

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, August 23, 2016
Benton County Courthouse, Prosser, WA

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

9:00 AM

Call to Order

Approval of Minutes

❖ **August 16, 2016 Board Meeting**

Review Agenda

Consent Agenda

Commissioners

a. Contract w/WA State Military Department for E911 Services

b. Line Item Transfer, Fund No. 0000-101, Dept. 115

Human Services

c. Agreement w/Housing Authority of Kennewick for Nueva Vista Development Housing

Parks

d. Contract w/Environmental Assessment Services for Cultural Resources Assessment @ Horn Rapids Park

Personnel

e. Settlement Agreement and Release Regarding Claim Number CC 2016-08

Public Safety Tax

f. Amendment #1 to Agreement w/Boys & Girls Club for Prosser Teen Program Investment

Public Works

g. Approval of Invoices from Dave Martin Family Auto for Detailing of Five Vehicles

h. Agreement w/PBS Engineering & Environmental Inc for Geophysical/Geotechnical Services

Sheriff

i. Salary Request Statement

j. Salary Request Statement

k. Line Item Transfer, Fund No. 0000-101, Dept. 119 & 120

Public Hearing

Budget Adjustment, Rural County Capital Fund No. 0144-101, Dept. 000 ~ S Faulconer

Scheduled Business

Lease Agreement for Four Copiers from Ricoh ~ B Chilton

Local Task Force Agreement w/US Dept of Justice, Drug Enforcement Administration
~ Cpt. Vannoy

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Gang & Crime Prevention Initiative Status Report ~ S Faulconer

Building Department Codes Update ~ S Brown

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, August 16, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: County Administrator David Sparks (vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kely; 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; Treasurer Duane Davidson; Sheriff Keane and Undersheriff Hatcher; Shyanne Faulconer, Community Programs/PR Coordinator; Public Services Administrator Fred Bowen; Erhiza Rivera, Deputy Treasurer; Taylor Ranger, Auditor; Shela Berry and Kyle Sullivan, Human Services.

Approval of Minutes

The Minutes of August 9, 2016 were approved.

Consent Agenda

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

Commissioners

- a. Step Increase Request Authorization

Facilities

- b. Contract w/Superior Maintenance Solutions, LLC for Landscape and Maintenance

GIS

- c. Line Item Transfer, Fund No. 0000-101, Dept. 131

Human Services

- d. Amendment #2 w/DSHS for Developmental Disabilities Services

Juvenile

- e. Line Item Transfer, Fund No. 0115-101, Depts. 171, 173 & 174

Office of Public Defense

- f. Indigent Defense Compensation Services for A Rado

Public Works

- g. Authorization to Proceed With Bid Process for Pavement Marking 2016
- h. Contract Extension w/Coleman Oil Company for Card Lock Services for Gasoline & Diesel

Sheriff

- i. Line Item Transfer, Fund No. 0000-101, Dept. 120
- j. Agreement w/WA State Internet Crimes Against Children Task Force Through City of Seattle Police Department
- k. Amending Resolution 2014-959 for Procurement of Employee Uniforms From Gall's LLC
- l. Letter to Universal Protection Service for Unarmed Security Guard Services

Treasurer

- m. Issuance of a County Road Improvement District No. 21 Bond

Public Hearing - Budget Adjustment

Ms. Smith Kelty presented a budget adjustment to use money in Current Expense in the amount of \$4,300,000 to re-roof the buildings at the Justice Center campus.

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

MOTION: Commissioner Beaver moved to approve the budget adjustment to the 2015-2016 Current Expense Fund No. 0000-101 Dept. 115 in the amount of \$4,300,000 to complete the re-roofing project at the Justice Center Campus. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing – Budget Adjustment

Matt Rasmussen presented a budget adjustment to complete the transfer of the property on Ely Street from ER&R Fund to Solid Waste Fund. The budget adjustment request in the amount of \$450,000 would allow Solid Waste to receive ownership of the property and ultimately would be paid to Current Expense to pay down the loan for the new maintenance shop.

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

MOTION: Commissioner Delvin moved to approve the budget adjustment to the 2015-2016 Solid Waste Collections Fund No. 0155-101 in the amount of \$450,000 to complete the transfer of the Ely Street property. Commissioner Beaver seconded and upon vote, the motion carried.

Social Media Strategy

Shyanne Faulconer gave a Powerpoint presentation outlining the development of the County's social media strategy and said it was mainly for her to use in implementing a county Facebook and Twitter page. The presentation included the following:

- Define the Audience
- Find the Right Platform

- Facebook, Twitter, LinkedIn
- Goals and Objectives
 - Develop & adopt a strategy and policy
 - Increase participation in social media and the public
 - Build the County brand and image
 - Maintain a consistent message between platforms and county offices
 - Be a good partner to local organizations and county entities
- Strategy and Implementation

Human Services 2163 Funds

Kyle Sullivan and Shela Berry requested the Board authorize use of 2163 Funds for the Kennewick Housing Authority Nueva Vista Phase 2 Project in the amount of \$170,000. The project is to provide funding for the addition of 28 units of affordable housing with 20% for persons with disabilities and 50% for persons coming straight out of homelessness. Kennewick Housing Authority would own the housing.

The Board agreed it was a good project and good use of the funds.

MOTION: Commissioner Beaver recommended approval to use the 2163 funds in the amount of \$170,000 to fund the Kennewick Housing Authority Nueva Vista Phase 2 project. Commissioner Delvin seconded and upon vote, the motion carried.

Mr. Sullivan said he would bring back an agreement for the Board's approval.

US Marshal Intergovernmental Agreement

Undersheriff Hatcher requested the Board authorize the modification to the agreement to clearly define where Benton County would actually transport the US Marshall's inmates.

MOTION: Commissioner Beaver moved to approve the resolution and intergovernmental agreement modification between Benton County and US Marshall's Service. Commissioner Delvin seconded and upon vote, the motion carried.

Mental Health Addition Discussion

Sheriff Keane said they were asked to come in to talk about the proposed mental health wing. He said it was a \$5.8 million project with 24-25 beds. He said they brought this up in 2013 when they identified a rise in mental health issues and brought in a full time mental health professional to the jail. After that, they started a discussion specifically dealing with inmate suicides and looking at a mental health wing and they were now 2.5 years into this discussion.

Undersheriff Hatcher identified all the meetings that took place since that time and that there were 11 presentations to the Board between March 2014 and Feb 2016. He discussed the contracts with the architectural firm and the study and findings that stated Benton County was running a mental health facility within the jail and it needed to be separate. The findings included two options:

remodeling the current facility or building out a separate wing and the option of building out over the remodel was preferred. He said they also attended at least 18 meetings with the design team, county staff, and/or Loretta Smith Kelty and David Sparks and have involved many of the local mental health individuals in the area. He said they had concerns about Snohomish County conducting the peer review because of situations currently going on in that facility.

