bonds.  
Booth & Sons Construction, Inc. base bid is One hundred twenty eight thousand three hundred dollars (\$128,300.00). Making the total contract amount One hundred twenty eight thousand three hundred dollars (\$128,300.00)

**RECOMMENDATION**

As an agenda item on the Consent Agenda, the Commissioners sign the Contract Agreement between Benton County and Booth & Sons Construction, Inc.

**FISCAL IMPACT**

\$128,300.00 to be appropriated from the \$192,660.00 budget included in Capital Programs.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BENTON COUNTY AND BOOTH & SONS CONSTRUCTION, INC. FOR THE TENANT IMPROVEMENTS FOR WSU COUNTY EXTENSION AGENCY AT BENTON FRANKLIN HEALTH DISTRICT BUILDING AT 7102 W. OKANOGAN PL., KENNEWICK, WA 99336**

**WHEREAS**, per Resolution 2016-703 dated September 20, 2016 the Board of Benton County Commissioners awarded the bid for the Tenant Improvement project at the Benton Franklin Health District Building to Booth & Sons Construction, Inc.

**WHEREAS**, the Public Services Administrator and Project Manager have prepared a contract with Booth & Sons Construction, Inc. and it has been approved as to form by the Prosecuting Attorney, signed by the contractor, and all required documents have been received; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby concurs with the recommendation and approves the attached Contract with Booth & Sons Construction, Inc. for construction of the WSU Tenant Improvement project at the Benton Franklin Health District Building; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the attached Contract with Booth & Sons Construction, Inc. in the amount of \$128,300.00 plus WSST; and

**BE IT FURTHER RESOLVED** that said contract shall begin immediately upon execution by both parties and expires 120 calendar days after the date the County issues a Notice to Proceed.

Dated this . . . . . day of . . . . . , 2016.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Attest: . . . . .  
Clerk of the Board

\_\_\_\_\_  
Constituting the Board of County  
Commissioners of Benton County,  
Washington

**CONTRACT AGREEMENT**

Benton County  
WSU Extension TI Project  
Kennewick, WA

**THIS CONTRACT AGREEMENT** (hereinafter the "Agreement") is made and entered into this \_\_\_\_\_ day of October, 2016, by and between **BENTON COUNTY** (hereinafter the "OWNER") and **BOOTH & SONS CONSTRUCTION, INC.** (hereinafter the "CONTRACTOR").

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

**ARTICLE 1 - WORK**

The CONTRACTOR agrees to sell and deliver to the OWNER, and the OWNER agrees to purchase and receive from the CONTRACTOR, the following services in accordance with the Contract Documents identified in Article 12 of this Agreement:

*Benton County, WSU Extension TI Project. Tenant Improvements to an 1,800 square foot room, formerly used as a storage room, located in the northwest corner of the first floor of the Benton-Franklin Health District building at 7102 W. Okanogan Pl., Kennewick, WA 99336, for use by Washington State University Extension staff.*

**ARTICLE 2 - PAYMENT PROCEDURE**

In consideration of the performance of the Work described in Article 1 of this Agreement, the OWNER agrees to pay the CONTRACTOR One hundred twenty eight thousand three hundred dollars (\$128,300.00). Monthly progress payments may be made by the OWNER to the CONTRACTOR. Within the first twenty (20) days of each calendar month, the OWNER may make a progress payment to the CONTRACTOR for construction accomplished during the preceding calendar month, pursuant to an Application for Payment submitted by the CONTRACTOR to the A/E on AIA Document G702 and AIA Document G703 and approved by the A/E solely for the purposes of payment; PROVIDED, HOWEVER, that the billing invoice shall be received by the OWNER not later than the first day of the month in which payment is expected. Approval of an Application for Payment by the A/E shall not be deemed approval of the workmanship or materials. No progress payments will be made until an approved Statement of Intent to Pay Prevailing Wages has been received by the OWNER. The CONTRACTOR must submit the Statement of Intent to Pay Prevailing Wages via <http://secureaccess.wa.gov/>, as well as forward a copy of the statement to the OWNER. Only ninety-five (95) percent of each progress payment approved prior to completion of the Project shall be paid by the OWNER to the CONTRACTOR. Five (5) percent of the amount of the progress payment shall be withheld until final acceptance of the Work is granted by the OWNER, an Affidavit of Wages Paid has been submitted to the OWNER, and all applicable releases from the Washington State Department of Revenue and the Washington State Department of Labor and Industries are received by the OWNER.

No payment shall be due while the CONTRACTOR is in default with respect to any of the provisions of this Agreement. The OWNER may withhold from the CONTRACTOR the amount of any claim by a third party against either the CONTRACTOR or the OWNER based on the alleged failure of the CONTRACTOR to perform the Work in accordance with the provisions of this Agreement.

ARTICLE 3 - TAXES

1. The amount of tax reported and paid by the CONTRACTOR to the Washington State Department of Revenue for any and all payments made to the CONTRACTOR for the Work performed under this Agreement shall be coded to the proper local or county authority by using the proper tax code location. Additionally, the CONTRACTOR shall require all subcontractors performing work under this Agreement to use the proper tax code location in reporting tax to the Washington State Department of Revenue for the payments they receive from the CONTRACTOR.
2. The CONTRACTOR, as a condition of receiving any retainage held under this Agreement, shall provide to the OWNER copies of all state tax returns showing that the tax has been reported in compliance with subsection (1) of this Article 3.

ARTICLE 4 - PREVAILING WAGES

The CONTRACTOR agrees that no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the prevailing wage rates for Benton County as determined by the industrial statistician of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for Benton County is included in the Contract Documents attached hereto and is incorporated herein by reference. The CONTRACTOR agrees to comply with Chapter 39.12 RCW, and all other applicable laws. Before payment of any funds will be made, the CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages for the labor classifications involved approved by the Washington State Department of Labor and Industries. The CONTRACTOR must submit the Statement of Intent to Pay Prevailing Wages via <http://secureaccess.wa.gov/>, as well as forward a copy of the statement to the OWNER.

ARTICLE 5 - EQUAL OPPORTUNITY

Unless exempted pursuant to the provisions of Executive Order 11246 of September 24, 1965, or the rules, regulations, and relevant orders of the Secretary of Labor thereunder, during the performance of this Agreement, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based on a bona fide occupational qualification, in accordance with applicable local, state, and federal laws, rules, and regulations. The CONTRACTOR will take affirmative action to ensure that applicants are employed and, during employment, employees are treated without regard to their age, race, color, religion, sex, national origin, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based on a bona fide occupational qualification. Such affirmative action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination, equal opportunity clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, national origin, honorably discharged

- veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based on a bona fide occupational qualification.
3. The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTOR's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the CONTRACTOR's non-compliance with the equal opportunity clause of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
  7. The CONTRACTOR will include the provisions of Subsections (1) through (7) of this Article 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, HOWEVER, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor, the CONTRACTOR may request Benton County to enter into such litigation to protect the interests of the county.

#### ARTICLE 6 - DRUG FREE WORKPLACE

The CONTRACTOR agrees to abide by the Drug Free Workplace Act of 1988. The CONTRACTOR will remove any employee from further work when it is determined that they are not fit for duty. The CONTRACTOR will include these provisions in each and every subcontract, so that such provisions will be binding upon each subcontractor. In the event the CONTRACTOR fails to comply with the requirements of this Article 6 or fails to enforce these requirements, then this Agreement may be immediately canceled upon written notification from the OWNER.

#### ARTICLE 7 - LIABILITY AND INSURANCE

The CONTRACTOR shall protect, hold free and harmless, defend, indemnify, and pay on behalf of the OWNER (including its officers, officials, employees, servants, and agents) all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, actions, suits, or judgments (including attorneys' fees and reasonable costs) resulting from injury, sickness, disability, or death sustained by any person (including the CONTRACTOR's employees) or damage to property of any kind which injury, sickness, disability, death, or damage arises out of or is in any way connected with the performance of the Work under this Agreement. The CONTRACTOR's agreement in this Article 7 to hold OWNER harmless shall apply to

any act or omission, willful misconduct or negligence, whether passive or active, except that this hold-harmless agreement shall not be applicable to injury, sickness, disability, death, or damage to property or persons arising from the sole negligence or the sole willful misconduct of the OWNER, or its officers, officials, employees, servants, agents, or independent contractors who are directly responsible to the OWNER. In any and all claims against the OWNER (including its officers, officials, employees, servants, and agents), the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR 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 Agreement, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions in this Article 7 shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. The CONTRACTOR's obligations under this Article 7 shall survive termination and expiration of this Agreement.

Prior to commencing the Work, the CONTRACTOR agrees to obtain and continuously carry, during the period this Agreement remains in force, such insurance as the OWNER considers necessary for the proper protection of the parties hereto and in forms approved by the OWNER. The CONTRACTOR's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the OWNER, and its elected and appointed officers, officials, employees, and agents. The CONTRACTOR's liability insurance policies must be endorsed to show this primary and noncontributory coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the OWNER shall be excess and not contributory to the CONTRACTOR's insurance policy. Minimum amounts and units of insurance coverage are required as follows:

1. **Commercial General Liability Insurance.** CONTRACTOR shall maintain commercial general liability coverage, written on an Occurrence Form and using Insurance Services Office "Commercial Liability" policy form CG 00 01 with an edition date prior to 2004, or the exact equivalent, with limits of no less than one million dollars (\$1,000,000) per occurrence for all covered losses and two million dollars (\$2,000,000) general aggregate.
2. **Professional Liability Insurance.** CONTRACTOR shall maintain professional liability insurance for any professional error, act, or omission arising out of the scope of the CONTRACTOR's services defined in this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The 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 Agreement. The policy shall be written subject to limits of not less than one million dollars (\$1,000,000) for each claim and in the aggregate.
3. **Automobile Liability Insurance.** The CONTRACTOR shall maintain during the life of the Agreement, automobile liability insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, hired autos (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 that may arise from the performance of this Agreement, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
4. **Workers Compensation.** The CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of Work under this Agreement,

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 Agreement. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the OWNER 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 OWNER incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the OWNER. 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 OWNER by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by OWNER to CONTRACTOR for performance of this Contract.

5. **Pollution Liability Insurance.** The CONTRACTOR shall maintain pollution liability insurance written on the CONTRACTOR's Pollution Liability form or other form acceptable to the OWNER, which must provide coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy shall be written subject to limits of not less than one million dollars (\$1,000,000) for each claim.
6. **Course of Construction Insurance.** The CONTRACTOR shall maintain course of construction insurance that provides for "all risk", including earthquake and flood coverage for the value of the building being re-roofed. Policies shall contain the following provisions: (1) the CONTRACTOR shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against the OWNER.
7. The CONTRACTOR shall pay all premiums and costs in connection with furnishing or providing all insurance required by this Article 7. All required insurance 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.
8. The CONTRACTOR shall require all insurance companies to name the OWNER (including its officers, officials, employees, servants, and agents) as an Additional Insured with a Cross Liability clause endorsed on liability insurance policies.
9. The CONTRACTOR shall require all insurance companies issuing policies of insurance that the CONTRACTOR is required hereunder to provide, to certify to the OWNER in writing that such policies have been issued, are in force, and will not be canceled for any reason (including non-payment of premium), annulled, materially altered, or reduced without first providing thirty (30) days written notice to the OWNER prior to cancellation or alteration. The CONTRACTOR shall not cancel policies of insurance required hereunder either before or after completion of the Work without the written consent of the OWNER. Certificates of Liability Insurance, with endorsements attached, are to be provided to the OWNER's authorized representative, designated in writing in accordance with Section 2.1.1 of the General Conditions. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County Risk Manager.

10. The CONTRACTOR further agrees that, in the event any Work to be performed under the Agreement is further sublet, the subcontractor shall comply with the insurance requirements set forth in this Article 7.
11. Compensation and/or payments due to the CONTRACTOR under this Agreement are expressly conditioned upon the CONTRACTOR's strict compliance with all insurance requirements. Payment to the CONTRACTOR may be suspended in the event of non-compliance with insurance requirements. Upon receipt of evidence establishing CONTRACTOR's compliance, suspended payments not otherwise subject to withholding or set-off will be released to the CONTRACTOR.
12. The CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy that 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.
13. A Cross Liability Endorsement shall be added to the liability insurance policy of the CONTRACTOR and any subcontractors of the CONTRACTOR.

#### ARTICLE 8 - CONTRACT TERMINATION

1. In the event that the CONTRACTOR violates any provisions of this Agreement, the OWNER may terminate the Agreement by serving upon CONTRACTOR a written notice of its intention to terminate, specifying the reasons for termination. Unless within ten (10) days after serving the notice upon the CONTRACTOR the violation(s) ceases and an arrangement to correct the violation(s) is made to the satisfaction of the OWNER, this Agreement shall cease and terminate upon the expiration of the ten-day period.
2. Termination of the Agreement is also governed by Article 14 of the General Conditions of the Contract for Construction as amended by the Supplementary Conditions.

#### ARTICLE 9 - A/E

The Project has been designed by Meier Architecture • Engineering (referred to as the "A/E"), who will assume all duties and responsibilities and will have the rights and authorities assigned to the A/E in the Contract Documents in connection with completion of the Work.

#### ARTICLE 10 - CONTRACT TIME

1. The CONTRACTOR shall complete the Work within 120 calendar days of the date the Project commences, as specified in the Notice to Proceed.
2. If the CONTRACTOR fails to complete the Work within the time specified in Subsection (1) of this Article 10, CONTRACTOR shall pay the OWNER Liquidated Damages of \$500.00 per day for each and every calendar day that the Work remains unfinished beyond the specified deadline. The CONTRACTOR hereby authorizes the OWNER to deduct any Liquidated Damages from amounts due, or that become due, to the CONTRACTOR. The CONTRACTOR further agrees that any such deductions shall not, in any degree, release him or her from any further obligations and liabilities under the Agreement.

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

In order to induce the OWNER to enter into this Agreement, the CONTRACTOR makes the following representations.

1. The CONTRACTOR has familiarized himself or herself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations which in any manner may affect cost, progress, or performance of the Work.
2. The CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies of such reports and related data as he or she deems necessary for the performance of the Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by the CONTRACTOR for such purposes.
3. The CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
4. The CONTRACTOR has given the A/E written notice of all conflicts, errors, or discrepancies that he or she has discovered in the Contract Documents. Any written resolution by the A/E of identified conflicts, errors, or discrepancies is acceptable to the CONTRACTOR.

ARTICLE 12 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between the OWNER and the CONTRACTOR, are attached to this Agreement, incorporated herein by reference, and consist of the following:

1. This Agreement.
2. Performance Bond(s).
3. Payment Bond(s).
4. Notice of Award.
5. Notice to Proceed.
6. General Conditions of the Contract for Construction (AIA Document A201 - 2007).
7. Supplementary Conditions.
8. Prevailing Wage Rates for Benton County, Washington.
9. Specifications bearing the title Benton County, WSU Extension TI Project.
10. Addendum Drawings bear the following general title: "Benton County, WSU Extension TI Project".

11. Addenda numbers 1 to 2, inclusive.
12. The CONTRACTOR's Bid.
13. Any Modification to this Agreement, including Change Orders, which are duly delivered after execution of Agreement.
14. Affidavit of Non-Collusion.
15. Anti-Discrimination Certificate.
16. Certificate(s) of Insurance for all required insurance policies.

There are no Contract Documents other than those listed in this Article 12 of the Agreement. The Contract Documents may only be altered, amended, or repealed by a Modification (as that term is defined in § 1.1.1 of the General Conditions).

#### ARTICLE 13 – AUTHORIZED REPRESENTATIVES

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

1. For CONTRACTOR:

Name: George Booth III  
Address: P.O. Box 608  
City, State, Zip: Richland, WA, 99352  
Phone: (509) 308-4338  
Fax: (509) 628-9851  
Email: georgeboothiii@boothandsons.com

2. For OWNER:

Name: Larry Hueter  
Address: 7122 W. Okanogan Pl.  
City, State, Zip: Kennewick, WA, 99336  
Phone: (509) 783-1310 ext. 5721  
Fax: (509) 736-2708  
Email: larry.hueter.co.benton.wa.us

#### ARTICLE 14 - MISCELLANEOUS

1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions as amended or supplemented by the Supplementary Conditions, shall have the meanings indicated in the General Conditions or the Supplementary Conditions.
2. No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that are or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in a written consent to an assignment, an

assignment of this Agreement will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

3. The OWNER and CONTRACTOR each binds himself or herself, and his or her partners, successors, assigns and legal representatives, to the other party hereto, and his or her partners, successors, assigns, and legal representatives, with respect to all covenants, agreements, and obligations contained in the Contract Documents.

**- This section left blank intentionally. -**

BENTON COUNTY - WSU EXTENSION TI DRAWING LIST

T101 TITLE SHEET  
A101 PARTIAL FLOOR & FLOORING PLAN  
A102 REFLECTED CEILING PLAN  
A401 INTERIOR ELEVATIONS  
A601 DOOR SCHEDULES AND DETAILS  
A701 SPECIFICATIONS  
M001 MECHANICAL NOTES AND LEGENDS  
M101 MECHANICAL PARTIAL FLOOR PLAN  
M501 MECHANICAL DETAILS  
M601 MECHANICAL SCHEDULES  
M701 MECHANICAL SPECIFICATIONS  
M702 MECHANICAL SPECIFICATIONS  
E001 GENERAL NOTES AND LEGEND  
E002 SCHEDULES  
E201 LIGHTING PLAN  
E301 POWER & SPECIAL SYSTEMS PLAN  
E601 ONE-LINE DIAGRAM  
E801 SPECIFICATIONS  
ED101 ELECTRICAL DEMO PLAN

BENTON COUNTY - WSU EXTENSION TI BID SPECIFICATION LIST

001113 Advertisement for Bid  
002113 Instructions to Bidders  
004100 Bid Form and Schedule  
004343 Prevailing Wage Rates for Benton County  
004519 Affidavit of Non-Collusion  
004536 Anti-Discrimination Certificate  
005000 Notice of Award  
005200 Contract Agreement  
005500 Notice to Proceed  
007000 General Conditions  
007300 Supplementary Conditions  
011000 Summary of Work  
012500 Substitution Procedure  
012600 Contract Modification Procedures  
012900 Payment Procedures  
013100 Project Management and Coordination  
013200 Construction Progress Documentation  
013300 Submittal Procedures  
014000 Quality Requirements  
014200 References  
016000 Product Requirements  
017300 Execution  
017700 Closeout Procedures  
017823 Maintenance Data

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to the OWNER, CONTRACTOR, and A/E. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR or by the A/E on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2016.