Undersheriff Hatcher said that Mr. Sparks was very clear about three things including keeping the design cost to a minimum, the design build would be for the future, and Facilities would be in charge of the project and they agreed with Mr. Sparks.

It was stated they involved the mental health community to make sure it was built the correct way, they looked at 3-4 other facilities including Washington County and Spokane County to review the design and operations; they brought in a mental health professional that had experience in a prison and other local professionals including Barbara Meade and Gordon Bopp; they brought in others from Spokane County to review drawings and they felt comfortable with the drawings and operations.

Mr. Hatcher said they had currently spent \$338,000 with Integrus and were at 99% of design drawings. He commented that the peer review was not specified in the contract but it was specified the architects shall meet weekly and that was available if it was needed.

He also commented that the population was down but the mental health cases were up and they were very complex and the urgency of this matter had changed in the time since they started this process. He reiterated that Mr. Sparks was very clear it was to be run by Facilities and they were acting as a support role and not sure if a peer review was necessary; additionally, that every one of the facilities they visited were different and there was not a blueprint for this this type of facility.

Mr. Bowen said that Integrus looked into the peer review and they recommended Snohomish County.

Mr. Hatcher said there were problems that facility. It was stated that Spokane County had the only certified mental health wing in the state.

Sheriff Keane said this was a nationwide issue and it would continue to use staff time and was very labor intensive. He said they were 2.5 years into this and were going to end up with other issues because they hadn't tried to fix the problem.

Commissioner Delvin commented that he remembered remodeling was an issue because of the population and asked if they thought that had changed. Undersheriff Hatcher said the long term operational costs with multiple officers in the pod was one of the reasons they decided the build-out was better. Sheriff Keane said they were trying to capitalize on a design that would use a lot less staffing.

Commissioner Delvin asked if they would be increasing staff and Mr. Hatcher said it was designed to minimize the number of people but they would need one officer and this had the most minimal staffing impact. Commissioner Delvin also asked about maintenance costs and Sheriff Keane said

the alternative to not having a facility and costs associated with that would far exceed the operations costs. He said it was hard to get down to less than one officer.

Mr. Hatcher said the peer review would bring down a jail commander and mental health professional but no one to talk about maintenance and operation costs.

Commissioner Delvin said he was interested in touring the facility with the professionals. Commissioner Beaver said he didn't have a problem with the peer review and having one more set of eyes on this; he said he believed they were going to get it built but they needed to identify the maintenance and operation costs.

Ms. Smith Kelty said she would work with Integrus and Fred Bowen and send out some dates so everyone could attend.

Commissioner Delvin said he would be satisfied after the next peer review to make sure the design was going to work and the maintenance and operation costs were figured out.

Chairman Small said he had confirmation that mental health professionals assisted with this and Spokane County was an outstanding model. He said they needed to look at the future population increase and looked at a remodel versus a new wing. He said with reductions in LFO's the population was still up and Undersheriff Hatcher said they were at 500. There was a discussion regarding population and capacity if they remodeled versus building out. Sheriff Keane commented they could be at 500 but be full if he had officers watching 20 mental health inmates; he said he was disappointed the peer review was being brought up now and not before and felt a lot of the issues had been dealt with.

Other Business

Commissioner Delvin requested staff to review the travel policy and bring back a revised version with a per diem per day to make it easier for accounting purposes.

The Board agreed.

Claim for Damages

CC 2016-13: Received on August 15, 2016 from Jodi L. Fauver

CC 2013-01: New claim received on August 15, 2016 from Clemente and Dina Navejar (but combined with CC 2013-01)

Vouchers

Check Date: 08/10/2016

P-Cards: #1608

Total all funds: \$267,532.80

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

Resolutions

- 2016-616: Contract w/Superior Maintenance Solutions, LLC for Landscape and Maintenance
- 2016-617: Line Item Transfer, Fund No. 0000-101, Dept. 131
- 2016-618: Amendment #2 w/DSHS for Developmental Disabilities Services
- 2016-619: Line Item Transfer, Fund No. 0115-101, Depts. 171, 173 & 174
- 2016-620: Indigent Defense Compensation Services for A Rado
- 2016-621: Authorization to Proceed With Bid Process for Pavement Marking 2016
- 2016-622: Contract Extension w/Coleman Oil Company for Card Lock Services for Gasoline & Diesel

- 2016-623: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2016-624: Agreement w/WA State Internet Crimes Against Children Task Force Through City of Seattle Police Department

- 2016-625: Amending Resolution 2014-959 for Procurement of Employee Uniforms From Gall's LLC

- 2016-626: Issuance of a County Road Improvement District No. 21 Bond
- 2016-627: Budget Adjustment – 2015-2016 Current Expense Fund, Dept. 115
- 2016-628: Budget Adjustment – 2015-2016 Solid Waste Collections Fund No. 0155-101
- 2016-629: Agreement Modification Between US Marshals Services and Benton County

There being no further business before the Board, the meeting adjourned at approximately 10:05 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT #E17-007 BETWEEN BENTON COUNTY AND WASHINGTON STATE MILITARY DEPARTMENT FOR E911

WHEREAS, in order for Benton County to be reimbursed for certain approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County must enter into a contract with the Washington State Military Department; and

WHEREAS, Benton County Emergency Services recommends entering into Contract #E17-007 with the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the attached Contract #E17-007 between Benton County and the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; and

BE IT FURTHER RESOLVED Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed \$60,500 as stated in the attached contract; and

BE IT FURTHER RESOLVED the attached contract commences July 1, 2016 and expires August 15, 2017.

Dated this.....day of....., 20.....

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

**ATTACHMENT A
SPECIAL TERMS AND CONDITIONS**

I. INTRODUCTION:

The DEPARTMENT'S State E911 Coordinator's Office (SECO) coordinates and facilitates the implementation and operation of E911 emergency communications throughout the state. It is responsible for the reimbursement of expenses by counties for eligible expenses from excise tax revenue retained in the state E911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:		DEPARTMENT:	
Name/Title	Jim Barber, County 911 Coordinator	Name/Title	Teresa Lewis, E911 Enterprise County Assistance Program Manager
E-Mail	j.barber@bces.wa.gov	E-Mail	teresa.lewis@mil.wa.gov
Phone	509.628.8595	Phone	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The COUNTY shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";
- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding; and
- F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement...based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

A. Consistent with the statutes and regulations cited, this contract provides reimbursement solely for approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in support of E911 calls originating in the county, including eligible expenses in the following prioritization: (1) E911 statewide dialing, (2) E911 basic service, and (3) capital items. Payment for E911 statewide dialing will be made, contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, will be transferred to the individual counties, on a pro rata basis. Statewide services benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. The following Statewide services may be reimbursed through this contract:

- i. Coordinator Professional Development (CPD), including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, Coordinator Forums, State Supported training, and National Conference attendance.
- ii. Selected Public Education expenses,
- iii. Selected 911 Salaries, Benefits and Training, 911 Call Receiver Training;
- vi. pre-approved NG911 modernization expenses and interpretative services.