**OWNER: BENTON COUNTY**

**CONTRACTOR: BOOTH & SONS  
CONSTRUCTION, INC.**

\_\_\_\_\_  
Chairman, Board of County Commissioners

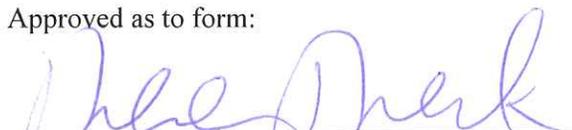
  
\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Title

(CORPORATE SEAL)

Approved as to form:

  
\_\_\_\_\_  
Benton County Deputy Prosecuting Attorney, Civil

**BID FORM**

PROJECT IDENTIFICATION: Benton County  
WSU Extension TI Project  
Kennewick, WA

THIS BID SUBMITTED TO: Attention: Larry Hueter  
Facilities Supervisor  
7122 W. Okanogan Pl. Bldg. A  
Kennewick, WA 99336

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract Agreement with Benton County in the form included in the Contract Documents, and to complete all Work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this Bid and the Contract Documents.
- 2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for thirty (30) days after the day of bid opening. The Bidder will sign the Contract Agreement within six (6) days after the date that Benton County issues the Notice of Award.
- 3. In submitting this Bid, the Bidder represents, as more fully set forth in the Contract Agreement, that:

A. Bidder has examined copies of all the Bidding Documents and Contract Documents and of the following Addenda, if issued. Receipt of Addenda is hereby acknowledged:

Date:	Number:
<u>8/23</u>	<u>1</u>
<u>9/2</u>	<u>2</u>
<u>          </u>	<u>          </u>

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- E. Bidder has given the A/E written notice of all conflicts, errors, ambiguities, or discrepancies in the Contract Documents; the written resolution thereof by A/E is acceptable to Bidder; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is

submitted.

- F. Where conflicts, errors, ambiguities, or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, errors, ambiguities, or discrepancies have not been resolved through the interpretations or clarifications of the A/E, as provided for in Section 4.0 of the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work or compliance with the more stringent requirement resulting in a greater cost.
- G. 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 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid. The Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. The Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Benton County.

- 4. The Bidder will complete the Work for the prices set forth in this Bid Form.
- 5. The Bidder agrees that the Work will be completed in accordance with the time schedule stated within the Contract Agreement. The Bidder accepts the provisions of the Contract Agreement as to liquidated damages, in the event of Bidder's failure to complete the Work on time.
- 6. The following documents are attached hereto and must be submitted in order for the Bid to be considered:
  - A. Bid Security: A certified check, cashier's check, bank draft, or money order payable to the Owner or a bid bond in the amount of five percent (5%) of the Bidder's max bid price.
  - B. Affidavit of Non-collusion.
  - C. Anti-Discrimination Certificate.

- 7. Communications concerning this Bid shall be addressed to the address of the Bidder indicated below:

Booth and Sons Construction inc.

---

PO Box 608 , Richland , WA 99352

---

georgeboothiii@boothandsons.com

---

Phone 509-308-4358 Fax 509-628-9851

- 8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract or Supplementary Conditions, or are otherwise defined in the Contract Documents, have the meanings assigned to them in the General Conditions, Supplementary Conditions, or other Contract Documents.

**BID SCHEDULE**

**Base Bid:** Tenant Improvements within an 1800 square foot former storage room located in the northwest corner of the Benton Franklin Health District Kennewick facility for use for the WSU Extension staff.

LUMP SUM (excluding sales tax) \$ 128,300<sup>00</sup>

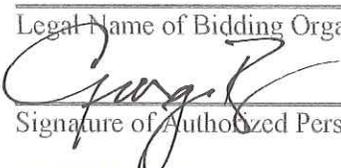
LUMP SUM (excluding sales tax), in words:  
ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED & <sup>00</sup>/<sub>100</sub>

SUBMITTED ON Sept 7, 2016

The party submitting this Bid, and who will enter into the Contract with Benton County if the Bid is accepted, is a Corporation, Partnership, or Individual doing business at the following address:

90611 E Reata RD.  
 \_\_\_\_\_  
 (Street)                      Kennewick                      WA                      99338  
 \_\_\_\_\_  
 (City)    (State)    (Zip Code)

The undersigned hereby certifies and represents to signing this Bid on behalf of the Bidder and is authorized to do so.

Booth and Sons Construction inc  
 \_\_\_\_\_  
 Legal Name of Bidding Organization  
  
 \_\_\_\_\_  
 Signature of Authorized Person  
George Booth III  
 \_\_\_\_\_  
 Partner of Firm or Official of Corporation  
President  
 \_\_\_\_\_  
 Title

# WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Booth & Sons Construction Inc  
PO Box 608  
Richland, WA 99352

**SURETY:**

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

**OWNER:**

(Name, legal status and address)

Benton County  
7122 W Okanogan PI Bldg A  
Kennewick, WA 99336

**BOND AMOUNT:**

5% Five Percent of Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

WSU Extension TI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of September, 2016.

Booth & Sons Construction Inc

(Principal)

(Seal)

By: \_\_\_\_\_

(Title)

WESTFIELD INSURANCE COMPANY

(Surety)

(Seal)

By: \_\_\_\_\_

Cheryl Moore

Attorney-in-Fact

(Title)



Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (10/2010)

General Power of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Cheryl Moore of Richland and State of WA their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: Bid Bond  
Principal: Booth & Sons Construction Inc  
Obligee: Benton County

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 1<sup>st</sup> day of April, A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus,  
National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 1<sup>st</sup> day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By: David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 7<sup>th</sup> day of September, A.D., 2016.



By: Frank Carrino  
Frank Carrino, Secretary

**AFFIDAVIT OF NON-COLLUSION**

Benton County  
WSU Extension TI Project  
Kennewick, WA

STATE OF WASHINGTON

Benton County

I, George Booth (Contractor), being first duly sworn, certify that the Bid submitted on the above-named project is a genuine Bid and not a sham or collusive Bid or a Bid made in the interest or on behalf of any person not named in the Bid. I further certify that Booth & Sons Construction, Inc (Company) has not directly or indirectly induced or solicited any other Bidder on the above-named project to put in a sham Bid or any other person or corporation to refrain from bidding, or in any manner sought by collusion to secure an advantage over any other Bidder.

Booth and Sons Const. inc.  
(Company Name)

[Signature]  
(Contractor's Signature)

George Booth III pres  
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 31 day of August, 2016

Hianna Lopez

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_



**ANTI-DISCRIMINATION CERTIFICATE**

Benton County  
WSU Extension TI Project  
Kennewick, WA

STATE OF WASHINGTON

Benton County

I, George Booth (Contractor), certify that no person will be discriminated against in the bidding of services and/or materials for the above-named project, and that \_\_\_\_\_ (Company) will not refuse employment to any person related to the Contract because of the person's race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. I acknowledge that any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Booth and Sons Construction Inc  
(Company Name)

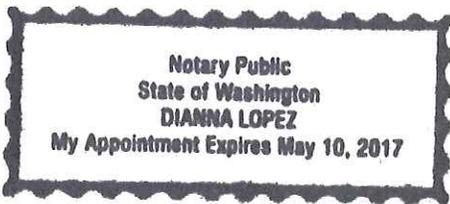
[Signature]  
(Contractor's Signature)

George Booth pres  
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1 day of Sep, 2016.

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at W. Richland





Project # 7991

9/7/2016

# Benton County - WSU Extension TI Bid Tabulation

Bids listed in the order in which received	Addendum #1	Addendum #2	Bid Security	Non-Collusion	Anti-Discrimination	Base Bid Lump Sum	
Contractor						WSU Extension TI	
VINCENT BROTHERS	✓	✓	✓	✓	✓	170,543.00	
INDUSTRIALS CONSTRUCTORS INC	✓	✓	✓	✓	✓	163,200.00	
BOOTH & SONS	✓	✓	✓	✓	✓	128,300.00	
CLIFF THORN CONST.	✓	✓	✓	✓	✓	153,677.00	
BANLIN CONSTRUCTION	✓	✓	✓	✓	✓	159,000.00	
Architects Estimate:						\$192,660.00	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage .....	2
2. Unintentional Failure to Disclose Hazards .....	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments .....	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations .....	10
8. Waiver of Subrogation .....	10
9. Automatic Additional Insured - Specified Relationships: .....	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property .....	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services: .....	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	14

#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

a. Bail bonds: \$ 1,000  
b. Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
  - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

**(2) Exclusions**

This insurance does not apply to:

**(a) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

- (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

**(4) Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**d. Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

**4. Supplementary Payments**

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
    - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b) Any express warranty unauthorized by you;

- c) Any physical or chemical change in the product made intentionally by the vendor;
  - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

#### 11. **Conformance to Specific Written Contract or Agreement**

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

- b. Include coverage for completed operations; or

- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

# Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 4453335

Conforms to Document A312™ - 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Booth & Sons Construction Inc  
PO Box 608  
Richland, WA 99352

### OWNER:

(Name, legal status and address)

Benton County  
7102 W Okanogan Pl  
Kennewick, WA 99336

### CONSTRUCTION CONTRACT

Date:

Amount: \$128,300.00

Description:

(Name and location)

WSU Extension TI Project

One Hundred Twenty Eight Thousand Three Hundred Dollars and 00/100

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### BOND

Date: September 13, 2016

(Not earlier than Construction Contract Date)

Amount: 128,300.00

One Hundred Twenty Eight Thousand Three Hundred Dollars and 00/100

Modifications to this Bond:

None

See Section 18

### CONTRACTOR AS PRINCIPAL

Company: Booth & Sons Construction Inc

(Corporate Seal)

### SURETY

Company: Westfield Insurance Company

(Corporate Seal)

Signature: \_\_\_\_\_

Name

Signature: \_\_\_\_\_

Name Cheryl Moore

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

and Title:

Attorney-in-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

PayneWest Insurance, Inc.

390 Bradley Boulevard

Richland, WA 99352



- 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1** Claimants, who do not have a direct contract with the Contractor,
    - .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2** have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2** Pay or arrange for payment of any undisputed amounts.
  - 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

**10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **16 Definitions**

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

General Power of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Cheryl Moore of Richland and State of WA their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: 4453335  
Principal: Booth & Sons Construction Inc  
Obligee: Benton County

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals o be hereto affixed this 1<sup>st</sup> day of April, A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:  
Dennis P. Baus,  
National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 1<sup>st</sup> day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 13<sup>th</sup> day of September, A.D., 2016.



By:   
Frank Carrino, Secretary

# Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 4453335

Conforms to Document A312™ - 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Booth & Sons Construction Inc  
PO Box 608  
Richland, WA 99352

### OWNER

(Name, legal status and address)

Benton County  
7102 W Okanogan Pl  
Kennewick, WA 99336

### CONSTRUCTION CONTRACT

Date:

Amount \$128,300.00

Description:

(Name and location)

WSU Extension TI Project

One Hundred Twenty Eight Thousand Three Hundred Dollars and 00/100

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### BOND

Date: September 13, 2016

(Not earlier than Construction Contract Date)

Amount \$128,300.00

Modifications to this Bond:

One Hundred Twenty Eight Thousand Three Hundred Dollars and 00/100

None

See Section 16

### CONTRACTOR AS PRINCIPAL

Company: Booth & Sons Construction Inc  
(Corporate Seal)

### SURETY

Company: Westfield Insurance Company

Signature: \_\_\_\_\_

Name

Signature: \_\_\_\_\_

Name Cheryl Moore

and Title:

Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY – Name, address and telephone)  
AGENT or BROKER.

PayneWest Insurance, Inc.  
390 Bradley Boulevard  
Richland, WA 99352

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party)



- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Definitions**
- 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
- 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

d. Contract w/SimplexGrinnell, LP for Fire Sprinkler Testing & Maintenance

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	10-25-16	Execute Contract	<u>X</u>
Subject:	<u>Contract award for Simplex Grinnell</u>	Pass Resolution	<u>X</u>
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	_____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	<u>X</u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

**BACKGROUND INFORMATION / SUMMARY**

While the Facilities Department is responsible for the maintenance, testing and certification of the fire sprinkler systems in various County buildings. This work is required to be performed by a licensed fire sprinkler technician.

Benton County Facilities solicited quotes from several service providers and only SimplexGrinnell provided a valid quote and two vendors declined to provide a quote:

SimplexGrinnell –	Spokane Valley, WA	\$8,000.00 base, not including WSST
Cascade Fire -	Kennewick, WA -	Declined
Pacific Fire Inspection -	Kennewick, WA -	Declined

Services will be provided at several locations including: Benton County Justice Center, Benton County Jail, Benton Franklin Health District and the Benton County Fairgrounds.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and SimplexGrinnell, LP of Spokane, WA.

**FISCAL IMPACT**

Total cost not to exceed \$34,999.00, including WSST and fees. This amount will average approximately \$10,000.00 per year for three years. Funding source will be Current Expense of the Facilities budget.

**MOTION**

Move to approve the attached Public Works contract between Benton County and SimplexGrinnell, LP of Spokane, WA, for fire sprinkler maintenance and testing.

# RESOLUTION

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

**IN THE MATTER OF EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND SIMPLEXGRINNELL, LP. FOR FIRE SPRINKLER SYSTEM TESTING AND MAINTENANCE SERVICES**

**WHEREAS**, the Facilities Department is responsible for the testing and maintenance of fire sprinkler systems maintenance and testing; and

**WHEREAS**, this work must be performed by a certified fire sprinkler company; and

**WHEREAS**, quotes were solicited from the several fire sprinkler testing companies and responses were received from:

-- SimplexGrinnell, LP	Kennewick, WA	\$8,000.00 base, not including WSST
-- Pacific Fire	Kennewick, WA	Declined
-- Cascade Fire	Kennewick, WA	Declined

and the quote received from SimplexGrinnell was a valid quote within the expected cost range; and

**WHEREAS**, the Facilities Manager recommends authorizing a Public Works contract between Benton County and SimplexGrinnell, LP of Spokane Valley, WA. to provide fire sprinkler testing and maintenance services to various Benton County locations; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the Public Works contract with SimplexGrinnell, LP. in the amount not to exceed \$34,999.00 including WSST; and

**BE IT FURTHER RESOLVED**, the Public Works contract will expire on December 31, 2019; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman to sign the agreement attached hereto.

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 **SIMPLEXGRINNELL, LP**, a limited partnership organized under the laws of the State of Delaware and registered to do business in the State of Washington, with its principal offices at 10010 E. Knox Avenue, Spokane Valley, WA 99206 (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 - Proposal from SimplexGrinnell, LP;
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts; and
- c. Exhibit C - Security Background Check Form.

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2019. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide as needed inspection, testing, certification, and repair services, as detailed in Exhibit A which is attached hereto and incorporated herein by reference, for fire suppression sprinkler systems and associated equipment and systems at all Benton County Facility locations throughout Benton County, Washington. 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. The CONTRACTOR may bill the 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, the 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 designee, prior to CONTRACTOR leaving the work site.

- b. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed upon by the parties.
- f. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Jamie Drowley, Project Coordinator  
10010 E. Knox Ave.  
Spokane Valley, WA 99206  
Phone: (509) 842-1203  
Fax: (509) 535-5623  
Email: jdrowley@simplexgrinnell.com

b. For COUNTY:

Dan Waggoner  
7122 W. Okanogan Place  
Kennewick, WA 99336  
Phone: (509) 222-3704  
Email: dan.waggoner@co.benton.wa.us

**5. COMPENSATION**

a. The CONTRACTOR shall be paid at the unit and hourly rates specified in Exhibit A, attached hereto and incorporated herein by reference, for performing as needed inspection, testing, certification, and repair services for Benton County fire suppression sprinkler systems and associated equipment and systems, as set forth in Section 3 of this Contract. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

a. The total amount payable by the COUNTY to the CONTRACTOR under this Contract may not exceed Thirty-Four Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents (\$34,999.00) including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will

not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. The CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the services portion of this Contract reaches eighty percent (80%) of the total amount payable so that approval and budgeting for additional payable amounts may be obtained, if appropriate. 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 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/>.

## **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 COUNTY as required in Section 3 of this Contract, "Services Provided". 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 in the form and manner required by RCW 39.12.040 to 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. CONTRACTOR may invoice the COUNTY for Washington State Department Labor and Industries Prevailing Wage filing fees for one Intent to Pay Prevailing Wage per year and one Affidavit of Wages Paid per site visit when billable work is performed. CONTRACTOR may also invoice the COUNTY for fees associated with fingerprinting for the purpose of obtaining CJIS Training and permits in accordance with Section 28.