B. Expenses.

- i. General Reimbursement Requirements for COUNTYs:
 - a. Reimbursement will be made, contingent upon funding availability, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in E911 Policy, see Section VII D of this contract;
 - c. In the event available funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;
- ii. Ineligible Items:

Expenses not listed in WAC 118-66-050(1), (2) and/or (3), and not directly associated with the operation of the E911 system are not eligible for state financial assistance or reimbursement under this contract.
- iii. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable E911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Expense Reports and/or requests for reimbursement so they are received by the DEPARTMENT by the 30th day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;
 - c. Expenses contained in Expense Reports not submitted by the 30th day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed. However, revenues reported in such Expense Reports will be counted as part of the County's local revenue;
 - d. Expense Reports will be processed in the order received by the DEPARTMENT;
 - e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
 - f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.

- g. Training expenses are exempt from the 30 day submittal requirement, but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2016** and **June 30, 2017** which is also known as the performance period. Work started prior to July 1, 2016 and/or not complete by June 30, 2017 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY affirms that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the E911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY ensures the funds provided by the DEPARTMENT as described in the Budget attached as Attachment E, shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the E911 policies incorporated herein that are necessary to operate E911 countywide. Reimbursement shall be made consistent with E911 policies for approved expenses described in WAC 118-66 that are incurred between **July 1, 2016** and **June 30, 2017**.
- C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY agrees to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of enhanced 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **Enhanced 911 Policies:** The COUNTY agrees to abide by all of the following E911 Policies, as amended, available at [FY17 E911 Policies One Drive Link](#) and incorporated by reference:
 - E911 Advisory Committee Meeting Attendance Policy (PDF)
 - E911 Coordinator Forum Attendance Policy (PDF)
 - E911 County Coordinator Professional Development Contract Policy (PDF)
 - E911 Public Education Policy (PDF)
 - E911 Statewide Services Support Policy (PDF)
 - E911 Training Policy (PDF)
 - E911 Salaries and Benefits Summary (PDF)
- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports	1	No later than 30 days following the end of the month
Local Travel Policy/Procedures	1	30 days after signatures on this contract and then annually.
Mid-Year Budget Review	1	January 31, of each year
Time Audit Report	1	January 31, of each year
Final Reimbursement Request	1	July 31, 2017

All contract work must not start prior to July 1, 2016 and must be delivered, installed/completed and accepted by June 30, 2017; although certain reports may be submitted by July 31, 2017 as described above. Final billing not received by July 31, 2017, may not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated County E911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the E911 Coordinator to as many of the Advisory Committee meetings as possible each year, but no less than half of the six (6) scheduled Advisory Committee meetings per fiscal year in accordance with the E911 Advisory Committee Attendance Policy; and
- Coordinator Forums: The COUNTY agrees to send the E911 Coordinator and an additional appropriate E911 representative to the October Fall Forum, the March Spring Forum and to the June Summer Training Forum/Conference of each year, in accordance with the E911 Coordinator Forum Attendance Policy.

G. **Compliance with State Law:** The COUNTY will comply with all state law applicable to counties.

VIII. CONDITIONED UPON COUNTYS FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **\$60,500**, or actual cost, whichever is lower, pursuant to the schedule set out in the State Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

**ATTACHMENT B
GENERAL TERMS & CONDITIONS**

- 1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
 - a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT.
 - b. "**COUNTY**" shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
 - c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "**PSAP**" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.
 - f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.

- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.

- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.

- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** (also referred to as the "ADA") and its' implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

- 6) **CHANGES AND MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes to the Contract. Any such changes that are mutually agreed upon by the parties to this Contract shall be incorporated herein by written amendment. It is mutually agreed and understood that no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements shall not be binding.

- 7) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 8) **CONTRACT MODIFICATIONS:** The DEPARTMENT and the COUNTY may, from time to time, request changes in services to be performed with funds subject to this contract. Any such changes that are mutually agreed upon by the DEPARTMENT and the COUNTY shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.
- 9) **COUNTY NOT EMPLOYEE OF AGENCY:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason hereof, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 10) **DISCLOSURE:** The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the Public Records Act or court order.
- 11) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both parties. The team shall, by majority vote, resolve the dispute. The parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 12) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 13) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the Military DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.

- 14) **INDEMNIFICATION:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 15) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 16) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self insured retention, proof of its additional insurance, and all loss coverage. This program of self insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 17) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 18) **LIMITATION OF AUTHORITY:** "Authorized Signature" Only the assigned Authorized Signature for the DEPARTMENT or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
- 19) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 20) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- 21) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.

This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

- 22) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

- 23) **RECORDS, MONITORING AND AUDIT ACCESS:**

- a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
- b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.
- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.

- 24) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

- 25) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with sub-contractors that are entered into under this Contract. All sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

- 26) **TERMINATION:**

- a. If, through any cause, the COUNTY or its sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon

have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.

- b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
- c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.”
- d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.

- 27) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 28) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 29) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

ATTACHMENT C
STATEMENT OF WORK
E911 COORDINATOR PROFESSIONAL DEVELOPMENT CONTRACT - SFY2017
July 1, 2016 – June 30, 2017

CPD 4 MSAG / Mapping / GIS Coordinators

1. Maintenance of MSAG and ALI.
2. Maintenance of 911 required layers and uploading to 911 maps.
3. During this contract period each county will participate in any GIS dataset tests recommended by the E911 Advisory Committee and approved by the SECO.
4. By July 30, 2016, each county will deliver to the SECO their plan and cost estimate for achieving the following anticipated SFY18 deliverable: 'By July 1, 2018 each county will deliver to the state (or designated vendor) a GIS data set that includes the data layers required in the Washington NG911 GIS Data Standards, which have been synchronized to the MSAG, and optionally the ALI, at a 98% match rate.' Note 98% accuracy is the anticipated NENA recommendation – this may change.
5. By June 30, 2017, each county will deliver to the state or designated vendor a GIS data set that includes the data layers required in the Washington NG911 Data Standards, which has been synchronized to the MSAG, and, optionally the ALI, at a 75% match rate to demonstrate their progress towards the July 1, 2018 goal of 98%.