**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 or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 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 the 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. **A Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from

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

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

The commercial general liability policy will contain an endorsement naming the COUNTY 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 are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY 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. 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 that 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 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 canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

#### **10. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and a Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the total amount payable by the COUNTY to the CONTRACTOR under Section 5 of this Contract 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 the 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 the 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 law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

**13. INSPECTION OF BOOKS AND RECORDS**

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

- a. The COUNTY may terminate this Contract, in whole or in part, whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days

written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, "Invoicing". Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which are 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 of this Contract. 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 that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

**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.

**28. BENTON COUNTY BACKGROUND CHECK**

- a. The CONTRACTOR and its employees, any subcontractors, and any subcontractor's employees who will be working onsite at the Benton County Justice Center in Kennewick, Washington, must each complete a Security Background Check form, attached hereto as Exhibit C and incorporated herein by reference. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The completed form must be either e-mailed to Bobbi.Romine@co.benton.wa.us or faxed to (509) 222-3745, attention: Bobbi Romine. The CONTRACTOR agrees to remove any of its employees or the employees of a subcontractor, prior to performance hereunder, if in the sole discretion of the COUNTY, the employee fails the Security Background Check. In addition, CONTRACTOR agrees to provide

the COUNTY notice if, during the performance of work hereunder, any of its employees or the employees of a subcontractor are charged with or convicted of any crime. Finally, if the CONTRACTOR, an employee, a subcontractor, or an employee of a subcontractor discovers that a friend or family member is in the custody of the Benton County Jail, he or she must immediately notify jail staff.

- b. In addition to the above, prior to performance hereunder, the CONTRACTOR and its employees, its subcontractors, and any subcontractor's employees who will be working onsite must appear in person at the Benton County Sheriff's Office and present to Records Staff government-issued identification and a check, cash, or money order in the amount of \$34.75 for livescan or \$52.75 if required to ink roll the fingerprint. This fee may be invoiced to the COUNTY for reimbursement. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Undersheriff for a determination of whether the individual will be allowed UNESCORTED access to the jail facility. For an employee of the CONTRACTOR with any felony convictions, the Washington State Patrol WSP ACCESS Section will also review the employee's conviction history and determine whether the employee will be allowed unescorted access to locations at the Benton County Justice Center that have access to the network housing the ACCESS program. Locations with such access include anything that connects to the COUNTY's network and the majority of computers within the jail and Sheriff's facility.
- c. The CONTRACTOR and its employees, its subcontractors, and any subcontractor's employees shall complete CJIS Online Training, a web-based training that is accessible from any computer with internet access. If a person has previously completed CJIS Online Training for another criminal justice agency, he or she will not need to repeat the training as the Records Sergeant will be able to locate the employee's

name in an online database.

The CONTRACTOR shall designate an individual for its company who will monitor and make sure that backgrounded employees complete the training prior to performance of this Contract. CONTRACTOR shall provide to Bobbi Romine at Bobbi.Romine@co.benton.wa.us the contact information for the individual designated to monitor and ensure employee training is complete. Ms. Romine will provide the individual with the website address and instructions for completing the training.

If the COUNTY determines that any individual performing work hereunder is required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Training course and have completed a fingerprint based criminal history check.

**- 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.

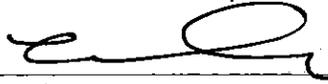
Date: \_\_\_\_\_

Date: 10/18/16

BENTON COUNTY

SIMPLEXGRINNELL, LP

\_\_\_\_\_  
Chairman  
Benton County Commissioner

  
\_\_\_\_\_  
Signature

Approved as to Form

\_\_\_\_\_  
Title: **Cindy Macdonald**  
**Total Service Manager**

  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
PRINTED NAME

## REQUEST FOR PROPOSAL

Project: Benton County Fire Suppression Sprinkler Systems and Hood Suppression Systems Inspection, Certification & Repair Services – 2016-2019 (36 month contract)

Owner: Benton County

Submit To: Dan Waggoner, Facilities Manager  
Benton County Facilities  
7122 W. Okanogan Place  
Kennewick, WA 99336

Proposals Due By: Thursday, September 1, 2016 at 4:00pm. –Proposals received after the time specified will be disregarded.

Submittal: Submittal must include a completed “Request for Proposal Form” Exhibit A of this document. Mail or deliver submittal to the address above. Proposal may alternatively be emailed to Dan.Waggoner@co.benton.wa.us

---

Benton County is soliciting proposals for inspection, certification and repair of Fire Suppression Sprinkler Systems and associated equipment and systems at various Benton County Facility locations throughout Benton County, Washington, primarily in Kennewick, Washington; and any other Benton County facility as needed. There are currently 25 systems (17-WET, 3-DRY, 5-PRE-ACTION) that require certification, the majority of which are located at the Benton County Justice Center complex in Kennewick, Washington. One wet system is located at the Benton County Fairgrounds. Also, all 25 systems require a **5-Year inspection** in 2016.

### SCOPE OF WORK:

The County requires and the CONTRACTOR agrees to perform the following services: inspect, test, certify and repair Fire Suppression Sprinkler Systems in accordance with local and state regulations. All work must be performed to industry standards by certified inspectors and/or technicians.

All inspections performed within the City of Kennewick require inspection reports be filed with [www.TegrisFire.com](http://www.TegrisFire.com), with a copy forwarded to the County's contract representative. The filing fees for this will be reimbursed by the County.

All work will be performed between the hours of 7:00am and 4:00pm, Monday through Friday.

**REQUEST FOR PROPOSAL AND ATTACHED EXHIBITS:**

This request for proposal consists of this document and the following exhibits:

- Exhibit A - Request for Proposal Form
- Exhibit B - "Sample" - Contract between County and Contractor
- Exhibit C - "Sample" - Certificate of Insurance
- Exhibit D - Prevailing Wage Rates as of August 19, 2016
- Exhibit E - Background Check Form

**CERTIFICATE OF INSURANCE:**

CONTRACTOR is required to maintain the insurance outlined in (Exhibit B), Section 9 and submit a certificate of insurance outlined in the "sample" Certificate of Insurance attached hereto referenced as (Exhibit C) if awarded the Contract.

**BOND:**

If awarded the Contract, The CONTRACTOR shall furnish Benton County with a Performance Bond as outlined in Section 10 of Exhibit B. If the total contract amount is less than \$35,000.00, a Letter in lieu of Bond may be submitted.

**BACKGROUND CHECK:**

All CONTRACTOR'S employees working on site will be required to pass a background check. See attached Exhibit E.

**PREVAILING WAGES:**

- a. Prevailing wages are required for this project. 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 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/>. The COUNTY agrees to reimburse actual costs for filing these forms. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after

completion of the work. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported.

This document and the materials enclosed herewith constitute an invitation to submit proposals only and do not represent an offer by Benton County. Only upon the County's acceptance of such offer by proposal award shall any contractual commitment be created.

Benton County reserves the right to reject all proposals and discontinue the process if it determines that such course of action is in the best interests of the County.

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount.

Should any discrepancies or omissions be found in this Request for Proposal, or there are any questions about the Request for Proposal, bidder should at once notify Dan Waggoner by telephone at (509) 222-3704 or by e-mail at [dan.waggoner@co.benton.wa.us](mailto:dan.waggoner@co.benton.wa.us). Written notice of changes or clarification to this RFP will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

**Request for Proposal Form  
Benton County Fire Suppression  
Fire Sprinkler Services**

COMPANY NAME AND ADDRESS:

Simplex Grinnell  
10010 E. Knox Ave  
Spokane Valley, WA 99216  
(509) 534-6055 office

Contact Phone Number: 509-220-5000

Contractor License Number: SIMPLL# 980CD

Washington UBI Number: 402/1334

**Exhibit A**  
**Page 2 of 2**

**UNIT and HOURLY RATES:**

Please provide billing rates for necessary services and repairs that are outside the scope of work consistent with this RFP. These rates shall not change during the term of the awarded contract. Additionally, any parts or supplies needed for repairs will be paid for by the County on an as-needed basis.

	<b>Annual</b>		
<b>Wet System Inspection (Qty:17)</b>	<b>2016-17:</b> <u>2380</u>	<b>2018:</b> <u>2380</u>	<b>2019:</b> <u>2380</u>
<i>5-Year Inspection</i>	2016:	<u>1530</u>	
<b>Dry System Inspection (Qty:3)</b>	<b>2016-17:</b> <u>720</u>	<b>2018:</b> <u>720</u>	<b>2019:</b> <u>720</u>
<i>5-Year Inspection</i>	2016:	<u>459</u>	
<b>Pre-Action System Inspection (Qty:5)</b>	<b>2016-17:</b> <u>1350</u>	<b>2018:</b> <u>1350</u>	<b>2019:</b> <u>1350</u>
<i>5-Year Inspection</i>	2016:	<u>765</u>	
<b>Maintenance and Repair Regular Hourly Rate</b>	<b>2016-17:</b> <u>90</u>	<b>2018:</b> <u>90</u>	<b>2019:</b> <u>90</u>
<b>Maintenance and Repair Overtime Hourly Rate</b>	<b>2016-17:</b> <u>135</u>	<b>2018:</b> <u>135</u>	<b>2019:</b> <u>135</u>
<b>Maintenance and Repair Weekend/Holiday Hourly Rate</b>	<b>2016-17:</b> <u>225</u>	<b>2018:</b> <u>225</u>	<b>2019:</b> <u>225</u>

**Fire Suppression Hood Systems Rate: (Parts and Materials billed separately)**

<u>345 annual</u>	<u>345 annual</u>	<u>345 annual</u>
<small>2016-17</small>	<small>2018</small>	<small>2019</small>
semi-ann insp	semi-ann inspec	semi-annual inspection

**Any Additional Costs such as travel, per diem, surcharges, etc.**

<u>90</u>	<u>90</u>	<u>90</u>
<small>2016-17</small>	<small>2018</small>	<small>2019</small>

\* 90/hour travel only applies to service work -  
 not for test & inspection



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> Cindy Stathos, Michael Stastny or Terryn Castanon <b>PHONE (A/C, No, Ext):</b> (844) 892-0092 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Please see bottom of 2nd page							
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Company	20702	INSURER C: Indemnity Insurance Company of North America
INSURER(S) AFFORDING COVERAGE	NAIC #							
INSURER A: ACE American Insurance Company	22667							
INSURER B: ACE Fire Underwriters Insurance Company	20702							
INSURER C: Indemnity Insurance Company of North America	43575							
<b>INSURED</b> SimplexGrinnell LP 10010 E. Knox Suite 100 Spokane, WA 99206 United States								

**COVERAGES**

CERTIFICATE NUMBER: 1543869 - A

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	HDO G27400358	10/1/2015	10/1/2016	EACH OCCURRENCE \$ \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000.00 MED EXP (Any one person) \$ \$10,000.00 PERSONAL & ADV INJURY \$ \$1,000,000.00 GENERAL AGGREGATE \$ \$2,000,000.00 PRODUCTS - COMP/OP AGG \$ \$2,000,000.00 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ISA H08859905 (Excludes NH) ISA H08859917 (NH)	10/1/2015 10/1/2015	10/1/2016 10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NEW HAMPSHIRE (CSL) \$ \$250,000.00
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE PRODUCTS - \$ NEW HAMPSHIRE (CSL) \$
A B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C48592284 (AZ, CA, MA) SCF C48592296 (WI) WLR C48592272 (All Other States)	10/1/2015 10/1/2015 10/1/2015	10/1/2016 10/1/2016 10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$2,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ \$2,000,000.00 E.L. DISEASE - POLICY LIMIT \$ \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Benton County - General Services

Please refer to attached ACORD 101 for further remarks.

**CERTIFICATE HOLDER**
 Benton County  
 7122 W Okanogan Place  
 Kennewick, WA 99336  
 United States
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

  
 MARSH USA INC. BY:  
 Matthew Ferry, Casualty Program

© 1988-2014 ACORD CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED SimplexGrinnell LP 10010 E. Knox Suite 100 Spokane, WA 99206 United States	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

**REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

**REGARDING ADDITIONAL INSURED STATUS:**

In accordance with the policy provisions, Benton County is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Benton County.

In accordance with the policy provisions, coverage afforded to an additional insured will apply as primary insurance where required by contract entered into by the named insured and the Benton County. Any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Other Additional Insureds: Benton County and its elected and appointed officials, employees, and agents

**REGARDING WAIVER OF SUBROGATION:**

In accordance with the policy provisions, the Waiver of Subrogation applies per contract or agreement entered into by the named insured and Benton County.

**FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:**  
Erin Cazier (Email: [ecazier@simplexgrinnell.com](mailto:ecazier@simplexgrinnell.com) Phone: 206-291-1400)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®  
Business Process Automation for Risk Management, Insurance, and Trade Finance  
To learn what EXIGIS can do for your business visit [exigis.com](http://exigis.com) or call 800.928.1963

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

Named Insured Tyco International Management Company, LLC			Endorsement Number 5
Policy Symbol HDO	Policy Number G27400358	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:  
Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

*David A. Feliciano*

\_\_\_\_\_  
Authorized Agent

### NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Tyco International Management Company, LLC			Endorsement Number 3
Policy Symbol ISA	Policy Number H08859905	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

Schedule

Organization

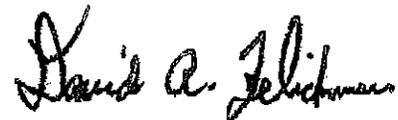
Additional Insured Endorsement

All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title

*(If no information is filled in, the schedule shall read: All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.



\_\_\_\_\_  
Authorized Representative

POLICY NUMBER: HDO G27400358

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Tyco International Management Company, LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H08859905	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**  
**TRUCKERS COVERAGE FORM**  
**MOTOR CARRIER COVERAGE FORM**  
**GARAGE COVERAGE FORM**  
**EXCESS BUSINESS AUTO COVERAGE FORM**  
**EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

*David A. Felichman*

---

Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Person Or Organization:</b> Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
---

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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: 10/6/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Benton	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$53.00	<u>7J</u>	<u>1R</u>	



**ADVERSE HISTORY INFORMATION**

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?
- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?
- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?
- If answered yes, please describe the circumstances surrounding the incident.
- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

**CONTINUING NATURE OF ADVERSE HISTORY INFORMATION**

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

**POTENTIAL DISQUALIFIERS**

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

**I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*A minimum of two business days required for processing.*

**Do Not Write Below This Line**

**Comments:**

**COMPLETED BY AND DATE:**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date 10/18/16	Execute Contract <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
Subject: Frontier Fence	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
Prepared by: J. Donley	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
Reviewed by: P.Schut	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
	Other <input type="checkbox"/>	Other <input type="checkbox"/>

**BACKGROUND INFORMATION**

A fence at the Benton County Fairgrounds was damaged in a car accident. A claim was filed and received from the driver’s insurance company. The Fairgrounds Office Manager solicited quotes from the following companies for the repair of the damaged fence at the Benton County Fairgrounds.

- Frontier Fence, Inc – Pasco, WA. - \$7,006.87 including w.s.s.t
- Summit Fence Company, LLC- Lacey, WA. – did not respond
- Fencing and Awning – Moxee, WA. – did not respond

Proposals were reviewed and the recommendation is to move forward with a contract for said services with Frontier Fence, Inc. as the lowest bidder.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and Frontier Fence, Inc.

**FISCAL IMPACT**

Not to exceed \$7,006.87 including W.S.S.T to be paid from Fairgrounds O & M 0124101

**MOTION**

Move to approve the attached contract between Benton County and Frontier Fence, Inc.

# RESOLUTION

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

**IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND FRONTIER FENCE, INC., FOR REPAIR OF A DAMAGED FENCE AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, Per Resolution 2012-677, any public works services or materials involving less than \$40,000 may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, proposals were solicited and received from the following contractors:

- **Frontier Fence, Inc – Pasco, WA. - \$7,006.87 including w.s.s.t**
- **Summit Fence Company, LLC- Lacey, WA. – did not respond**
- **Fencing and Awning – Moxee, WA. – did not respond**

And;

**WHEREAS**, the Benton County Fairgrounds Office Manager reviewed the quotes and recommends awarding the repair of a damaged fence at the Benton County Fairgrounds to Frontier Fence, Inc. as the lowest bidder for an amount not to exceed \$7,006.87 including W.S.S.T. **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the repair of a damaged fence at the Benton County Fairgrounds to Frontier Fence, Inc., for a contract amount not to exceed \$7,006.87 including W.S.S.T; and

**BE IT FURTHER RESOLVED** the contract shall begin upon execution by both parties and expire on December 31st, 2016; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman to sign the service agreement 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**

**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 **FRONTIER FENCE, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 2516 N. Commercial, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Bid from Frontier Fence, Inc.
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 30, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide fencing materials and repair two sections of damaged fencing at the Benton County Fairgrounds located at 1500 S. Oak Street, Kennewick, Washington 99337, including repairing damage to a chain-link fence and replacing an existing gate with a thirty foot (30") wide double gate, in accordance with the CONTRACTOR's bid attached as Exhibit A and incorporated herein by reference. In the event that the requested work encompasses work that is

legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter, upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY 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 to by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Ken Bush  
2516 N. Commercial  
Pasco, WA 99301  
Phone: 509-545-1801  
Fax: 509-545-3187

- b. For COUNTY:

John Donley  
1500 S Oak St., Building 20  
Kennewick, WA 99337  
Phone: 509-222-3751  
Fax: 509-582-1894  
Email: john.donley@co.benton.wa.us

5. **COMPENSATION**

- a. The CONTRACTOR shall be paid for providing fencing materials and repairing two sections of damaged fencing at the Benton County Fairgrounds, as set forth in Section 3 of this Contract. 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 Seven Thousand Six Dollars and Eighty-Seven Cents (\$7,006.87), 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 in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's Contract Representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid in compliance with prevailing wage requirements, pre-certified by the Washington State Department of Labor and Industries, directly to COUNTY's Contract Representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and

Industries. No final payment will be made until such affidavit is provided.

**6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in Section 3, "Services Provided". 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 in the form and manner required by RCW 39.12.040 to COUNTY'S Contract Representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY, and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

**7. AMENDMENTS AND CHANGES IN WORK**

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

COUNTY.

**8. HOLD HARMLESS AND INDEMNIFICATION**

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

negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to the 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 must contain an endorsement naming the COUNTY, and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

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

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

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, 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, and its officers, officials, employees, or agents.

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington 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 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 canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, or 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 of this Contract.
3. All written notices provided under this Section 9 and notice of cancellation or change of required insurance coverages must be mailed to the COUNTY's Contract Representative referenced in Section 4 of this Contract.