ATTACHMENT D
STATE REIMBURSEMENT SCHEDULE
E911 COUNTY CPD CONTRACT - SFY2017
 July 1, 2016 – June 30, 2017

COUNTY CONTRACT REIMBURSEMENT SCHEDULE
COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) SECTION

Statewide services benefit all counties and do not require local revenue to be used prior to state reimbursement. The following are reimbursed through county contracts:

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Advisory Committee Meeting Attendance	<u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expense for all AC meetings attended by the E911 County Coordinator or designee. The E911 County Coordinator must attend at least 50% of all held AC meetings per fiscal year – <i>contractual requirement</i> . A substitute of a primary PSAP/E911 employee must be pre-approved if requested to attend on the E911 County Coordinator’s behalf, but will not count as part of the contractual obligation of 50% attendance by the E911 County Coordinator.
	AC Subcommittee Meetings	<u>AC Subcommittee Meetings:</u> Subcommittee members are authorized travel reimbursement for all subcommittee meetings they attend.
	Coordinator Forum Attendance	<u>Coordinator Forums:</u> Travel reimbursement expense for a total of two PSAP/E911 employees to attend Coordinator Forums. One of the two must be the E911 County Coordinator. The E911 County Coordinator must attend all Coordinator Forums – <i>contractual requirement</i> . A substitute of a primary PSAP/E911 employee must be pre-approved if requested to attend on the E911 County Coordinator’s behalf.
	State E911 supported Attendance	<u>State E911 supported:</u> Travel reimbursement expenses for the 911 Coordinator to attend State E911 supported training, meetings, and/or events. <i>See: Advisory Committee Meeting Attendance/Travel Reimbursement Policy, Coordinator Forum Policy, Training Policy, Public Education Policy</i>
CPD2	E911 County Coordinator Training	The E911 County Coordinator is authorized up to \$6,000 (per fiscal year) to attend national NG911 related conferences/trainings and/or training to enhance job skills. An additional and/or substitute of a primary PSAP/E911 office employee must be pre-approved if requested to attend on the E911 County Coordinator’s behalf. For counties with a population of 1.5 million or more the authorized amount is doubled for an additional person to attend training, a total of \$12,000 (per fiscal year) <i>See: Training Policy</i>
Continue on next page		

CPD3	Public Education	<p>Up to \$5,000 (per fiscal year) is authorized for expenses directly related to informing the public of the capabilities, limitations, and proper use of E911, which includes training, salaries, travel, supplies and materials. Expenses for purchases and training must be pre-approved by the E911 Program Manager and/or Financial Coordinator. Back-fill is not eligible under this line item. <i>See: Public Education Policy, Training Policy, Salaries & Benefits Summary</i></p>
CPD4	911 Salaries/Benefits and Training	<p>Up to \$13,500 (per fiscal year) is authorized for salaries/benefits and training expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill is not eligible under this line item.</p> <p>Should there be additional funds available following fulfillment of County and CPD Contracts and/or NG Modernization of CPE/Telephone systems have been completed, SECO may authorize additional funds for each of the 39 counties to be used solely for the purpose of NG911 MSAG/GIS Modernization, provided that if a county certifies they have completed MSAG/GIS Modernization they may use the funds for other modernization efforts. The amount of the funding will be determined by SECO if there are additional funds. <i>See: Training Policy, Salaries & Benefits Summary</i></p>
CPD5	911 Call Receiver Training	<p>Total training funds shall be calculated at \$500 (per fiscal year) per full-time call receiver at the primary PSAP(s) with a cap not to exceed 30 call receivers per county. Eligible expenses include: airfare, registration fee, luggage fee, parking, lodging, meals, rental vehicles, fuel, travel costs for mileage (personally-owned vehicles or agency vehicles that employee and/or PSAP is charged a fee to use), training materials and overtime and backfill while in training status. <i>See: Training Policy</i></p>
CPD6	NG911 Modernization	<p>Costs related to modernization of the E911 System as authorized and pre-approved by the State E911 Coordinator.</p> <p>Should there be additional funds available following fulfillment of County and CPD Contracts and/or NG Modernization of CPE/Telephone systems have been completed, SECO may authorize additional funds for each of the 39 counties to be used solely for the purpose of NG911 MSAG/GIS Modernization, provided that if a county certifies they have completed MSAG/GIS Modernization they may use the funds for other modernization efforts. The amount of the funding will be determined by SECO if there are additional funds.</p>
CPD7	911 Interpretive Services	<p>Costs incurred for use of interpretive services to facilitate 911 call taking.</p>

**ATTACHMENT E
BUDGET SHEET
E911 COUNTY CPD – SFY2017
July 1, 2016 – June 30, 2017**

	SFY2017
Coordinator Professional Development	\$ 60,500
TOTAL CONTRACT NOT TO EXCEED	\$ 60,500

SIGNATURE AUTHORIZATION FORM
WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION Benton County	DATE SUBMITTED
PROJECT DESCRIPTION SFY17 E911 Coordinator Professional Development (CPD) Contract	CONTRACT NUMBER E17 - 007

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Shon Small	Benton County Commissioner Board Chairman

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Chris Skinner	BCES Director
	James Barber	SECOMM Manager
	Kim Lettrick	SECOMM Supervisor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Chris Skinner	BCES Director
	James Barber	SECOMM Manager
	Kim Lettrick	SECOMM Supervisor

Please complete form with any new contract or any time personnel changes.
 Submit one original to State E911 Office

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115
TO CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER
110

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 110

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$21,000	518.301	4102	Contract Services	\$21,000
TOTAL				TOTAL			
\$21,000				\$21,000			

Explanation:

Transfer needed to pay for landscape maintenance services, per resolution 2016 -616, for remainder of the 2015-2016 biennium, at the Justice Center, Courthouse, Kennewick Annex, and Animal Control.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Next Available	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
Subject: Grant Agreement #2060-2016-KHA: between Benton and Franklin Counties Department of Human Services and Housing Authority City of Kennewick Prepared by: Deena Horton, Admin Assist-DHS Reviewed by: Kyle Sullivan, Administrator-DHS	Pass Resolution <u> X </u>	Public Hearing _____
	Pass Ordinance _____	1st Discussion _____
	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The purpose of this Grant Agreement is to provide funding for the addition of twenty-eight (28) units of affordable housing to the Nueva Vista housing development located at 334 North Union Street, Kennewick, Washington 99336.

There will be a twenty percent (20%) set-aside for persons with disabilities, and a fifty percent (50%) set-aside for persons coming out of homelessness. This project will provide permanent supportive housing for individuals that have tremendous difficulty finding and being accepted into permanent housing that they can afford. Many homeless people, but by no means all, have a need for supportive social and health services, which will be provided by organizations that are committed to helping the tenants of this project.