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

#### **10. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the total contract sum set forth in Section 5, 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 total contract sum for a period of thirty (30) days after date of final acceptance of the work, 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 in this Section, must be received by COUNTY within ten (10) days following 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-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, 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, be deemed 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 that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

**13. INSPECTION OF BOOKS AND RECORDS**

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

**14. CHOICE OF LAW AND JURISDICTION**

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

**15. SUCCESSORS AND ASSIGNS**

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

**16. TERMINATION**

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

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, attached hereto and incorporated by reference herein, shall be paid to all employees, agents, subcontractors, or sub-subcontractors who do any work for the CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that the signed agreement is submitted to the COUNTY prior to the subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries website, is provided for informational purposes only, and the 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 the inaccuracy or ambiguity. 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, 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 promptly or other appropriate action may be taken promptly. 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 of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three (3) days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

**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 regular purge schedule.

**25. PUBLIC RECORDS ACT**

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

**26. SURVIVABILITY**

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

**27. CONFIDENTIALITY**

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

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

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

Date: \_\_\_\_\_

Date: 10-5-14

**BENTON COUNTY**

**FRONTIER FENCE, INC.**

\_\_\_\_\_  
Chairman  
Benton County Commissioner

Heather Freeman  
Signature  
VP

Approved as to Form

Title:

[Signature]  
Civil Deputy Prosecuting Attorney

Heather Freeman  
PRINTED NAME

# Frontier FENCE INC.

(509) 545-1801

P.O. BOX 930 • 2516 N. COMMERCIAL • PASCO, WA 99301-0930  
 FAX: (509) 545-3187 • www.frontierfenceinc.com  
 CONT. NO. WA: FRONTF\*258BH • OR: 15558

CUSTOMER NAME

Benton County FAIR GROUNDS

ADDRESS

1500 S. OAK STREET BLDG #20

CITY

ST

Zip

Kennewick way 99337

38203

PROPOSAL / CONTRACT

JOB NO.

HOME PHONE

222-3751

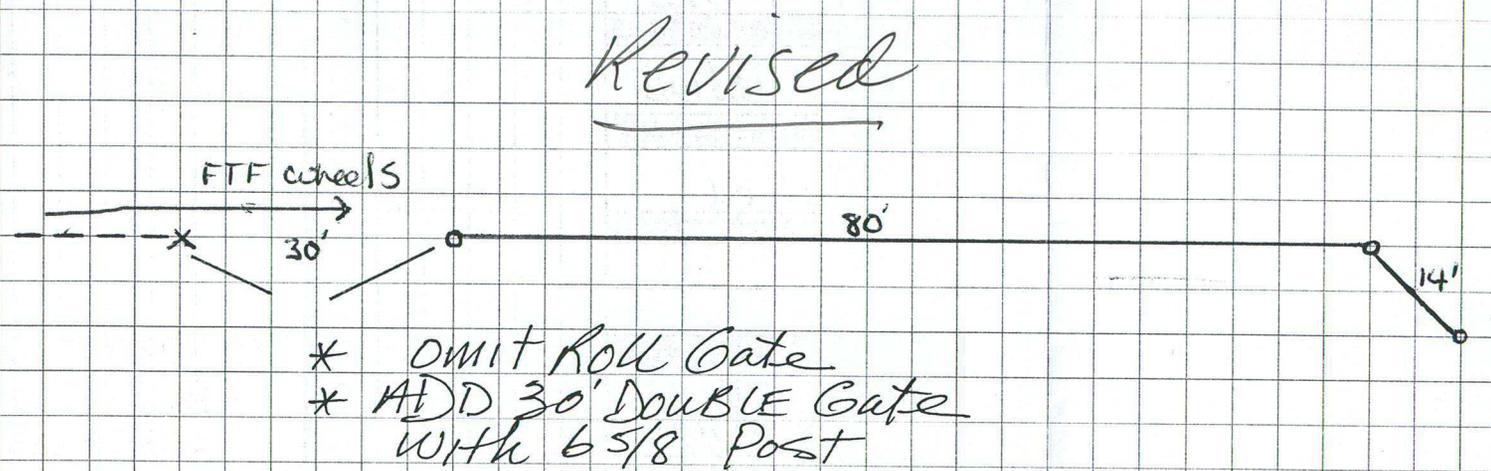
WORK PHONE

DATE

4-1-2016

FAX

LENGTH	HEIGHT
124	6+3
WALK GATE	DRIVE GATE
/	30' ROLL
STYLE	
GALV. CL.	
WOOD	
STEEL	
WIRE GA.	11
TERMINAL POSTS	2 7/8" 40
LINE POSTS	2 3/8" 030
TOP RAIL	1 5/8" 065
GATE POST	2 7/8" 40
TEN. WIRE	12 1/2
MOW STRIP	NO
FACING	OUT
U.G. UTILITIES	
YES	NO
	DATE
FILE NO.	



COPY

Customer hereby assumes full responsibility for the location of the property line on which fence is to be installed. Contractor not liable for damage to underground sprinklers. Repairs will be billed at time and materials.

SPECIAL INSTRUCTIONS

CUSTOMER SIGNATURE

SALES REP. *KRB*

ESTIMATE IS GOOD FOR A PERIOD OF  
30 days

Customer agrees to pay for said fence in full upon completion. There are no finance charges in this transaction and payment is to be paid in full, not in installments and no credit is extended herein.

Collateral: The customer hereby grants a security interest in the above described property (herein called the "collateral") to Frontier Fence, Inc. to secure payment of the contract price. If the customer defaults, Frontier Fence, Inc. is hereby authorized to enter the customer's premises and to take possession of the collateral without notice or demand and without legal proceedings. If legal proceedings are necessary the customer agrees to pay all costs and expenses of suit including reasonable attorney fees incurred by Frontier Fence, Inc.

SUB TOTAL	5550
PERMIT	
TAX	477 30
TOTAL	6027 30

# Frontier FENCE INC.

(509) 545-1801

P.O. BOX 930 • 2516 N. COMMERCIAL • PASCO, WA 99301-0930  
 FAX: (509) 545-3187 • www.frontierfenceinc.com  
 CONT. NO. WA: FRONTF\*258BH • OR: 15558

CUSTOMER NAME <i>Benton County Fairgrounds</i>		38518 PROPOSAL / CONTRACT	
ADDRESS <i>1500 SO OAK Bldg 20</i>		JOB NO.	
CITY <i>KENNEWICK</i>	ST <i>99337</i>	Zip	HOME PHONE
		WORK PHONE	DATE <i>7-15-16</i>

LENGTH	HEIGHT
WALK GATE	DRIVE GATE
STYLE	
WOOD	
STEEL	
WIRE GA.	
TERMINAL POSTS	
LINE POSTS	
TOP RAIL	
GATE POST	
TEN. WIRE	
MOW STRIP	
FACING	
U.G. UTILITIES	
YES	NO
DATE	
FILE NO.	

*TREVOR 727-5249  
 JOHN 727-5703*

*Repair DAMAGED  
 CHAIN-LINK fence*

*Post  
 FABRIC  
 TOP RAIL  
 Etc.*

*PLUS TAX*

**Customer hereby assumes full responsibility for the location of the property line on which fence is to be installed. Contractor not liable for damage to underground sprinklers. Repairs will billed at time and materials.**

SPECIAL INSTRUCTIONS

CUSTOMER SIGNATURE

SALES REP.

ESTIMATE IS GOOD FOR A PERIOD OF

*Ken*

Customer agrees to pay for said fence in full upon completion. There are no finance charges in this transaction and payment is to be paid in full, not in installments and no credit is extended herein.

Collateral: The customer hereby grants a security interest in the above described property (herein called the "collateral") to Frontier Fence, Inc. to secure payment of the contract price. If the customer defaults, Frontier Fence, Inc. is hereby authorized to enter the customer's premises and to take possession of the collateral without notice or demand and without legal proceedings. If legal proceedings are necessary the customer agrees to pay all costs and expenses of suit including reasonable attorney fees incurred by Frontier Fence, Inc.

SUB TOTAL	<i>902.00</i>
PERMIT	
TAX	<i>77.57</i>
TOTAL	<i>979.57</i>

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: 10/7/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note
Benton	<a href="#">Fence Erectors</a>	Fence Erector	\$29.15		<u>1</u>	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>Third Amendment to Agreement #ESG-DVS-2015 between Benton and Franklin Counties Department of Human Services and Domestic Violence Services of Benton and Franklin Counties</u></p> <p><b>Prepared by:</b>            Deena Horton, Admin Asst.-DHS</p> <p><b>Reviewed by:</b>            Kyle Sullivan, Administrator-DHS</p>	<p><b>Execute Amendment</b>    <u>  X  </u></p> <p><b>Pass Resolution</b>        <u>  X  </u></p> <p><b>Pass Ordinance</b>         _____</p> <p><b>Pass Motion</b>             _____</p> <p><b>Other</b>                        _____</p>		<p><b>Consent Agenda</b>         <u>  X  </u></p> <p><b>Public Hearing</b>            _____</p> <p><b>1st Discussion</b>            _____</p> <p><b>2nd Discussion</b>            _____</p> <p><b>Other</b>                        _____</p>	

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services currently contracts with Domestic Violence Services of Benton and Franklin Counties (Grantee) for the purpose of Eligible Facility Support, Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant.

The purpose of this Third Amendment is a result of additional funding becoming available to assist Domestic Violence Services of Benton and Franklin Counties (DVSBF) with transitional housing costs.

**COORDINATION**

Janet Taylor, FCPA  
 Kyle Sullivan, DHS  
 Jennifer Chapa-DHS

**SUMMARY**

**Award:** Increase the contract by \$30,000.00 for a new contract total of \$59,973.  
**Period:** Date of execution to June 30, 2017  
**Funding Source:** Washington State Department of Commerce

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this agreement 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.

**MOTION**

To approve signing a Third Amendment to Agreement #ESG-DVS-2015 with Domestic Violence Services of Benton and Franklin Counties, and to authorize the Chair to sign on behalf of the Board.

\_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 392

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

**IN THE MATTER OF EXECUTING A THIRD AMENDMENT TO AGREEMENT #ESG-DVS-2015  
BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES  
AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES (DVSBF)**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Domestic Violence Services of Benton and Franklin Counties (DVSBF) to provide services through the Emergency Solutions Grant (ESG) approved by Benton County Resolution No. 2015 137 and Franklin County Resolution No. 2015 049; and

**WHEREAS**, the purpose of this Third Amendment is to increase the contract total by \$30,000 for a new maximum contract amount of \$59,973;

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

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of Franklin County Commissioners be, and hereby are, authorized to sign, on behalf of their respective county, a Third Amendment to Agreement #ESG-DVS-2015, to amend the contract total by \$30,000 for a new maximum contract amount of \$59,973;

**BE IT FURTHER RESOLVED**, all other provisions set forth in the underlying Agreement remain in full force and effect until June 30, 2017.

Dated this.....day of ....., 2016

Dated this 12.....day of OCTOBER, 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: Karin Milham  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Third Amendment to  
Agreement #ESG-DVS-2015**

This Third 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 4<sup>th</sup> 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 **Domestic Violence Services of Benton and Franklin Counties (DVSBF)**, a nonprofit social service organization, with its principal offices at 3311 W. Clearwater, Suite C-140, Kennewick, WA 99336 (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](mailto:kyle.sullivan@co.benton.wa.us)

**Grantee Contact Information:**  
 Dan Aspiri, Executive Director  
 Domestic Violence Services  
 3311 W. Clearwater, Ste. C-140  
 Kennewick, WA 99336  
 Phone: 509.735.1295  
 E-Mail: [dan.a@dvsbf.org](mailto:dan.a@dvsbf.org)

Agreement 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.....\$30,000.00

Attachments incorporated into this Third 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:**



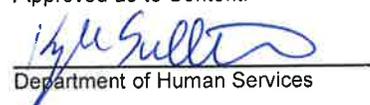
Title: Executive Director Date 10-3-16

**For Benton County:**

\_\_\_\_\_  
 Benton County Commissioners Date Attest: Clerk of the Board

**For Franklin County:**

 10-12-2016  
 Franklin County Commissioners Date Attest: Clerk of the Board

Approved as to Content: Approved as to Form: Approved as to Form:  
 Department of Human Services  
 \_\_\_\_\_ Benton County Prosecutor's Office  
 Franklin County Prosecutor's Office

**PURPOSE**

The purpose of this Third Amendment is to increase the contract total by \$30,000 for a new maximum contract amount of \$ 59,973.

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

## ESG 2015 Budget - DVS

Item and Narrative	ESG Request
<b><u>Support Services</u></b>	
Case Management Services by Shelter Program Staff	\$58,200.00
SUB-TOTAL	\$58,200.00
<b><i>Administration (limited to 3% of monthly billable direct and program support services)</i></b>	\$1773.00
<b>Total</b>	<b>\$59,973.00</b>

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	
<b>Meeting Date:</b> October , 2016	Execute Lease Assignment	<input checked="" type="checkbox"/>
<b>Subject:</b> Records Transfer Agreement between Benton Franklin Department of Human Services and Greater Columbia Behavioral Health.	Pass Resolution	<input checked="" type="checkbox"/>
<b>Prepared by:</b> Deena Horton, Admin Assist-DHS	Pass Ordinance	<input type="checkbox"/>
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	Pass Motion	<input type="checkbox"/>
	Other	<input type="checkbox"/>
	Consent Agenda	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>
	1st Discussion	<input type="checkbox"/>
	2nd Discussion	<input type="checkbox"/>
	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

On September 30, 2016 at 11:59pm the County will cease providing community behavioral health services on behalf of Greater Columbia Behavioral Health (GCBH) and Our Lady of Lourdes Hospital at Pasco, d/b/a Lourdes Counseling Center, pursuant to a separate program agreement with GCBH will begin providing the community behavioral health services previously provided by the County. County agrees to transfer to GCBH on or within a reasonable time after, September 30, 2016, an electronic copy of all clinical records created or maintained with funding from GCBH and held in accordance with County's records retention schedule. GCBH has directed County to deliver the electronic records to Lourdes Counseling Center. Who will accept transfer of records on behalf of GCBH. GCBH agrees to defend, indemnify, and hold harmless County.

**COORDINATION**

Michaela Murdock, BCPA  
Janet Taylor, FCPA  
Kyle Sullivan, DHS

**SUMMARY**

**Award:** None  
**Period:** None  
**Funding Source:** None

**RECOMMENDATION**

- Approve the Resolution and sign the Records Transfer Agreement that transfers an electric copy of all clinical records created or maintained with funding from GCBH.

**FISCAL IMPACT**

**There is no impact on the current expense budget.**

**MOTION**

\_\_\_\_\_  
Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 395

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

**IN THE MATTER OF EXECUTION OF THE RECORDS TRANSFER AGREEMENT BETWEEN THE BENTON FRANKLIN DEPARTMENT OF HUMAN SERVICES AND GREATER COLUMBIA BEHAVIORAL HEALTH.**

**WHEREAS**, pursuant to multiple, successive program agreements for the provision of community behavioral health services, COUNTY, on behalf of GCBH, created or maintained numerous clinical records containing protected healthcare information; and

**WHEREAS**, on September 30, 2016, at 11:59 p.m., COUNTY will cease providing community behavioral health services on behalf of GCBH, and Our Lady of Lourdes Hospital at Pasco, a not-for-profit corporation d/b/a Lourdes Counseling Center, pursuant to a separate program agreement with GCBH will begin providing the community behavioral health services previously provided by COUNTY, effective October 1, 2016 at 12:00 a.m.; and

**WHEREAS**, COUNTY and GCBH wish to ensure continuity of care for patients who receive services from providers contracted through GCBH, while also ensuring that protected health care information is properly used, disclosed, retained, and disposed of in accordance with federal, state, and local laws, rules, and regulations, and other applicable law; and

**WHEREAS**, RCW 70.02.050 authorizes transfer of records to a provider to ensure continuity of care and applicable GCBH contracts mandate transfer of records for continuity of care; NOW THEREFORE

**BE IT RESOLVED**, that the Boards of Benton County and Franklin County Commissioners hereby accept the proposed that the COUNTY agrees to transfer to GCBH on, or within a reasonable time after, September 30, 2016, an electronic copy of all clinical records created or maintained with funding from GCBH and held in accordance with COUNTY's records' retention schedule. GCBH has directed COUNTY to deliver the electronic records to Lourdes Counseling Center. Who will accept transfer of the records on behalf of GCBH. GCBH agrees to defend, indemnify, and hold harmless COUNTY

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Records Transfer Agreement.

Dated this ..... day of ..... , 2016

Dated this 12. day of . OCTOBER ., 2016

\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

  
\_\_\_\_\_  
Chair Pro Tem

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

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

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

Originals (3): Benton County, Franklin County, Human Services

## **RECORDS TRANSFER AGREEMENT**

**THIS RECORDS TRANSFER AGREEMENT** (“AGREEMENT”) is entered into effective upon the signature of the parties, between **GREATER COLUMBIA BEHAVIORAL HEALTH** (“GCBH”), a behavioral health organization designated by the State of Washington with its principal offices at 101 N. Edison Street, Kennewick, WA 99336, and **BENTON COUNTY**, a political subdivision of the State of Washington with its principal offices at 620 Market Street, Prosser, WA 99350, and **FRANKLIN COUNTY**, a political subdivision of the State of Washington with its principal offices at 1016 N. 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 located at 7102 W. Okanogan Place, Suite 201, Kennewick, WA 99336 (collectively referred to as “COUNTY”).