COORDINATION

Michaela Murdock, BCPA
 Kyle Sullivan, DHS
 Shela Berry, DHS

SUMMARY

Award: \$150,000.00
Period: July 1, 2016 through June 30, 2018
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Consideration amount of \$150,000.00.

MOTION

To approve signing Grant Agreement #2060-2016-KHA between Benton and Franklin Counties Department of Human Services and Housing Authority City of Kennewick, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2016-KHA BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES HOUSING AUTHORITY CITY OF KENNEWICK

WHEREAS, the purpose of this Agreement is to provide funding to add 28 units of affordable housing to the Nueva Vista development; and

WHEREAS, 20% set-aside for persons with disabilities, and 50% set-aside for persons coming out of homelessness. This project will provide permanent supportive housing for a group that has tremendous difficulty finding permanent housing that will accept them and that they can afford. Many homeless people, but by no means all, have needs for supportive social and health services that will be provided by the organizations who have committed to helping the tenants of this project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2016-KHA between Benton and Franklin Counties Department of Human Services and Housing Authority City of Kennewick; for the funding of additional 28 units of affordable housing to the Nueva Vista Development; for a Consideration amount of \$150,000.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the July 1, 2016 and ends on June 30, 2018.

Dated thisday of, 2016

Chair

Member

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

Attest: _____
Clerk of the Board

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1. SPECIAL TERMS AND CONDITIONS

- 1.1 **Purpose:** The purpose of this Grant Agreement is to provide funding for the addition of twenty-eight (28) units of affordable housing to the Nueva Vista housing development located at 334 North Union Street, Kennewick, Washington 99336. There will be a twenty percent (20%) set-aside for persons with disabilities, and a fifty percent (50%) set-aside for persons coming out of homelessness. This project will provide permanent supportive housing for individuals that have tremendous difficulty finding and being accepted into permanent housing that they can afford. Many homeless people, but by no means all, have a need for supportive social and health services, which will be provided by organizations that are committed to helping the tenants of this project.
- 1.2 **Client Eligibility Requirements**
 - a. **Client Eligibility:** Only Benton County residents who meet the income eligibility criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.
 - b. **Eligibility Verification and Documentation:** County residency and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.
- 1.3 **Compensation:** The County shall pay an amount not to exceed one hundred fifty thousand dollars and zero cents (\$150,000.00), the amount shown in the Consideration Section (Exhibit A) on the face sheet of this Agreement, for the performance of all things necessary for or incidental to the performance of the obligations of this Agreement.
- 1.4 **Eligible Use of Funds:** Funding awarded under this Agreement may only be used for eligible activities and expenses in accordance with Exhibit A, not to exceed \$150,000.00, on the Nueva Vista housing development located at 334 North Union Street, Kennewick, Washington 99336 (hereinafter referred to as the "Property").
- 1.5 **Contractor's Obligations:** The Contractor shall improve the Property as described in Exhibit A (hereinafter referred to as the "Project") by June 30, 2018.
- 1.6 **Period of Performance:** The improvements required by this Agreement shall be made and completed by the Contractor between July 1, 2016 and June 30, 2018 (hereinafter referred to as the "Project Period").
- 1.7 **Funding Sources:** Funding sources under this Agreement are as follows: Benton County Affordable Housing Surcharge received pursuant to RCW 36.22.178.
- 1.8 **Billing Procedures and Payment:** The Contractor shall submit written claims for actual costs incurred on the appropriate forms provided by the County accompanied with verifiable documentation by the 10th day of each month. Payments made under this Agreement are intended by both Contractor and Benton County to be reimbursement for actual costs incurred by Contractor to complete the Project described in Exhibit A, up to the amounts budgeted in the exhibit and constitute the County's only financial obligation hereunder irrespective of whether the total cost of the Project to the Contractor exceeds \$150,000.00. The final billing for services against this Agreement shall occur no more than thirty (30) days after the end date of this Agreement.

No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Agreement.

Unless otherwise provided for in this Agreement or any exhibits hereto, the Contractor will not be paid for any billings or invoices presented for costs incurred prior to July 1, 2016 or after June 30, 2018.

The County may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The Contractor is responsible for any audit exceptions or disallowable costs incurred by its own organization or that of its sub-contractors.

- 1.9 **Recovery of Overpayment:** The Contractor shall not be reimbursed more than the amount of the allowable costs of performance of the Agreement. If the Contractor, County, or any other state agency determines that the Contractor has received payments under this Agreement in excess of the amount authorized by this Agreement, or otherwise not in conformity with the Agreement and/or if the Contractor bills and is paid fees for costs that County later finds were (a) not incurred; or (b) for work not performed in accordance with applicable standards, the County may recoup those payments, together with interest, as provided in this section.

The Contractor shall pay interest on overpayments at the rate of one percent (1%) per month or portion thereof. Where partial repayment of an overpayment is made, interest accrues on the remaining balance. Interest will not accrue when the overpayment occurred due to County error.

If the overpayment is discovered by the Contractor prior to discovery and notice by the County, the interest shall begin accruing ninety (90) days after the Contractor notifies the County of such overpayment.

If the overpayment is discovered by the County prior to discovery and notice by the Contractor, the interest shall begin accruing as follows, :

- a. Thirty (30) days after the date of notice by the County to the Contractor; or
- b. Ninety (90) days after the date of overpayment to the County, whichever is later.

If the Contractor receives a notice of overpayment, which the County shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Contractor.

- 1.10 **Fiscal Management:** The Contractor shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to state and/or local grants, awards, and/or contracts. The Contractor shall ensure that construction and management of the Project is done in the most cost effective and efficient manner possible.

The Contractor's financial management system at a minimum shall:

- Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency.
- Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after the Project Period.
- Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Contractor directly relating to the cost identified in the Budget.

- 1.11 **Access to Children, Disabled Persons, and Vulnerable Adults:** The Contractor shall prohibit staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services herein. The Contractor must conduct a background check for all applicants for staff or volunteer positions who

have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, they shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's authorized representative(s).

- 1.12 **Relationship of Parties:** The relationship of the Contractor to the County shall be that of independent contractor. No provision of this Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

The Contractor and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer, or employee of the County, nor will they claim any of the rights, privileges, or benefits which might accrue to County employees.

Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

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

- 1.13 **HMIS System:** The Contractor shall provide client information on an ongoing basis, and include a HMIS print out of clients served with each monthly bill before the 10th of each month. The Contractor will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the County access to client level data. The Contractor will enter and exit all client information into the HMIS system on an ongoing basis.

- 1.14 **Insurance:** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County, its agents, officers, and employees should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor, or agents of the Contractor, while performing under the terms of this Agreement. Prior to request for reimbursement under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for five (5) years. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior notice to the County. Contractor shall maintain, at Contractor's sole expense unless otherwise stipulated, the following insurance coverages insuring Benton County, its elected and appointed officials, officers, employees, and agents as required herein.

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

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

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

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

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

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

1.14.3 **Worker's Compensation Insurance:** Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work. **With respect to the performance of this Agreement and as to claims or actions against the County, its officials, officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim or actions brought by or on behalf of any employee of the Contractor against the County.** However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims or actions against Contractor by County, and does not include or extend to claims or actions by Contractor's employees directly against Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

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

1.14.5 **Waiver of Subrogation Clause:** The County shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure, or tangible personal property of the other occurring as a result of activity under this Agreement, even if such loss or damage might have been occasioned by the negligence of the County, its officials, officers, agents, or employees, when the loss or damage is

covered by insurance benefiting the Contractor suffering such loss or damage or was required to be covered by insurance under terms of this Agreement. Contractor shall cause each insurance policy it obtains to contain this waiver of subrogation clause.

- 1.15 **Documents on File:** Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review.

All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and information regarding whether the goals have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff, which may also be submitted electronically.
- Written progress notes that describe services provided and staffs' involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff person's name. Notes shall be legible;
- Correspondence related to each client; and
- Verification and documentation of client's eligibility for residency, homelessness status, and income.
- Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative, or advocate is also informed.
- Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
 - a. is approved by the County;
 - b. is explained to participants and, if necessary, to a family member, legal representative, or advocate;
 - c. provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
 - d. produces an outcome that shall be documented in the client file.

- 1.16 **Reporting:** The Contractor shall provide quarterly updates, in a format prescribed or approved by the County, to the County on or before the 20th of each month.

- 1.17 **Outcomes and Performance Goals:** Program outcomes will be monitored and tracked against the HMIS database reports. Performance goals for the Benton County Affordable Housing and Assistance funds are:

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

- 1.18 **Order of Precedence:** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

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

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

(This section left blank intentionally)

2. GENERAL TERMS AND CONDITIONS

- 2.1 Definitions: As used throughout this Agreement, the following terms shall have the meaning set forth below:
- 2.1.1 **“Authorized Representative”** shall mean the Director, Executive Director, and/or the designee authorized in writing to act on the Director’s behalf and/or Administrator of Department of Human Services.
 - 2.1.2 **“COMMERCE”** shall mean the Department of Commerce.
 - 2.1.3 **“Personal Information”** shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, or other identifying numbers, and any financial identifiers.
 - 2.1.4 **“Contractor”** shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
 - 2.1.5 **“State”** shall mean the State of Washington.
- 2.2 **Advance Payments Prohibited:** No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by County.
- 2.3 **Agreement:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- 2.4 **All Writings Contained Herein:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 2.5 **Amendments and Modifications:** Except as provided otherwise herein, this Agreement may be amended only in writing by agreement of all parties hereto and their authorized representatives. The Contractor hereby acknowledges that this Agreement is subject to all Federal statutes, Federal regulations, RCWs, and WACs applicable to this Agreement. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of federal and state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The Contractor agrees to accept, and execute any and all amendments offered by the County needed to effectuate the Federal statute, Federal regulation, RCW, and/or WAC.
- Any proposed change(s) in the Project must be submitted in writing to the County for approval prior to Contractor implementing any such change. Any such changes shall be considered a request to modify or amend this Agreement.
- 2.6 **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35:** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 2.7 **Approval:** This Agreement shall be subject to the written approval of the County’s Authorized Representative and shall not be binding until so approved. The Agreement may be altered

amended, or waived only by a written amendment executed by both parties' authorized representatives.

- 2.8 **Assignment:** The Contractor shall not assign, transfer, or sell any interest in the Property to any party without the prior written consent of the County's authorized representative(s). Should the Contractor sell or transfer the Property without being given express written consent by the County, the Contractor shall be obligated to repay funds issued under this Agreement
- 2.9 **Attorney Fees:** Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.
- 2.10 **Audit, Monitoring, Access, and Examination:** When requested by Contractor, the County shall provide technical assistance to the Contractor, to the extent practicable, regarding compliance with the statutory use of the funds paid hereunder throughout the term of this Agreement. The County may monitor Contractor's performance hereunder and compliance with the terms of this Agreement. Monitoring may include a visit to the Property or to the Contractor organization.

The Contractor shall cooperate with the County or its agent in the evaluation of Contractor's performance under this Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56.

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Contractor's performance hereunder. The County shall provide reasonable notice of any county monitoring or evaluation, unless the County has reason to believe that monitoring without notice is necessary. The County shall monitor the Contractor programmatically and financially on site within the sole discretion of the County. The Contractor shall make available to the County and/or the state auditor all records, books or pertinent information that Contractor shall have kept pertaining to this Agreement and as required by this Agreement, Federal law, and/or Washington law. Contractor shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

The Contractor shall respond timely and accurately to requests from the County to provide information necessary to respond to inquiries from other entities having authority to make such requests.

The Contractor agrees to notify the County in advance of any state or other formal inspections, audits, accreditation, or program reviews and provide to the County copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.

- 2.11 **Confidentiality/Safeguard of Information:** The parties to this Agreement shall use Personal Information (demographics, personal health information, and income verification) and other information gained only for the purpose of the Agreement. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Agreement whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall

make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

The Contractor understands that as public entities, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) that it submits to the County, including, but not limited to, descriptions of work, client files, billings, and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

- 2.12 **Copyright Provisions:** Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the County effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register, and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the County has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the County.

The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the County with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

- 2.13 **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

- 2.14 **Disputes:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the County's Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.
- 2.15 **Duplicate Payment:** The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other Grant, sub grant, or other source.
- 2.16 **Ethics/Conflicts of Interest:** In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.
- 2.17 **Governing Law and Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.
- 2.18 **Headings and Captions:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.
- 2.19 **Indemnification:** The Contractor shall hold harmless, indemnify, and defend the County, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

In any and all claims against the County, its officers, officials, employees, and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section [2.19] shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, error or omission, or breach of any common

law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.

- 2.20 **Licensing, Accreditation, and Registration:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.
- 2.21 **Limitation of Authority:** Only the County Commissioners shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.
- 2.22 **Performance Goals:** The performance goals for the Benton County Affordable Housing and Assistance funds are:
- a. to provide direct services to homeless individuals;
 - b. to provide supportive services to eligible clients;
 - c. to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
 - d. to decrease homelessness.
- 2.23 **Proprietary Rights:** The County hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with Low-Income Housing funds.
- 2.24 **Recapture:** In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the County. In the alternative, the County may recapture such funds from payments due under this Agreement.