**WHEREAS**, pursuant to multiple, successive program agreements for the provision of community behavioral health services, COUNTY, on behalf of GCBH, created or maintained numerous clinical records containing protected healthcare information;

**WHEREAS**, on September 30, 2016, at 11:59 p.m., COUNTY will cease providing community behavioral health services on behalf of GCBH, and Our Lady of Lourdes Hospital at Pasco, a not-for-profit corporation d/b/a Lourdes Counseling Center, pursuant to a separate program agreement with GCBH will begin providing the community behavioral health services previously provided by COUNTY, effective October 1, 2016 at 12:00 a.m.; and

**WHEREAS**, COUNTY and GCBH wish to ensure continuity of care for patients who receive services from providers contracted through GCBH, while also ensuring that protected health care information is properly used, disclosed, retained, and disposed of in accordance with federal, state, and local laws, rules, and regulations, and other applicable law; and

**WHEREAS**, RCW 70.02.050 authorizes transfer of records to a provider to ensure continuity of care and applicable GCBH contracts mandate transfer of records for continuity of care;

**NOW, THEREFORE**, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. TRANSFER OF RECORDS**

- a. COUNTY agrees to transfer to GCBH on, or within a reasonable time after, September 30, 2016, an electronic copy of all clinical records created or maintained with funding from GCBH and held in accordance with COUNTY’s records’ retention schedule.

GCBH has directed COUNTY to deliver the electronic records to Lourdes Counseling Center, who will accept transfer of the records on behalf of GCBH.

- b. GCBH agrees to assume control of the electronic records and to ensure that those records are stored, used, and retained in accordance with federal, state, and local laws, rules, and regulations, and any other applicable law.
- c. GCBH agrees to honor all lawful requests for release of any record or information contained in the electronic records provided by COUNTY.

**2. INDEMNIFICATION**

- a. GCBH agrees to defend, indemnify, and hold harmless COUNTY and its elected and appointed officials, employees, agents, licensees, and representatives from and against any and all suits, claims, actions, liabilities, losses, costs, penalties, damages, attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injury, sickness, disability, or death of any and all persons (including third-parties) or damage to or destruction of any property or business (including, without limitation, GCBH or COUNTY's property), or any other activity or omission that results in civil liability of any type, in any manner caused by or arising in connection with the transfer of records by COUNTY to GCBH pursuant to this Agreement. PROVIDED that GCBH's obligation hereunder shall not extend to injury, sickness, death, or damage caused by the sole negligence of COUNTY.
- b. When any suit, claim, action, or liability is asserted against COUNTY, COUNTY shall provide GCBH with reasonably timely notice of the suit, claim, action, or liability in writing. Thereafter, GCBH shall at its own expense defend, protect, and hold harmless COUNTY against the suit, claim, action, or liability. If GCBH fails to defend, indemnify, or hold harmless COUNTY, COUNTY shall have full rights to defend, pay, or settle the suit, claim, action, or liability on its own behalf without notice to GCBH for all fees, costs, and payments made or agreed to be paid to discharge the suit, claim, action, or liability. GCBH agrees to pay all reasonable attorneys' fees necessary to enforce this indemnification agreement.
- c. This indemnification agreement shall be unlimited as to amount or duration.

**3. INTERPRETATION OF AGREEMENT**

The parties intend this Agreement to be interpreted and enforced so as to provide indemnification to COUNTY to the fullest extent now or hereafter permitted by law.

**4. CHOICE OF LAW, JURISDICTION, AND VENUE**

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. The venue of any action brought pursuant to this Agreement shall be in Benton County, Washington.

**5. ENTIRE AGREEMENT**

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

**6. SUCCESSORS**

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, executors, administrators, and assigns.

**7. NON-WAIVER OF RIGHTS**

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.

**8. SEVERABILITY**

- a. 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 the Agreement did not contain the particular provision held to be invalid.
- b. 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.

- This section left blank intentionally -



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b>  <u>Grant Number: 14-46107-001.</u>  <u>Amendment Number: E for the</u>  <u>Emergency Solutions Grant (ESG)</u>  <u>between Benton and Franklin Counties</u>  <u>Department of Human Services and</u>  <u>Washington State Department of</u>  <u>Commerce</u></p> <p><b>Prepared by:</b>            Deena Horton, Admin Asst.-DHS</p> <p><b>Reviewed by:</b>            Kyle Sullivan, Interim Administrator-            DHS</p>	<p><b>Execute Amendment</b>     <u>  X  </u></p> <p><b>Pass Resolution</b>       <u>  X  </u></p> <p><b>Pass Ordinance</b>       <u>      </u></p> <p><b>Pass Motion</b>           <u>      </u></p> <p><b>Other</b>                   <u>      </u></p>	<p><b>Consent Agenda</b>       <u>  X  </u></p> <p><b>Public Hearing</b>         <u>      </u></p> <p><b>1st Discussion</b>        <u>      </u></p> <p><b>2nd Discussion</b>       <u>      </u></p> <p><b>Other</b>                   <u>      </u></p>

**BACKGROUND INFORMATION**

Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services to provide the Emergency Solutions Grant (ESG).

The purpose of ESG is to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are experiencing homelessness.

The purpose of Amendment Number: E is to add additional funding to the grant.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Shela Berry, DHS

**SUMMARY**

**Award:** \$133,863  
**Period:** Date of Execution 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 \$683,006.

**MOTION**

To approve signing Grant Number: 14-46107-001, Amendment Number: E, for the Emergency Solutions Grant (ESG) with Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and to authorize the Chair to sign on behalf of the Board.

\_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 391

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

**IN THE MATTER OF EXECUTING GRANT NUMBER: 14-46107-001 EMERGENCY SOLUTIONS GRANT (ESG), AMENDMENT NUMBER: E BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,**

**WHEREAS**, Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services to provide the Emergency Solutions Grant (ESG) approved by Benton County Resolution No. 2013-904 and Franklin County Resolution No. 2013 469; and

**WHEREAS**, the purpose of ESG is to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are experiencing homelessness; and

**WHEREAS**, the purpose of Amendment Number: E is to add amend the total budget of the grant from \$549,143 to \$683,006;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Benton County Commissioners and Franklin County Commissioners hereby accept the proposed Amendment Number: E and authorize Benton and Franklin Counties Department of Human Services to sign the Amendment Face Sheet; and

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of Franklin County Commissioners be, and hereby are, authorized to sign, on behalf of their respective county, Grant Number: 14-46107-001, Amendment Number: E, for the Emergency Solutions Grant (ESG) between Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services to add \$133,863 to the grant; and

**BE IT FURTHER RESOLVED**, that the Benton and Franklin Counties Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Emergency Solutions Grant (ESG); and

**BE IT FURTHER RESOLVED**, the term of the attached Amendment Number: E commences on the Date of Execution and ends on June 30, 2017.

Grant Number: 14-46107-001, Amendment Number: E  
between Washington State Department of Commerce,  
Community Services and Housing Division,  
Housing Assistance Unit and  
Benton and Franklin Counties Department of Human Services

2016 391

Page Two

Dated this.....day of ....., 2016

Dated this..12....day of OCTOBER..., 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

**Amendment**

Grant Number: 14-46107-001

Amendment Number: E

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant (ESG)**

<b>1. Grantee</b> Benton & Franklin Counties Department of Human Services 7102 W. Okanogan Place, Suite 201 Kennewick, WA. 99336		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative (only if updated)</b> Jennifer Chapa (509) 737-3916 jennifer.chapa@co.benton.wa.us		<b>4. COMMERCE Representative (only if updated)</b>	
<b>5. Original Grant Amount (and any previous amendments)</b> \$549,143	<b>6. Amendment Amount</b> \$133,863	<b>7. New Grant Amount</b> \$683,006	
<b>8. Amendment Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>9. Amendment Start Date</b> Date of Execution	<b>10. Amendment End Date</b> June 30, 2017
<b>11. Federal Funds (as applicable):</b> \$683,006	<b>Federal Agency:</b> Department of Housing and Urban Development (HUD)	<b>CFDA Number:</b> 14.231	
<b>12. Amendment Purpose:</b> The grant was amended to increase the grant amount.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Guidelines for Emergency Solutions Grant (ESG) and ESG Application. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
<b>FOR GRANTEE</b>   _____ Signature  Kyle Sullivan Administrator _____ Print Name and Title  9/27/16 _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

**Amendment**

This Grant is **amended** as follows:

**Attachment B** is hereby revised to:

**Budget**

**Grant Term: 1/1/2014 – 6/30/2017**

**Grant Amount: \$683,006**

(Sum of actual expenditures may not exceed Grant Amount.)

<b>Activity Limits*</b>	<b>Administration Limit</b> (up to 7.5% of Grant Amount)	<b>Emergency Shelter Limit</b> (up to 60% of Grant Amount)	<b>Homelessness Prevention Limit</b> (up to 40% of Grant Amount)	<b>Rapid Re-housing Limit</b> (up to 100% of Grant Amount)
<b>Limit Amount</b> (sum of actual expenditures may not exceed Grant Amount)	\$51,225	\$409,803	\$273,202	\$683,006

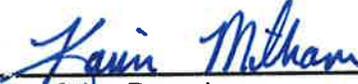
\*Activities are defined in the *Guidelines for Emergency Solutions Grant (ESG)*.

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

**Contract Number: 14-46107-001  
Amendment Number: E**

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Emergency Solutions Grant (ESG)**

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

<b>For Benton County:</b>		<b>For Franklin County:</b>	
<hr/>			
Chair	Date	Chair	Date
			10-12-2016
<b>Attest:</b>		<b>Attest:</b>	
<hr/>			
Clerk of the Board		Clerk of the Board	
<b>Approved as to Content:</b>	<b>Approved as to Form:</b>	<b>Approved as to Form:</b>	
	<hr/>		
Dept of Human Services	Benton Co Prosecutor's Office	Franklin Co Prosecutor's Office	

i. Agreement w/Reuters-West Publishing Corporation for Law Books

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>XX</u>
<b>MEETING DATE:</b> FC 10/12/16 BC 10/25/16	Executive Contract      XX	PUBLIC HEARING
<b>SUBJECT:</b> Approval of purchase and 3-Year Agreement with Thomson Reuters-West Publishing Corporation	Pass Ordinance      XX	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Maria Loera	Pass Motion	2 <sup>nd</sup> DISCUSSION
<b>Reviewed By:</b> Darryl Banks	Other	OTHER

**BACKGROUND INFORMATION**

Benton and Franklin Counties Juvenile Justice Center has purchased all of their existing law books, and these law books require yearly updates, Thomson Reuters-West Publishing Corporation has provided these updates, therefore it is in the best interest of Benton and Franklin Counties Juvenile Justice Center to continue purchasing from Thomson Reuters-West Corporation.

**SUMMARY**

The term of the attached Agreements commence on the Date of Execution and shall expire 3-Years from the Date of Execution, and authorization to pay 2016-2019 invoices for Thomson Reuters-West Publishing Corporation for a consideration not to exceed \$24,999.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County approve and authorize the Juvenile Administrator to sign the Agreements with Thomson Reuters-West Publishing to ensure a cost savings of \$8,000.00 over the course of the term of the Agreements listed on Order ID: 828003, and Order ID: 828383.

**COORDINATION**

Coordination of the contract occurred as follows: Stephen Hallstrom, Benton County Deputy Prosecuting Attorney; Jennifer Bowe, Administrative Services Manager, Thomson Reuters-West Publishing Corporation, and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

**FISCAL IMPACT**

Amount not to exceed \$24,999 to be paid out of Operations Dept. 171. No Supplemental required.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners approve and authorize the signature of Agreements listed on Order ID: 828003, and Order ID: 828383 with Thomson Reuters-West Publishing Corporation.

**HANDLING/ROUTING**

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

**I certify the above information is accurate and complete.**

Maria Loera

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

**RE: IN THE MATTER OF APPROVING THE PURCHASE AND ENTERING INTO A 3-YEAR AGREEMENT WITH THOMSON REUTERS-WEST PUBLISHING CORPORATION FOR THE PURCHASE OF LAW BOOKS FOR BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

**WHEREAS**, per Resolution 2012-677, section 2.2.2 Purchases or Leases between \$5,000 and \$24,999, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution signed by the majority of the BOCC"; and

**WHEREAS**, Thomson Reuters-West Publishing Corporation is an exclusive company specializing in law books and law book updates. Benton and Franklin Counties Juvenile Justice Center is unable to utilize the Benton County vendors list due to the exclusive nature of these purchases; and

**WHEREAS**, Benton and Franklin Counties Juvenile Justice Center has purchased all of their existing law books, and these law books require yearly updates, Thomson Reuters-West Publishing Corporation has provided these updates, therefore it is in the best interest of Benton and Franklin Counties Juvenile Justice Center to continue purchasing from Thomson Reuters-West Corporation; and

**WHEREAS**, the Juvenile Administrator recommends purchasing law books from Thomson Reuters-West Publishing Corporation and enter into 3-year Agreements to ensure a cost savings of \$8,000.00 over the course of the term of the Agreements listed on Order ID: 828003, and Order ID: 828383;

**NOW, THEREFORE, BE IT RESOLVED**, the Juvenile Administrator requests approval and authorization to sign and enter into a 3-year Agreement as listed on Oder ID: 828003, and Order ID: 828383 with Thomson Reuters-West Publishing Corporation to purchase law books and law book updates and pay the 2016-2019 invoices for Thomson Reuters-West Publishing Corporation; and

**BE IT FURTHER RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation; and

**BE IT FURTHER RESOLVED**, the term of the attached Agreements commence on the Date of Execution and shall expire 3-Years from the Date of Execution, and authorization to pay 2016-2019 invoices for Thomson Reuters-West Publishing Corporation for a consideration not to exceed \$24,999.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board



THOMSON REUTERS

# Order Form

Contact your representative [ryan.galvin@thomsonreuters.com](mailto:ryan.galvin@thomsonreuters.com) with any questions. Thank you.

Order ID: **828003**

### Subscriber Information

**Account Address:**

Account #: **1000196167**  
BENTON COUNTY JUVENILE JUSTICE  
5606 W CANAL DR STE 106  
KENNEWICK, WA 99336  
US  
(509)783-2151

**Shipping Address:**

Account #: **1000196167**  
BENTON COUNTY JUVENILE JUSTICE  
5606 W CANAL DR STE 106  
KENNEWICK, WA 99336  
US  
(509)783-2151

**Billing Address:**

Account #: **1000196167**  
BENTON COUNTY JUVENILE JUSTICE  
5606 W CANAL DR STE 106  
KENNEWICK, WA 99336  
US  
(509)783-2151

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

### Online/Practice Solutions/Software and Print/ProView eBooks Programs

#### Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term and Increase
40666420	West Complete Library <small>See Attachment for product details</small>	1	Package			\$353.60		\$353.60	36	Year2-5% Year3-5%

### Subscription Services for Print /ProView eBook Programs

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

If West Complete designated above and it includes ProView eBook titles, during your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

### Post Minimum Terms

RG Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal

Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription:	N/A
Initial order charges for print/eBooks products with updates billed upon shipment:	N/A
Initial Monthly Charges for Products under 36 month Minimum Term:	\$353.60

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

### Miscellaneous

**Charges, Payments Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**The General Terms and Conditions**, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- CD-ROM Products/DVD Products
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

**Signature for Order ID: 828003**

	<u>Administrator</u>
Signature of Authorized Representative for order	Title
<u>Darryl Banks</u>	<u>10/3/16</u>
Printed Name	Date

© 2016 West, a Thomson Reuters business. All rights reserved.

 THOMSON REUTERS	<h2>Attachment</h2> <p>Contact your representative <a href="mailto:ryan.galvin@thomsonreuters.com">ryan.galvin@thomsonreuters.com</a> with any questions. Thank you.</p>
---	--

Order ID: **828003**

**Payment and Shipping Information**

**Payment Method:**  
 Payment Method: **WestAccount**  
 Account Number: **1000196167**

**Shipping Information:**  
 Shipping Method: **Ground Shipping - U.S. Only**

**Additional Information**

Created By:  
 Order Source: **27**  
 Revenue Channel: **01**  
 Order Date: **9/20/2016 8:53:46 AM**  
 P.O. Number:

**West Complete Products**

Material #	Products	Quantity	
		Exist	New
17179087	WA PRACTICE V5D COURTROOM HANDBOOK ON EVIDENCE SUB	1	0
14111303	WA PRACTICE V13A AND 13B CRIMINAL LAW SUB	1	0
11879499	WA PRACTICE V12 AND 13 CRIMINAL PRACTICE AND PROCEDURE WITH FORMS SUB	1	0
22009121	WA REVISED CODE ANNO T12 DISTRICT CT-CIVIL PROC T13 CHAPTERS 13.01 TO 13.39 JUVENILE CT AND JUVENILE OFFENDERS SUB	1	0
22009121	WA REVISED CODE ANNO T12 DISTRICT CT-CIVIL PROC T13 CHAPTERS 13.01 TO 13.39 JUVENILE CT AND JUVENILE OFFENDERS SUB	1	0
40307630	WA REVISED CODE ANNO T13 CHAPTERS 13.40 TO END JUVENILE COURTS AND JUVENILE OFFENDERS; T14 AERONAUTICS SUB	1	0
40307630	WA REVISED CODE ANNO T13 CHAPTERS 13.40 TO END JUVENILE COURTS AND JUVENILE OFFENDERS; T14 AERONAUTICS SUB	1	0
40349111	WA COURT RULES LOCAL VOLUME III PAMPHLET SUB	1	0
40349111	WA COURT RULES LOCAL VOLUME III PAMPHLET SUB	1	0
40349111	WA COURT RULES LOCAL VOLUME III PAMPHLET SUB	1	0
15347846	WA COURT RULES STATE V.I PAMPHLET SUB	1	0
15347846	WA COURT RULES STATE V.I PAMPHLET SUB	2	0
15438055	WA LEGISLATIVE SERVICE SUB	1	0
22009121	Washington Code Tt13() Full Set	0	1

40307630	Washington Code T13(e)-t14 Full Set	0	1
40792480	Washington Court Rules - Local KeyRules, 2017 ed. (Vol. IIIA, Washington Court Rules)	0	3
13511359	Washington Court Rules Annotated, 2d, ed.	0	1

Order Contact Information				
---------------------------	--	--	--	--

First Name	Last Name	Email Address	Contact Description	Contact Number
Carol	Vance	Carol.Vance@co.benton.wa.us	Order Confirmation Contact	28

Office Use Only
-----------------

<ul style="list-style-type: none"> <li>■ Worksheet West Complete: <a href="https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=8f6302e6c209443a9f0764625b4c6318&amp;pfv=true">https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=8f6302e6c209443a9f0764625b4c6318&amp;pfv=true</a></li> <li>■ OF Ver: <a href="https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&amp;ordergroupid=1b888e0da3d045cb8755729fd9a8fed4&amp;isofview=yes">https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&amp;ordergroupid=1b888e0da3d045cb8755729fd9a8fed4&amp;isofview=yes</a></li> </ul>
---



**Government Accounts Only**

**Non Availability of Funds Addendum to Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders**

**Subscriber:** BENTON COUNTY JUVENILE JUSTICE

**Account #:** 1000196167

**Date of Order Form:** 9/15/2016

**Non Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own after the initial 12 months of the Minimum Term. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

**West Publishing Corporation**

  
Accepted By Linda Burton

Title SSLMIS

Date 9-29-16

**Subscriber**

Signed 

Name (please print) Darryl Banks

Title Administrator

Date 10/3/16

<b>Thomson Reuters-West Publishing Corporation</b> 610 Opperman Drive Eagan, MN 55123	<b>Benton Franklin Counties          Juvenile Justice Center</b> 5606 W Canal PL STE 106 Kennewick WA 99336-1388
 Linda Gustafson, SSCM Date <u>9/24/16</u>	 Daryl Banks, Administrator Date <u>10-3-16</u>
<p style="text-align: center;"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p>  Stephen Hallstrom, Deputy Prosecuting Attorney    Date _____ <p>By: _____          Name: _____          Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>	<p style="text-align: center;"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p>Deputy Prosecuting Attorney    Date _____</p> <p>By: _____          Name: _____          Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>



THOMSON REUTERS

# Order Form

Contact your representative [ryan.galvin@thomsonreuters.com](mailto:ryan.galvin@thomsonreuters.com) with any questions. Thank you.