- 2.25 **Records Maintenance:** The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including, but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

Project records shall include evidence of benefit to very low-income persons, description of the work, financial records (source and use of funds, authorization to expend funds, obligations, unobligated balance, assets, liabilities, outlays, and income), property acquisition, fair housing, equal opportunity, property disposition, etc. The public shall be granted reasonable access to all "public records" pursuant to RCW 42.56.

Contractor shall prepare a report once the agreed upon work has been completed. The report shall include a summary of the work completed and the cost associated to said work.

The Contractor shall additionally: Report to the County, within five (5) business days of request by the County, its policies and procedures for screening and admissions of qualified residents.

- 2.26 **Right of Inspection:** At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to unannounced site inspections by

the County as necessary to review, monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

- 2.27 **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
- 2.28 **Survival:** The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.
- 2.29 **Suspension/Reduction of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in the provision of housing to low income persons at the Property.
- 2.30 **Termination for Cause/Suspension:** In the event the County determines that the Contractor failed to comply with any term or condition of this Agreement, the County may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, upon written notice the County may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Agreement or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

The County may terminate the Agreement for default without written notice and without opportunity for correction if the County reasonably believes that the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to this Agreement.

- 2.31 **Termination for Convenience:** Except as otherwise provided in this Agreement the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the County shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- 2.32 **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:
- Stop work under the Agreement on the date, and to the extent specified, in the notice;
 - Place no further orders or sub grants for materials, services, or facilities related to the Agreement;

- Assign all of the rights, title, and interest of the Contractor under the orders and sub grants so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub grants. Any attempt by the Contractor to settle such claims must have the prior written approval of the County's authorized representatives; and
- Preserve and transfer any materials, Agreement deliverables, and/or the County's property in the Contractor's possession as directed by the County.

Upon termination of the Agreement, the County shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. The County may withhold any amount due as County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

2.33 **WAIVERS:** No employee of the County or the Contractor has the power, right, or authority to waive any of the terms, conditions, and/or covenants of this Agreement.

The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.

The failure of the County or the Contractor to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of the County or the Contractor to enforce each and every term of the Agreement.

**Housing Authority City of Kennewick
Project Title: Nueva Vista Phase II**

EXPENSES	
<i>Description:</i>	<i>Cost:</i>
Market Study	\$7,000.00
Architect	\$118,500.00
Engineering	\$4,000.00
Environmental Assessment	\$2,500.00
Geotechnical Study	\$8,000.00
Boundary & Topographic	\$10,000.00
TOTAL	\$150,000.00

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

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

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

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

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

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

On behalf of Housing Authority City of Kennebec I, Lona Hammer, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

Lona Hammer 8/9/16
Agency Representative and Date

Benton and Franklin Counties Department of
Human Services Representative

BENTON AND FRANKLIN COUNTIES

DEPARTMENT OF HUMAN SERVICES

Coordinated Entry System (CES) Guidelines

A. Foundational Principles

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

What CES does:

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

CES goals:

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

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

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

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

C. Assessment

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

1. A household who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - A household with a primary nighttime residence that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
 - A household living in a temporary living arrangement, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs.
2. One or more household members who are exiting a system of care and have no available housing options after exiting:
 - Psychiatric hospital or other psychiatric facility,
 - Substance abuse treatment facility or detox center,
 - Hospital (non-psychiatric),
 - Jail, prison, or juvenile detention facility, or
 - Foster care home or foster care group home.

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

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

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

Step One:

The assessment determines:

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

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

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

Step Two:

Will determine one of the following:

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

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

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

D. Direct Services Provided within CES

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

- Household will be determined eligible after the Shelter Assistance Eligibility Worksheet is completed by the Intake Case Manager
- Households refused admission to UGM for the following reasons will not be considered eligible:
 - Negative behavior or not adhering to rules while at the UGM
 - Leaving the UGM voluntarily

- Having a pet which is not considered **medically** necessary. Households with pets must have a document signed by a recognized medical professional (i.e.: doctor or psychiatrist)
- Adult only households will be issued shelter/motel vouchers only during inclement/adverse weather conditions (below 40 degrees/over 95 degrees) except when a health condition prevents them from staying at the UGM which must be documented by a doctor or psychiatrist (i.e. wheel chair, oxygen equipment, mental illness)
- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels selected by CES staff

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

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

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

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

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

Occupancy Standards for Benton and Franklin Counties:

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

*Override with Administrator approval ONLY

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

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

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

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

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

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

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

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

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

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

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

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

L. Contact Information:

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

**FILED FOR RECORD AT REQUEST OF:
AFTER RECORDING RETURN TO:**

Benton and Franklin Counties Department of Human Services
Benton and Franklin Counties Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336

Reference Numbers:	Grant Agreement #2060-2016-KHA
Grantor(s):	Benton and Franklin Counties Department of Human Services
Grantee(s):	Housing Authority City of Kennewick
Abbreviated Legal Description:	334 North Union Street, Kennewick, WA 99336
Assessor's Property Tax Parcel/Account No.:	1-3499-301-3416-006

RESTRICTIVE COVENANT

The Grantee, Housing Authority City of Kennewick, for itself and its heirs, executors, transferees, successors, and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of the Benton and Franklin Counties Department of Human Services, and to the extent that said express written consent is provided, Grantee and its heirs, executors, transferees, successors, and assigns agree to abide by the covenants on the property and assume the obligations of Grantee under the terms of Grant Agreement #2060-2016-KHA between Benton and Franklin Counties Department of Human Services and Housing Authority City of Kennewick executed on the _____, 2016; furthermore, the real property shall be possessed, used, developed, and operated by the Housing Authority City of Kennewick, and its heirs, executors, transferees, successors, and assigns, exclusively for eligible housing activities, as described in RCW 36.22.178, that serve low- or very low-income households with incomes at or below fifty (50) or thirty (30) percent of the area median income as established by the U.S. Department of Housing and Urban Development (HUD) for the Richland, Kennewick, and Pasco, Washington Metropolitan Statistical Area (MSA).

Legal Description: Attached as Exhibit A
Tax Parcel ID: 1-3499-301-3416-006
Common Address: 334 North Union Street, Kennewick, Washington 99336

This Covenant shall be in full force and remain in effect until June 30, 2031, at which time the same shall become null and void and no longer binding upon either party nor upon the above-described property. This Covenant may not be revised or modified except upon the mutual consent of Housing Authority City of Kennewick and Benton and Franklin Counties Department of Human Services, or their successors and assigns.

This Covenant is intended to run with the land described herein and shall be binding upon all parties owning or hereafter acquiring said property or any portion thereof during the duration of said Covenant.

SIGNED as of the _____ day of _____, 2016.