Order ID: **828383**

### Subscriber Information

**Account Address:**

Account #: 1000196167  
BENTON COUNTY JUVENILE JUSTICE  
5606 W CANAL DR STE 106  
KENNEWICK, WA 99336  
US  
(509)783-2151

**Shipping Address:**

Account #: 1000196167  
BENTON COUNTY JUVENILE JUSTICE  
5606 W CANAL DR STE 106  
KENNEWICK, WA 99336  
US  
(509)783-2151

**Billing Address:**

Account #: 1000196167  
BENTON COUNTY JUVENILE JUSTICE  
5606 W CANAL DR STE 106  
KENNEWICK, WA 99336  
US  
(509)783-2151

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

### Online/Practice Solutions/Software and Print/ProView eBooks Programs

#### Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term and Increase
22046205	Revised Code of Washington Annotated (Annotated Statute & Code Series) <input type="checkbox"/> Assured Print Pricing	1	Each	36	Year 2-5% Year 3-5%

### Subscription Services for Print /ProView eBook Programs

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

If West Complete designated above and it includes ProView eBook titles, during your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

### Post Minimum Terms

DB Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal

Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**Order charges for print/eBook products not on subscription: N/A**  
**Initial order charges for print/eBooks products with updates billed upon shipment: N/A**  
**Initial Monthly Charges for Products under 36 month Minimum Term: \$300.38**

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

#### Miscellaneous

**Charges, Payments Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**The General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- CD-ROM Products/DVD Products
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research

● ProView eBooks

**Transportation Charges.** Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates only.

**Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

**Signature for Order ID: 828383**

	<u>Administrator</u>
Signature of Authorized Representative for order	Title
<u>Darryl Banks</u>	<u>10/3/16</u>
Printed Name	Date

© 2016 West, a Thomson Reuters business. All rights reserved.

 THOMSON REUTERS	<h2>Attachment</h2> <p>Contact your representative <a href="mailto:ryan.galvin@thomsonreuters.com">ryan.galvin@thomsonreuters.com</a> with any questions. Thank you.</p>
---	--

Order ID: **828383**

**Payment and Shipping Information**

**Payment Method:**  
 Payment Method: WestAccount  
 Account Number: 1000196167

**Shipping Information:**  
 Shipping Method: Ground Shipping - U.S. Only

**Additional Information**

Created By: 0153752  
 Order Source: 27  
 Revenue Channel: 01  
 Order Date: 9/20/2016 9:00:37 AM  
 P.O. Number:

**Order Contact Information**

First Name	Last Name	Email Address	Contact Description	Contact Number
Carol	Vance	Carol.Vance@co.benton.wa.us	Order Confirmation Contact	28

**Office Use Only**

- Exception Approval Code: E463369
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?>

[pfv=true&ordergroupid=7ae21feb85464282af71b9cec8057051&isofview=yes](#)



**Government Accounts Only**

**Non Availability of Funds Addendum to Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders**

**Subscriber:** BENTON COUNTY JUVENILE JUSTICE

**Account #:** 1000196167

**Date of Order Form:** 9/15/2016

**Non Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own after the initial 12 months of the Minimum Term. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation.

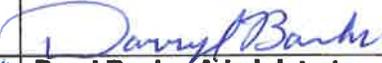
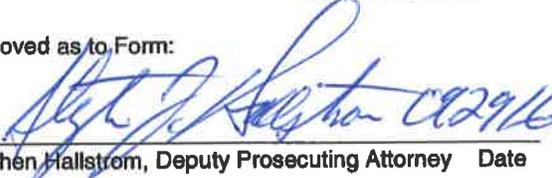
All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

**West Publishing Corporation**

*[Signature]*  
**Accepted By** *Linda Barton*  
**Title** *SSA/MS*  
**Date** *9-29-16*

**Subscriber**

**Signed** *[Signature]*  
**Name (please print)** *Darryl Banks*  
**Title** *Administrator*  
**Date** *10/3/16*

<b>Thomson Reuters-West Publishing Corporation</b> 610 Opperman Drive Eagan, MN 55123	<b>Benton Franklin Counties</b> <b>Juvenile Justice Center</b> 5606 W Canal PL STE 106 Kennewick WA 99336-1388
 Linda Burton, SSCM Date 9/29/16	 Daryl Banks, Administrator Date 10-3-16
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p>  Stephen Hallstrom, Deputy Prosecuting Attorney    Date	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> Deputy Prosecuting Attorney    Date
By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>  Date: _____ Attest: Clerk of the Board: _____	By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u>  Date: _____ Attest: Clerk of the Board: _____

j. Grievance Arbitration Settlement Agreement & Release

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
<b>Meeting Date:</b>	September 25, 2016	<b>Execute Contract</b>	<u>  X  </u>	<b>Consent Agenda</b>	<u>  X  </u>
<b>Subject:</b>	Grievance Arbitration Settlement & Release	<b>Pass Resolution</b>	<u>  X  </u>	<b>Public Hearing</b>	<u>      </u>
		<b>Pass Ordinance</b>	<u>      </u>	<b>1st Discussion</b>	<u>      </u>
		<b>Pass Motion</b>	<u>      </u>	<b>2nd Discussion</b>	<u>      </u>
		<b>Other</b>	<u>      </u>	<b>Other</b>	<u>      </u>
<b>Prepared by:</b>	C. Fraley				
<b>Reviewed by:</b>	S. Hallstrom				

**BACKGROUND INFORMATION:** Negotiators for Benton County negotiated and reached an agreement with Teamsters Union Local 839 regarding implementation of the arbitrator's settlement remedy in the Bovee Grievance Arbitration.

**SUMMARY:** See above.

**RECOMMENDATION:** Approve a resolution approving Grievance Arbitration Settlement Agreement, and authorizing board members to sign same.

**FISCAL IMPACT:** Fiscal impact will be absorbed by and through current budget appropriations for Public Works.

**MOTION:** I move that we approve the resolution authorizing the Chairman of the Board to sign the Resolution and the Grievance Arbitration Settlement Agreement.

**RESOLUTION**

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

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH GRANITE CONSTRUCTION COMPANY FOR THE C. E. 1993 SMP – MEALS ROAD ASPHALT REPAIR PROJECT**

**WHEREAS**, by Resolution 2016-801 dated October 18, 2016, an award was made to Granite Construction Company, Pasco, Washington; and

**WHEREAS**, as directed, staff has prepared a contract and a Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

**WHEREAS**, the contract in the amount of \$116,684.70 has been executed by Granite Construction Company; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded October 18, 2016 to Granite Construction Company in the amount of \$116,684.70 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

**BE IT FURTHER RESOLVED**, that staff is hereby authorized to proceed with the Meals Road Asphalt Repair project according to the terms of the contract; and

**BE IT FURTHER RESOLVED**, the Meals Road Asphalt Repair project shall be completed in its entirety within fifteen working days as described in the contract documents.

Dated this 25th day of October, 2016.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

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

Attest: \_\_\_\_\_  
Clerk of the Board

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and Granite Construction Company, Pasco, WA, (hereinafter "the Contractor").

### WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1993 SMP – Meals Road Asphalt Repair," and as described in and in accordance with the State of Washington 2016 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$ 116,684.70, payable as provided in the Contract Documents.

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

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

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

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

Executed by  
**GRANITE CONSTRUCTION COMPANY**

COUNTY OF BENTON

BY: *Kenneth B. Olson*  
Signature

\_\_\_\_\_  
Chairman, Board of Commissioners

**Kenneth B. Olson, Assistant Secretary**  
Printed Name and Title

Attest: \_\_\_\_\_  
Clerk of the Board

**October 14, 2017**  
Date

Date: \_\_\_\_\_



APPROVED AS TO FORM:

*[Signature]*  
Benton County Deputy Prosecuting Attorney

Date: 10/18/16

**RESOLUTION**

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

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH PREMIER EXCAVATION FOR THE C. E. 2001 CRP - VICTORIA AVENUE STORM WATER IMPROVEMENTS PROJECT**

**WHEREAS**, by Resolution 2016-749 dated September 27, 2016, an award was made to Premier Excavation, Pasco, Washington; and

**WHEREAS**, as directed, staff has prepared a contract and a Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

**WHEREAS**, the contract in the amount of \$31,983.80 has been executed by Premier Excavation; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded September 27, 2016 to Premier Excavation in the amount of \$31,983.80 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

**BE IT FURTHER RESOLVED**, that staff is hereby authorized to proceed with the Victoria Avenue Storm Water Improvements project according to the terms of the contract; and

**BE IT FURTHER RESOLVED**, the Victoria Avenue Storm Water Improvements project shall be completed in its entirety within fifteen working days as described in the contract documents.

Dated this 25th day of October, 2016.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

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

Attest: \_\_\_\_\_  
Clerk of the Board

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and Premier Excavation, 306 E. B Circle, Pasco, WA 99301, (hereinafter "the Contractor").

### WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Victoria Avenue Storm Water Improvements," and as described in and in accordance with the State of Washington 2016 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$31,983.80, payable as provided in the Contract Documents.

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

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

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

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

Executed by the Contractor  
PREMIER EXCAVATION

COUNTY OF BENTON

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chairman, Board of Commissioners

*President*  
\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Clerk of the Board

*Todd Johnson*  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Benton County Deputy Prosecuting Attorney

Date: *9/20/16*  
\_\_\_\_\_

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 25, 2016</u>	Execute Agreement _____	Consent Agenda <u>    X    </u>
Subject: <u>La Buena Vida Estates</u>	Pass Resolution <u>    X    </u>	Public Hearing _____
Prepared by: <u>JAL</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>SLC</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

The plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners.

\* Note : Original signature sheet will be brought to commissioners meeting to be signed.

**SUMMARY**

HDJ Design Group has submitted plans which have been approved by the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for La Buena Vida Estates, with roads named Thunder Road, Sandy Lane, and Breezie Lane.

**RECOMMENDATION**

Staff recommends that the Commissioners sign the cover sheet, approving the project.

**FISCAL IMPACT**

None.

**MOTION**

Approve as part of consent Agenda.

**RESOLUTION**

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

**IN THE MATTER OF COUNTY ROADS, RE: LA BUENA VIDA ESTATES**

**WHEREAS**, plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE**

**BE IT RESOLVED**, that the plans be and hereby are approved and that the Chairman is authorized to sign the construction plans of La Buena Vida Estates with the roads named Thunder Road, Sandy Lane, and Breezie Lane.

Dated this 25<sup>th</sup> day of October 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**RESOLUTION**

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT BETWEEN BENTON COUNTY AND BENTON COUNTY WEED DISTRICT NO. 1**

**WHEREAS**, Resolution 11-841 authorized the Chairman of the Board of Benton County Commissioners to sign a Memorandum of Agreement with Benton County Weed District No. 1 for providing control of noxious weeds on certain Benton County road rights of way within Weed District No. 1 district boundaries; and

**WHEREAS**, Benton County and Benton County Weed District No. 1 have a desire to amend the Agreement; and

**WHEREAS**, the purpose of this Amendment is to extend the Agreement end date to December 31, 2022, increase the rate per acre to \$31.00, and to increase the maximum amount payable to the Weed District to \$20,000 per year; and

**WHEREAS**, the Agreement Amendment has been reviewed and approved by our department's Deputy Prosecuting Attorney and is recommended for approval by the County Engineer; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby accept the proposed Amendment No. 1 to the Memorandum of Agreement between Benton County and Benton County Weed District No. 1 extending the end date to December 31, 2022, increasing the rate per acre to \$31.00, and increasing the maximum amount payable to the Weed District to \$20,000 per year; and

**BE IT FURTHER RESOLVED** the Chairman of the Board of Benton County Commissioners is hereby authorized to sign Amendment No. 1; and

**BE IT FURTHER RESOLVED** all other terms and conditions of said Memorandum of Agreement will remain the same.

Dated this 25th day of October 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

MEMORANDUM OF AGREEMENT  
BETWEEN BENTON COUNTY WEED DISTRICT NO. 1  
AND BENTON COUNTY, WASHINGTON

AMENDMENT NO. 1

On December 20, 2011 Benton County and Benton County Weed District No. 1 entered into a Memorandum of Agreement for providing control of noxious weeds on certain Benton County road rights of way within Weed District No. 1 district boundaries.

Benton County and Benton County Weed District No. 1 have a desire to amend the Agreement as follows:

Item 4.b. will now state "For Broadcast Spraying of Roadsides: names and miles of roads sprayed and the types of herbicides sprayed, to be reimbursed at the rate of \$31.00 per acre, based on disappearance of material, plus chemicals."

Item 5. will now state "It is agreed that the budget for the materials to be applied (i.e., amount to be paid by the COUNTY) shall not exceed \$20,000 per year while the Agreement is in place."

Item 6. will now state "This Agreement will be in effect from January 1, 2017 through December 31, 2022 and may be cancelled for any reason by either party in writing no later than thirty (30) days before the date the Agreement is to be terminated."

All other terms and conditions of the Memorandum of Agreement will remain the same.

IN WITNESS WHEREOF, Benton County Weed District No. 1 has executed this Amendment, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County.

BENTON COUNTY WEED DISTRICT NO. 1

by: Michal Trupova

Title: Chairman

Date: 10-14-2016

BENTON COUNTY:

by: \_\_\_\_\_

Chairman, Board of Benton County  
Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

Walt  
Deputy Prosecuting Attorney

Date: 10/13/2016

o. Business Consultant  
 Agreement w/Randall Barnes

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 25, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>Consultant Agreement</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 2015-381 the Board of Commissioners approved the First Amendment to extend the agreement with Randall L. Barnes for consultation services for the Benton County Sheriff’s Office with a contract term expiring December 31, 2016.

The Benton County Sheriff’s Office was pleased with the services provided and would like to enter into another agreement with Randall L. Barnes, Pasco, WA for “as needed” consultation services for officers and employees of the Benton County Sheriff’s Office relating to management, leadership, and organization of the Sheriff’s Office with a term expiring June 30, 2015; and

The fee for said consultation services shall be \$500 for any 4-hour session performed in a single day and \$1,000 for any 8-hour session performed in a single day, plus any applicable tax, as well as the actual cost incurred for the purchase of supplies and printing material, for an overall contract amount not to exceed \$8,000.

**RECOMMENDATION**

Approve the attached Resolution and Business Consultant Service Agreement between Benton County and Randall L. Barnes for an overall two (2) year contract amount not to exceed \$10,000.

**APPROVED AS TO FORM**

Approved by Ryan Lukson.

**FISCAL IMPACT**

Total fiscal impact would be an amount up to \$10,000, including any applicable tax, as well as any actual cost incurred for the purchase of supplies and printing material. Said funds to be paid will be split between Dept. 120 & 121 and were included in the 2017/2018 budget process.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF A BUSINESS CONSULTANT SERVICE AGREEMENT BETWEEN BENTON COUNTY AND RANDALL L. BARNES FOR CONSULTATION SERVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE**

**WHEREAS**, per Resolution 2015-381 the Board of Commissioners approved the First Amendment to extend the agreement with Randall L. Barnes for consultation services for the Benton County Sheriff's Office with a contract term expiring December 31, 2016; and

**WHEREAS**, the Benton County Sheriff's Office is pleased with the services provided and would like to enter into another agreement with Randall L. Barnes, Pasco, WA for "as needed" consultation services for officers and employees of the Benton County Sheriff's Office relating to management, leadership, and organization of the Sheriff's Office with a term expiring December 31, 2018; and

**WHEREAS**, the fee for said consultation services shall be \$500 for any 4-hour session performed in a single day and \$1,000 for any 8-hour session performed in a single day, plus any applicable tax, as well as the actual cost incurred for the purchase of supplies and printing material; and

**WHEREAS**, the Sheriff's Office believes this is a valuable service for our officers and employees and recommends entering into said business consultant service agreement with Randall L. Barnes for an overall contract amount not to exceed \$10,000, including any applicable tax and any actual cost for supplies and printing material; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the recommendation and hereby awards the business consultant agreement to Randall L. Barnes, Pasco, WA for consultant services for the Benton County Sheriff's Office for an agreement amount not to exceed \$10,000, including any applicable tax and any actual cost for supplies and printing material; and

**BE IT FURTHER RESOLVED**, the board hereby authorizes the Chairman to sign the agreement between Benton County and Randall L. Barnes attached hereto; and

**BE IT FURTHER RESOLVED**, the attached contract shall commence January 1, 2017 and shall terminate December 31, 2018.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Original: Sheriff's Office  
cc: Auditor; PA; Randall L. Barnes

L. Small

## BUSINESS CONSULTANT 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 RANDALL L. BARNES, with its principal office at 5019 Santa Fe Lane, Pasco, WA, (hereinafter "CONSULTANT").

**1. Consultation Services:** The CONSULTANT agrees to perform the following services in accordance with the terms and conditions set forth in this Agreement: The CONSULTANT will provide consultation with the officers and employees of the Benton County Sheriff's Office concerning matters relating to the management, leadership, and organization of the Sheriff's Office, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the Benton County Sheriff's Office.

**2. Terms of Agreement:** This Agreement shall commence January 1, 2017 and shall terminate December 31, 2018.

**3. Time Devoted by Consultant:** The CONSULTANT shall provide either a 4-hour session or 8-hour session, whichever is agreed upon by both parties, for consultation services as set forth in Section 1 and Section 5 of this Agreement.

**4. Place Where Services Will Be Rendered:** The CONSULTANT will perform services at any location in Tri-Cities that has been prearranged by the COUNTY.

**5. Payment to Consultant:** The CONSULTANT will be paid by the COUNTY five hundred dollars (\$500.00) for any 4-hour session performed in a single day, and one thousand dollars (\$1,000) for any 8-hour session performed in a single day for the services provided in Section 1 of this Agreement as well as the actual costs incurred by CONSULTANT for the purchase of supplies and printing materials necessary to fulfill the terms and conditions of this Agreement with an overall contract amount not to exceed \$10,000. The CONSULTANT shall submit itemized receipts regarding the purchase of supplies and printing materials under the Agreement prior to payment from the COUNTY. CONSULTANT shall bill COUNTY for all monies due under the Agreement no later than 15 days of the date of service performed. Payment shall be made within 30 business days of the date of receipt by the COUNTY.

**6. Independent Contractor:** Both the COUNTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the CONSULTANT shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the CONSULTANT's activities in accordance with this Agreement.

**7. Confidential Information:** The CONSULTANT agrees that any information received by the CONSULTANT during the performance of this Agreement shall be treated by the CONSULTANT as confidential and will not be revealed to any other persons, firms, or organizations.

**8. Liability Coverage:** The CONSULTANT will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the CONSULTANT pursuant to this Agreement.

The parties to this Agreement have executed this Agreement to take effect January 1, 2017.

**BENTON COUNTY**

\_\_\_\_\_  
Shon Small, Chairman

\_\_\_\_\_  
Date

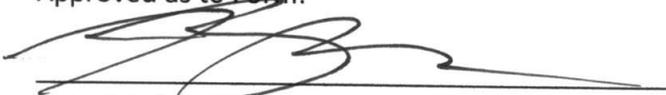
**RANDALL L. BARNES**

  
\_\_\_\_\_

Randall L. Barnes

10/13/16  
Date

Approved as to Form:

  
\_\_\_\_\_

Ryan J. Lukson  
Civil Deputy Prosecuting Attorney

p. Contract w/Cascade Engineering Services, Inc. for Diagnostics of Radar Devices

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	
Meeting Date: <b><u>October 25, 2016</u></b>	Execute Contract	<u>  X  </u>
Subject: <b><u>Contract w/Cascade Engineering Services</u></b>	Pass Resolution	<u>      </u>
Prepared by: <b><u>L. Small</u></b>	Pass Ordinance	<u>      </u>
Reviewed by: <b><u>Ryan Lukson</u></b>	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**

The Benton County Sheriff’s Office uses radar/LIDAR speed measuring devices for traffic enforcement throughout Benton County, with said devices requiring periodic diagnostic tests and recalibration in order to ensure proper performance.

The Sheriff’s Office has contract with Cascade Engineering Services, Inc. in past years for said diagnostic testing and recalibration, and is pleased with their services.

**RECOMMENDATION**

The Sheriff’s Office recommends entering into a personal service contract once again with Cascade Engineering Services, Inc. for diagnostics, recalibrations, and N.I.S.T. traceable certification of radar and LIDAR Speed Measuring Devices (SMD’s) for the year of 2017 and 2018, with an option to extend said contract for up to two (2) additional 12-month periods.

**FISCAL IMPACT**

The amount of said service contract shall not exceed \$5,000 plus WSST, per each year the contract is in effect. Said expenditures shall be paid from Department 121 and was included in the 2017/2018 budget process.

**MOTION**

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AWARDING CASCADE ENGINEERING SERVICES, INC. A PERSONAL SERVICE CONTRACT FOR DIAGNOSTICS, RECALIBRATION, AND N.I.S.T. TRACEABLE CERTIFICATIONS OF RADAR AND LIDAR SPEED MEASURING DEVICES FOR THE SHERIFF'S OFFICE**

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

**WHEREAS**, the Sheriff's Office uses radar/LIDAR speed measuring devices for traffic enforcement throughout Benton County; and

**WHEREAS**, the devices require periodic diagnostic tests and recalibration in order to ensure proper performance; and

**WHEREAS**, the Sheriff's Office recommends entering into a personal service contract with Cascade Engineering Services, Inc., Redmond, WA for diagnostics, recalibrations, and N.I.S.T. traceable certification of radar and LIDAR Speed Measuring Devices (SMD's) for calendar years 2017 and 2018; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the personal service contract to Cascade Engineering Services, Inc. for a total contract amount not to exceed \$5,000 plus WSST, per each year the contract is in effect; and

**BE IT FURTHER RESOLVED**, the attached contract shall commence January 1, 2017 and shall expire December 31, 2018. Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for two (2) additional 12-month periods.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

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

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CASCADE ENGINEERING SERVICES, INC.**, with its principal offices at 6640 185<sup>th</sup> Avenue NE, Redmond, WA 98052, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. Terms and Conditions (this document)
- b. Exhibit A - Scope of Work
- c. Exhibit B - Compensation

**2. DURATION OF CONTRACT**

The term of this Contract shall begin January 1, 2017 and shall expire on December 31, 2018. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of both parties, the original terms and conditions of the contact may be extended for up to two (2) additional 12-month periods.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The diagnostics, recalibration and N.I.S.T. traceable certification of Radar and LIDAR Speed Measuring Devices, (SMD). A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A" Scope of Work, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule 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: Dennis G. Kringer, Director  
6640 185<sup>th</sup> Avenue, NE  
Redmond, WA 98052  
Phone: (425) 895-8617  
Fax: (425) 702-9358  
Email: [DennisK@cascade-eng.com](mailto:DennisK@cascade-eng.com)
  
- b. For COUNTY: Lisa Small, Contract Coordinator  
7122 W. Okanogan Place, Bldg. B  
Kennewick, WA 99336  
Phone: (509) 735-6555 Ext 3880  
Fax: (509) 736-3895  
Email: [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

**5. COMPENSATION**

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit "B", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$5,000.00 excluding WSST per each year the contract is in effect.

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

**6. AMENDMENTS AND CHANGES IN WORK**

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

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

**CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

**8. INSURANCE**

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

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

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

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

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

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

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not

exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract

Representative referenced in Section 4.

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

**9. TERMINATION**

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

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

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

the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

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

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

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

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR

for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract

shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

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

**25. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

**26. LITIGATION HOLD NOTICE**

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

**27. PUBLIC RECORDS ACT**

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

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

- This section intentionally left blank -

The parties to this Contract have executed this Contract to take effect January 1, 2017.

Date: \_\_\_\_\_

Date: October 17, 2016

**BENTON COUNTY**

**CASCADE ENGINEERING SERVICES, INC.**

\_\_\_\_\_  
Shon Small, Chairman  
Benton County Commissioner

  
\_\_\_\_\_  
Dennis G. Kringer, Director

Approved as to Form

  
\_\_\_\_\_  
Ryan J. Lukson  
Civil Deputy Prosecuting Attorney

# EXHIBIT A

## SCOPE OF WORK

Cascade Engineering Services (CES) will calibrate, certify and maintain speed measuring equipment. This equipment consists of Doppler Radar and Lidar. CES will come on site to provide the calibration and certification services. The Sheriff's Office (SO) will send any repairs of the units to the CES and the SO will be responsible for the shipping charges back to the SO. In addition, CES can provide the SO courtroom testimony if request to do so.

Calibration and Certification Services – these services will include: Each unit that is calibrated for accuracy will also be issued a certificate of calibration. Each certificate will include: A title, e.g. "Calibration Report", or "Calibration Certificate"; Name and address of laboratory, and location where the calibration was carried out if different from the address of the laboratory; Unique identification of the certificate or report (such as serial number) and on each page; Name and address of customer, where appropriate; Description and unambiguous identification of the item calibrated; Date(s) of performance of calibration, where appropriate; Identification of the calibration procedure used, or unambiguous description of any non-standard method used; Any deviations from, additions to or exclusions from the calibration method, and any other information relevant to a specific calibration; Measurements, examinations, and derived results and any failures identified; A signature and title, or an equivalent identification of the person(s) accepting responsibility for the content of the certificate or report (however produced), and date of issue; Notarized signature of the person(s) accepting responsibility for the content of the certificate or report

Repair Services- shall include repairing any of the units sent to the CES by SO. CES will provide an estimate for repairs when possible. CES will bill in 15 (fifteen) minute increments. The maximum Overhead and Parts services charge will be 10 percent. Hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or movement of contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the hourly rates for labor. The hourly "labor" rate quoted throughout this proposal is \$95.00 per hour for diagnostics and or repairs and is invoiced in fifteen (15) minute increments. Consumable materials and supplies, overhead, supervision, set-up and prep time are general and administrative costs are included in the quoted cost to perform the calibration and recertification service required on each speed measuring device. Repair replacement parts are quoted additionally, depending on the specific parts replaced.

Courtroom Testimony – SO may request the CES to provide expert testimony for various courtroom requirements. The hourly Courtroom Testimony Cost for Cascades expert witness will be substantially reduced if the Benton County Court will allow telephonic or video testimony. Most such testimony is received and accomplished within less than one hour per telephonic appearance. There is a one hour minimum per telephonic testimony appearance. The hourly "labor" rate quoted throughout this proposal is \$95.00 per hour, portal to portal. Additional hour's testimony is invoiced accordingly, in whole hours. Telephonic testimony is embraced and utilized by other law enforcement agencies within Washington State. If video testimony will be implemented and provided, it is invoiced at the same rate as above.

Active	Asset #	Company	Manufacturer	Model Number	Description	Serial Number	Cal Cost	Last Calibration	INT.	2017 Calibration Due	2018 Calibration Due
TRUE	RP02653	BENTON COUNTY SHERIF	KUSTOM	RAPTOR	SPEED MEASURING DEVICE	RP02653	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	DS20040	BENTON COUNTY SHERIF	KUSTOM	PRO-1000DS	SPEED MEASURING DEVICE	DS20040	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	RP01666	BENTON COUNTY SHERIF	KUSTOM	RAPTOR RP1	SPEED MEASURING DEVICE	RP01666	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	RP01668	BENTON COUNTY SHERIF	KUSTOM	RAPTOR RP1	SPEED MEASURING DEVICE	RP01668	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	RP01669	BENTON COUNTY SHERIF	KUSTOM	RAPTOR RP1	SPEED MEASURING DEVICE	RP01669	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	RP01670	BENTON COUNTY SHERIF	KUSTOM	RAPTOR RP1	SPEED MEASURING DEVICE	RP01670	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	RP02652	BENTON COUNTY SHERIF	KUSTOM	RAPTOR	SPEED MEASURING DEVICE	RP02652	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	RP02654	BENTON COUNTY SHERIF	KUSTOM	RAPTOR	SPEED MEASURING DEVICE	RP02654	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	XE23719	BENTON COUNTY SHERIF	KUSTOM	EAGLE	SPEED MEASURING DEVICE	XE23719	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	XE24118	BENTON COUNTY SHERIF	KUSTOM	EAGLE II	SPEED MEASURING DEVICE	XE24118	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	XE24455	BENTON COUNTY SHERIF	KUSTOM	EAGLE II	SPEED MEASURING DEVICE	XE24455	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	FH10339	BENTON COUNTY SHERIF	KUSTOM	FALCON HR	SPEED MEASURING DEVICE	FH10339	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	FH10340	BENTON COUNTY SHERIF	KUSTOM	FALCON HR	SPEED MEASURING DEVICE	FH10340	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	UX 004343	BENTON COUNTY SHERIF	LASER TECHNOLOGY INC	ULTRA LYTE	SPEED MEASURING DEVICE	UX 004343	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	UX 004345	BENTON COUNTY SHERIF	LASER TECHNOLOGY INC	ULTRA LYTE	SPEED MEASURING DEVICE	UX 004345	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF937000987/ENF686001962	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000987/ENF686001962	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	17607	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER 2	SPEED MEASURING DEVICE	ENF937000986/ENF686001961	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF728000175/ENF686000345	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF728000175/ENF686000345	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF937000985	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000985	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF937000988/ENF686001963	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000988/ENF686001963	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF937000989/ENF686001964	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000989/ENF686001964	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF937000990/ENF686001965	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER 2	SPEED MEASURING DEVICE	ENF937000990/ENF686001965	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	ENF937000991/ENF686001966	BENTON COUNTY SHERIF	MPH INDUSTRIES	ENFORCER 2	SPEED MEASURING DEVICE	ENF937000991/ENF686001966	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT304001117	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT304001117	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854002717	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002717	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854002738	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002738	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854002880	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002880	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854002881	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002881	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854002882	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002882	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854002883	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002883	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003047	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003047	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003048	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003048	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003049	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003049	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003050	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003050	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003051	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003051	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003052	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003052	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003053	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003053	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	PYT854003054	BENTON COUNTY SHERIF	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003054	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	AS010657	BENTON COUNTY SHERIF	STALKER	MDR	SPEED MEASURING DEVICE	AS010657	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	LF3504	BENTON COUNTY SHERIF	STALKER	XLR	SPEED MEASURING DEVICE	LF3504	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	LF3496	BENTON COUNTY SHERIF	STALKER	XLR	SPEED MEASURING DEVICE	LF3496	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	LF002658	BENTON COUNTY SHERIF	STALKER	XLR	SPEED MEASURING DEVICE	LF002658	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	LF3503	BENTON COUNTY SHERIF	STALKER	XLR	SPEED MEASURING DEVICE	LF3503	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018
TRUE	LF3510	BENTON COUNTY SHERIF	STALKER	XLR	SPEED MEASURING DEVICE	LF3510	\$ 75.00	10/6/2016	12-M	10/6/2017	10/6/2018

\$ 3,300.00

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 25 Oct 2016</b> <b>Subject: Hanford Communities</b> <b>Memo Date: 17 Oct 2016</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

## **SUMMARY**

This is a renewal of the Hanford Communities Interlocal Agreement.

## **BACKGROUND**

Benton County is a founding member of Hanford Communities, established in 1994. Each of the members pays annual dues to support the programming and pay for one full-time executive director. The City of Richland pays additional funds and has further use of that employee.

At one time, the City of West Richland was a member of Hanford Communities, but left the organization several years ago. The City would now like to re-join, and that is what triggered the desire and need to re-do the Interlocal Agreement so that West Richland could be included.

The new Agreement will become effective January 1, 2017, and will have a five-year term, ending December 31, 2021 unless renewed again. Three things have been changed with the new agreement:

- Dates
- Removal of Cindy Johnson (Richland City Manager) from the signature block
- Inclusion of City of West Richland

The hardcopy of the new Agreement is traveling around and Adam Fyall will have it with him at the Commissioners' meeting on October 25th.

## **ATTACHMENTS**

- Draft 2016 Resolution and Interlocal Agreement
- Existing 2014 Resolution and Interlocal Agreement

## **FISCAL IMPACT**

The cost of Benton County's participation in Hanford Communities averages around \$9,000.00 per year and is paid from the Sustainable Development budget. The amount will actually go down a little bit for 2017 and 2018, because the addition of West Richland splits the aggregate pie more ways.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN AND AMONG THE CITIES OF KENNEWICK, PASCO, RICHLAND, AND WEST RICHLAND; AND THE COUNTIES OF BENTON AND FRANKLIN; FOR RENEWAL OF THE EXISTING HANFORD COMMUNITIES AGREEMENT**

**WHEREAS**, the Interlocal Cooperation Act (Revised Code of Washington 39.34) allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and,

**WHEREAS**, activities at the United States Department of Energy’s Hanford Site have profound and wide-reaching environmental, economic, and social impacts on the bi-county communities; and,

**WHEREAS**, Benton County is a founding member of “Hanford Communities”, which was established in 1994 by interlocal agreement by the cities of Kennewick, Pasco, and Richland, and the counties of Benton and Franklin as a forum for local governments in the Tri-Cities area to exchange information related to Hanford issues, such as cleanup and economic transition; and,

**WHEREAS**, the City of West Richland has requested to join Hanford Communities, causing the need to renew the interlocal agreement ahead of its stated expiration date; and,

**WHEREAS**, the interlocal agreement was previously renewed in 1999, 2004, 2009, and 2014; and,

**WHEREAS**, Benton County continues to value its involvement and participation with Hanford Communities, and supports West Richland’s desired membership; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Benton County Board of Commissioners that Benton County should remain a member of the Hanford Communities organization, and that the Chairman is authorized to sign and execute the new Interlocal Cooperation Agreement between and among the cities of Kennewick, Pasco, Richland, and West Richland, and the counties of Benton and Franklin; renewing Benton County’s participation in the Hanford Communities beginning January 1, 2017 and continuing for a term of five years, ending December 31, 2021.

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

orig: BOCC file  
cc: Auditor, Sustainable Development (Fyall), City of Richland (Pam Larsen)

Prepared by: A.J. Fyall

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ELIGIBLE LOCAL  
GOVERNMENTS TO REVIEW, EVALUATE, AND MONITOR CONDITIONS AND  
OPERATIONS AT THE HANFORD NUCLEAR RESERVATION (HANFORD)  
THAT DIRECTLY AFFECT THESE**

***“HANFORD COMMUNITIES”***

This INTERLOCAL AGREEMENT, effective the 1st day of January, 2017, is hereby entered into by and between the Cities of Richland, Kennewick, Pasco, West Richland, and the Counties of Benton and Franklin (hereinafter referred to as “Participating Jurisdictions”).

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34 allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and

**WHEREAS**, environmental contamination at Hanford and the U.S. Department of Energy’s consequential environmental remediation and waste management activities impose numerous health, safety, and socio-economic impacts on the well-being of the residents of Richland, Kennewick, Pasco, West Richland, and unincorporated portions of Benton and Franklin Counties; and

**WHEREAS**, the vast majority of those who work at Hanford live in and around the Cities of Richland, Kennewick, Pasco, and West Richland; and the counties therein; and

**WHEREAS**, although each jurisdiction fully reserves the right to pursue its own interests with regard to Hanford, through joint utilization of personnel and other resources these jurisdictions are desirous of entering into a program to review, evaluate and monitor conditions at Hanford and policies, programs and operations of the Department of Energy (DOE) and others in regard to Hanford,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed in accordance with the provisions of RCW 39.34.030 as follows:

**I. PURPOSE**

The purpose of this Agreement is to make available jointly to the Participating Jurisdictions technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition. Information will also be made available regarding policies, programs and operations of the DOE and others with regard to Hanford, and to enhance citizen understanding of such. To that end, the Participating Jurisdictions have established and periodically renew this Interlocal Cooperation Agreement creating an organization to be known as the “HANFORD COMMUNITIES” to:

1. Coordinate efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies;
2. Interact with the DOE, the Washington State Department of Ecology, the U. S. Environmental Protection Agency, and others regarding Hanford environmental

contamination, remediation, waste management, response to emergencies, and work force and site transition issues;

3. Evaluate reports, findings, and recommendations regarding ongoing, planned and possible cleanup and waste management activities at Hanford, including actual or potential environmental and socio-economic impacts on the Hanford Communities or individual Participating Jurisdictions;
4. Prepare special studies, assessments, surveys, and related efforts regarding Hanford for the use of the Hanford Communities or individual Participating Jurisdictions and/or to further public information and enhance citizen understanding of Hanford-related issues; and
5. Prepare and issue position papers, give testimony, and sponsor other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities; and
6. Prepare and present issue papers and sponsor activities in support of workforce and community transition issues.

## II. ORGANIZATION

- A. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, West Richland, Benton and Franklin Counties. Affiliate memberships are open to local government entities other than general purpose governments. Affiliate members will not have voting seats on the Governing or Administrative Boards.
- B. **Governing Board:** The governing bodies of each Participating Jurisdiction shall identify one (1) elected legislative representative from its governing body to serve on the Governing Board of the Hanford Communities. Governing Board members shall focus on addressing issues at the policy level and shall advocate positions consistent with the annual Issue Agenda.
- C. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities. Administrative Board members shall address the day-to-day activities of the Hanford Communities consistent with executing the policy decisions made by the Governing Board.
- D. **Operating Jurisdiction:** One of the Participating Jurisdictions shall be designated as the Operating Jurisdiction and assigned responsibilities for carrying out the items enumerated in "Section I – Purpose" on behalf of the Hanford Communities. The Operating Jurisdiction's rules, regulations, and ordinances, unless otherwise specifically provided for, apply to the Interlocal. Employees of the Interlocal are employees of the Operating Jurisdiction, which shall provide all necessary support services. The Operating Jurisdiction shall administer the Hanford Communities budget, from which authorized program expenses shall be reimbursed. The Operating Jurisdiction shall provide these reimbursed services at no administrative charge to participants of this

- E. **Officers:** There shall be a Chairperson and Vice-chairperson for the Governing Board and the Administrative Board, respectively. The Chairperson and Vice-chairperson shall be elected from among the membership of each board to serve one-year terms effective January 1 of each year.

### III. ADMINISTRATION

- A. **Budget Preparation:** The Operating Jurisdiction shall prepare a budget in accordance with its budget cycle based upon policies adopted by the Governing Board. The budget shall be approved by the Governing Board of the Hanford Communities.
- B. **Funding:** Funds necessary to carry out this Agreement shall come from Participating Jurisdiction assessments and federal, state, and other grants. Assessments shall be based on a funding formula approved by the Hanford Communities Administrative Board.
- C. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and Issue Agenda for the coming year, and other times as needed. The Administrative Board will meet as needed, however, in no event less frequently than quarterly during each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.
- D. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions and affiliated members regarding the breach, interpretation or enforcement of this Agreement shall be first addressed by the parties in a good faith effort to resolve the dispute. Any remaining disputes shall be resolved by binding arbitration in accordance with RCW 7.04A and the Mandatory Rules of Arbitration.
- E. **Liability:** To the extent any liability exceeds the insurance coverage of the Operating Jurisdiction, each remaining Participating Jurisdiction shall be jointly liable for the balance of claim in the same ratio as their percentage contribution is to the annual budget.

### IV. DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of January, 2017 when signed by the Participating Jurisdictions and shall continue through December 31, 2021. The term of this Agreement may be extended thereafter with the written approval of the Participating Jurisdictions.

### V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with Hanford Communities funds to carry out the purposes of this Agreement shall be the property of the Hanford Communities. Real and personal property owned by the Operating Jurisdiction and used to service its contract with the Hanford Communities shall remain the property of the Operating Jurisdiction. In the event any property becomes surplus or upon partial or complete termination of this Agreement, property of the Hanford Communities shall be sold and the proceeds shall be divided between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget.

All documents, studies, and issue papers prepared for or on behalf of the Hanford Communities shall be available to Participating Jurisdictions and affiliates for all purposes, and shall constitute a public record pursuant to Title 42.56 RCW upon its public citation in connection with any action of Participating Jurisdictions or affiliates. The Operating Jurisdiction shall serve as the public records officer.

**VI. AMENDMENT**

The Agreement may be amended upon written approval of a majority of the Governing Board.

**VII. WITHDRAWAL**

A jurisdiction may withdraw without penalty from this Agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.

\_\_\_\_\_, 2016  
Mayor Robert J. Thompson  
City of Richland

\_\_\_\_\_, 2016  
Mayor Steve C. Young  
City of Kennewick

\_\_\_\_\_, 2016  
Mayor Matt Watkins  
City of Pasco

\_\_\_\_\_, 2016  
Mayor Brent Gerry  
City of West Richland

\_\_\_\_\_, 2016  
Chairman Shon Small  
Benton County Board of Commissioners

\_\_\_\_\_, 2016  
Chairman Rick Miller  
Franklin County Board of Commissioners

**APPROVED AS TO FORM**

\_\_\_\_\_  
Heather Kintzley  
Richland City Attorney

# RESOLUTION 2014 437

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF EXECUTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN AND AMONG THE CITIES OF KENNEWICK, PASCO, AND RICHLAND, AND THE COUNTIES OF BENTON AND FRANKLIN, FOR RENEWAL OF THE EXISTING HANFORD COMMUNITIES AGREEMENT

**WHEREAS**, the Interlocal Cooperation Act (Revised Code of Washington 39.34) allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and,

**WHEREAS**, activities at the United States Department of Energy's Hanford Site have profound and wide-reaching environmental, economic, and social impacts on the bi-county communities; and,

**WHEREAS**, Benton County is a founding member of "Hanford Communities", which was established in 1994 by interlocal agreement by the cities of Kennewick, Pasco, and Richland, and the counties of Benton and Franklin as a forum for local governments in the Tri-Cities area that are most impacted by the Hanford Site to exchange information and ideas related to Hanford issues, such as cleanup and economic transition; and,

**WHEREAS**, said interlocal agreement was renewed in 1999, 2004, and 2009; and,

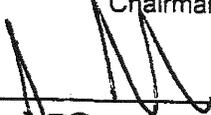
**WHEREAS**, Benton County continues to value its involvement and participation with Hanford Communities; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Benton County Board of Commissioners that Benton County should remain a member of the Hanford Communities organization, and that the Chairman is authorized to sign and execute the new Interlocal Cooperation Agreement between and among the cities of Kennewick, Pasco, and Richland, and the counties of Benton and Franklin; renewing Benton County's participation in the Hanford Communities until December 31, 2019.

Dated this 3 day of June, 2014.

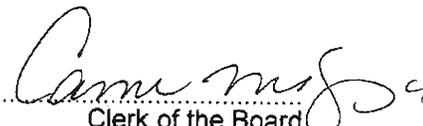
# COPY

  
Chairman of the Board

  
Member

  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Auditor, Sustainable Development (Fyall), City of Richland (Pam Larsen)

Prepared by: A.J. Fyall

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ELIGIBLE LOCAL GOVERNMENTS TO REVIEW, EVALUATE, AND MONITOR CONDITIONS AND OPERATIONS AT THE HANFORD NUCLEAR RESERVATION (HANFORD) THAT DIRECTLY AFFECT THESE**

***"HANFORD COMMUNITIES"***

**COPY**

This INTERLOCAL AGREEMENT, effective the 1st day of January, 2015, is hereby entered into by and between the City of Richland, City of Kennewick, City of Pasco, City of West Richland, and the Counties of Benton and Franklin (hereinafter referred to as "Participating Jurisdictions").

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34 allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and

**WHEREAS**, environmental contamination at Hanford and the U.S. Department of Energy's consequential environmental remediation and waste management activities impose numerous health, safety, and socio-economic impacts on the well-being of the residents of Richland, Kennewick, Pasco, West Richland, and unincorporated portions of Benton and Franklin Counties; and

**WHEREAS**, the vast majority of those who work at Hanford live in and around the Cities of Richland, Kennewick, Pasco, and West Richland; and the counties therein; and

**WHEREAS**, although each jurisdiction fully reserves the right to pursue its own interests with regard to Hanford, through joint utilization of personnel and other resources these jurisdictions are desirous of entering into a program to review, evaluate and monitor conditions at Hanford and policies, programs and operations of the Department of Energy (DOE) and others in regard to Hanford,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed in accordance with the provisions of RCW 39.34.030 as follows:

**I. PURPOSE**

The purpose of this Agreement is to make available jointly to the Participating Jurisdictions technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition. Information will also be made available regarding policies, programs and operations of the DOE and others with regard to Hanford, and to enhance citizen understanding of such. To that end, the Participating Jurisdictions have established and periodically renew this Interlocal Cooperation Agreement creating an organization to be known as the "HANFORD COMMUNITIES" to:

1. Coordinate efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies;

2. Interact with the DOE, the Washington State Department of Ecology, the U. S. Environmental Protection Agency, and others regarding Hanford environmental contamination, remediation, waste management, response to emergencies, and work force and site transition issues;
3. Evaluate reports, findings, and recommendations regarding ongoing, planned and possible cleanup and waste management activities at Hanford, including actual or potential environmental and socio-economic impacts on the Hanford Communities or individual Participating Jurisdictions;
4. Prepare special studies, assessments, surveys, and related efforts regarding Hanford for the use of the Hanford Communities or individual Participating Jurisdictions and/or to further public information and enhance citizen understanding of Hanford-related issues; and
5. Prepare and issue position papers, give testimony, and sponsor other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities; and
6. Prepare and present issue papers and sponsor activities in support of workforce and community transition issues.

COPY

## II. ORGANIZATION

- A. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, West Richland, Benton and Franklin Counties. Affiliate memberships are open to local government entities other than general purpose governments. Affiliate members will not have voting seats on the Governing or Administrative Boards.
- B. **Governing Board:** The governing bodies of each Participating Jurisdiction shall identify one (1) elected legislative representative from its governing body to serve on the Governing Board of the Hanford Communities. Governing Board members shall focus on addressing issues at the policy level and shall advocate positions consistent with the annual Issue Agenda.
- C. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities. Administrative Board members shall address the day-to-day activities of the Hanford Communities consistent with executing the policy decisions made by the Governing Board.
- D. **Operating Jurisdiction:** One of the Participating Jurisdictions shall be designated as the Operating Jurisdiction and assigned responsibilities for carrying out the items enumerated in "Section I – Purpose" on behalf of the Hanford Communities. The Operating Jurisdiction's rules, regulations, and ordinances, unless otherwise specifically provided for, apply to the Interlocal. Employees of the Interlocal are employees of the Operating Jurisdiction, which shall provide all necessary support services. The Operating Jurisdiction shall administer the Hanford Communities budget, from which authorized program expenses shall be reimbursed. The Operating Jurisdiction shall

provide these reimbursed services at no administrative charge to participants of this Interlocal Agreement.

- E. **Officers:** There shall be a Chairperson and Vice-chairperson for the Governing Board and the Administrative Board, respectively. The Chairperson and Vice-chairperson shall be elected from among the membership of each board to serve one-year terms effective January 1 of each year.

COPY

### III. ADMINISTRATION

- A. **Budget Preparation:** The Operating Jurisdiction shall prepare a budget in accordance with its budget cycle based upon policies adopted by the Governing Board. The budget shall be approved by the Governing Board of the Hanford Communities.
- B. **Funding:** Funds necessary to carry out this Agreement shall come from Participating Jurisdiction assessments and federal, state, and other grants. Assessments shall be based on a funding formula approved by the Hanford Communities Administrative Board.
- C. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and Issue Agenda for the coming year, and other times as needed. The Administrative Board will meet as needed, however, in no event less frequently than quarterly during each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.
- D. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions and affiliated members regarding the breach, interpretation or enforcement of this Agreement shall be first addressed by the parties in a good faith effort to resolve the dispute. Any remaining disputes shall be resolved by binding arbitration in accordance with RCW 7.04A and the Mandatory Rules of Arbitration.
- E. **Liability:** To the extent any liability exceeds the insurance coverage of the Operating Jurisdiction, each remaining Participating Jurisdiction shall be jointly liable for the balance of claim in the same ration as their percentage contribution is to the annual budget.

### IV. DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of January, 2015 when signed by the Participating Jurisdictions and shall continue through December 31, 2019. The term of this Agreement may be extended thereafter with the written approval of the Participating Jurisdictions.

### V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with Hanford Communities funds to carry out the purposes of this Agreement shall be the property of the Hanford Communities. Real and personal property owned by the Operating Jurisdiction and used to service its contract with the Hanford Communities shall remain the property of the Operating Jurisdiction. In the event any property becomes surplus or upon partial or complete termination of this Agreement, property of the Hanford Communities shall be sold and the proceeds shall be divided between the

Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget.

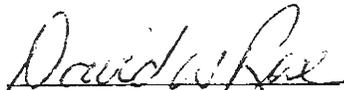
All documents, studies, and issue papers prepared for or on behalf of the Hanford Communities shall be available to Participating Jurisdictions and affiliates for all purposes, and shall constitute a public record pursuant to Title 42.56 RCW upon its public citation in connection with any action of Participating Jurisdictions or affiliates. The Operating Jurisdiction shall serve as the public records officer.

## VI. AMENDMENT

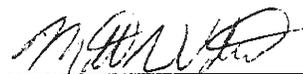
The Agreement may be amended upon written approval of a majority of the Governing Board.

## VII. WITHDRAWAL

A jurisdiction may withdraw without penalty from this Agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.

 5-9, 2014  
Mayor David W. Rose  
City of Richland

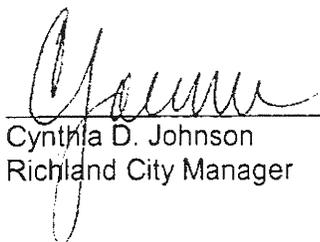
 8/19, 2014  
Mayor Steve C. Young  
City of Kennewick

 5-12, 2014  
Mayor Matt Watkins  
City of Pasco

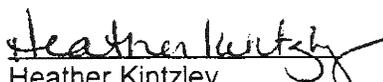
 5/21, 2014  
Chairman Bob Koch  
Franklin County Board of Commissioners

 6-3, 2014  
Chairman James R. Beaver  
Benton County Board of Commissioners

**COPY**

 5/13, 2014  
Cynthia D. Johnson  
Richland City Manager

**APPROVED AS TO FORM**

  
Heather Kintzley  
Richland City Attorney

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
SUSTAINABLE DEVELOPMENT FUND NUMBER 0135101, 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

C. McKenzie

**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
558-610	1652	Community Relations Coordinator	\$2,049	558-610	1731	Sus. Dev. Coordinator	\$7,683
558-610	5207	Hanford Communities Board	\$13,030	558-610	2102	Social Security	\$358
558-610	3101	Supplies	\$1,500	558-610	2103	Medical Insurance	\$466
558-610	3201	Vehicle Fuel	\$679	558-610	2104	Retirement	\$714
558-610	4103	Professional Services	\$500	558-610	4102	Contract Services	\$5,848
558-610	4112	Economic Dev.	\$3,850	558-610	4901	Association Dues	\$11,259
558-610	4201	Postage	\$130				
558-610	4301	Travel	\$2,075				
558-610	4304	Registration	\$414				
558-610	4503	Rentals	\$600				
558-610	4905	Training	\$1,144				
558-610	4906	Print/Bindery	\$357				
<b>TOTAL</b>			<b>\$26,328</b>	<b>TOTAL</b>			<b>\$26,328</b>

Explanation:

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member