HOUSING AUTHORITY CITY OF KENNEWICK

GRANTEE: Lona Hammer, Executive Director

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this _____ day of _____, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lona Hammer, known to me to be the Executive Director of the Housing Authority City of Kennewick, Washington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument on behalf of said municipal corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My Commission Expires:

BENTON FRANKLIN COUNTIES DEPARTMENT
OF HUMAN SERVICES

GRANTOR: Kyle Sullivan, Administrator

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this _____ day of _____, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kyle Sullivan, known to me to be the Administrator of Benton and Franklin Counties Department of Human Services, Kennewick, Washington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said municipal corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My Commission Expires:

EXHIBIT A

(Legal Description of Parcel ID No. 1-3499-301-3416-006)

THAT PORTION OF SHORT PLAT #3416, LOT 4 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M. BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH LIES S89°31'52"E 731.65 FEET AND NORTH 00° 53' 56" EAST 360.46 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE S89° 53' 57" W 229.04 FEET; THENCE N00°53'56"E 301.16 FEET; THENCE SOUTH 89° 32' 48" EAST 22.01 FEET; THENCE S00°53'56"W 298.95 FEET TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2014-015513, 6/27/2014). VACATED 20.00 FOOT ACCESS AND UTILITY EASEMENT PER AF#2015-003653, 0/09/2015

d. Contract w/Environmental Assessment Services for Cultural Resources Assessment @ Horn Rapids Park

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: August 23, 2016 Subject: Service Agreement between Benton County and Environmental Assessment Services, LLC (EAS) Prepared by: Shyanne Faulconer Reviewed by: Adam Fyall	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

For Board consideration is execution of a professional services agreement with Environmental Assessment Services (EAS) for assessment of and mitigation recommendations for a cultural resources site that has been compromised at Horn Rapids Park.

BACKGROUND INFORMATION

Earlier in 2016, it was reported to County staff that a site of possible historical/cultural origin had been exposed at Horn Rapids Park in the dune area between the Horse Camp and the Yakima River. This is an area known to be associated with the Columbia Camp that was operated by the Bureau of Prisons during World War II. Informal survey by persons known to the County and with demonstrated professional expertise in this field concurred that this was probably a historical site, and that there may also be a compromised site of archaeological origin nearby.

The sites were buried under sand that has since been removed. The sites appear to be compromised, but not extremely degraded (looted).

The State’s Department of Archaeology and Historic Preservation is aware of the site(s) and is concerned about its condition. DAHP has requested that Benton County assess the site(s) and then perform protection/mitigation actions. This will probably mean covering the site with heavy fabric and reburying them.

County staff requested proposals for this work from three firms based in the Columbia Basin with expertise in this area – Environmental Assessment Services (EAS), Northwest Anthropology, and Teara Farrow Ferman – with only EAS responding with a formal proposal. DAHP has confirmed that they are very familiar with EAS’s work and that this would be an appropriate consultant to use for the work.

A contract has been prepared and approved for form by the Prosecutor, and appropriate insurance notices have been received, reviewed, and affirmed. EAS is prepared to begin work immediately.

FISCAL IMPACT

Total amount of this contract is not to exceed \$4,524.20, to be paid from the Park Development Fund.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A CULTURAL RESOURCES ASSESSMENT AT HORN RAPIDS PARK – A PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND ENVIRONMENTAL ASSESSMENT SERVICES, LLC.

WHEREAS, the Benton County Parks Department operates Horn Rapids Park in eastern Benton County; and,

WHEREAS, in early 2016 it was reported that a site of possible historical and/or cultural origin had been exposed at Horn Rapids Park, in the dune area between the Horse Camp and the Yakima River; and

WHEREAS, the Washington State Department of Archaeology and Historic Preservation is aware of the site and is concerned about the condition, and has requested that Benton County assess the site and perform protection and/or mitigation actions; and

WHEREAS, the Parks Department will work with a third-party consultant to develop a professionally-prepared cultural resources assessment for the portion of Horn Rapids Park where this site is exposed; **NOW THEREFORE**,

BE IT RESOLVED, by the Benton County Board of Commissioners that Benton County will enter into a personal services contract with Environmental Assessment Services, LLC of Richland, Washington for a cultural resources assessment of the exposed site at Horn Rapids Park. The maximum payable amount under this contract to the contractor is \$4,524.20, and shall be paid from the Park Development Fund. The contract will expire on December 31, 2016.

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

**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 **ENVIRONMENTAL ASSESSMENT SERVICES, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 350 Hills Street, Suite 112, Richland, WA 99354 (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 and Cost Estimate for a Cultural Resources Assessment at Horn Rapids Park; and
- c. Exhibit B - Cost Estimate for the Horn Rapids Park Project for the Benton County Commissioners' Office.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work and Cost Estimate for a Cultural Resources Assessment at Horn Rapids Park", 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 Terms and Conditions set forth herein.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name: Brett Tiller
Address: 350 Hills Street, Suite 112
City, State Zip Code: Richland, WA 99354
Phone: (509)375-4212
Email: brett.tiller@easbio.com

- b. For COUNTY:

Name: Adam Fyall
Address: 620 Market Street
City, State Zip Code: Prosser, WA 99350
Phone: (509)736-3053
Email: Adam.Fyall@co.benton.wa.us

5. COMPENSATION

- a. For CONTRACTOR's performance of the services set forth in Section 3 of this Contract, COUNTY shall pay to CONTRACTOR Four Thousand Five Hundred Twenty-Four Dollars and Twenty Cents (\$4,524.20), in accordance with the estimate provided by CONTRACTOR in Exhibit B. In the event that the actual cost of services performed by CONTRACTOR varies from the estimated cost, CONTRACTOR's services shall be billed at the hourly rates provided in Exhibit B, subject to the limitations set forth in Subsection (b) of this Section 5.
- b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00). Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract.

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

6. **AMENDMENTS AND CHANGES IN WORK**

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

for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

The CONTRACTOR shall obtain and maintain continuously, the following 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 thirty-six (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 thirty-six (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 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.

- 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 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 must 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 are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY 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 thirty-six 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 Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY, and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, or its elected and appointed officials, employees, or 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 8 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.

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 costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. 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, 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. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, 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, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job

using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY, and its officers, officials, employees, and agents, from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR, and its employees, subcontractors, and 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 their agreement. 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 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 given three (3) days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); 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 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 the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

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

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

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

Dated: _____

Benton County Board of Commissioners

Chairman

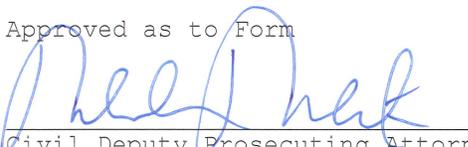
Member

Member

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

Attest: _____
Clerk of the Board

Approved as to Form


Civil Deputy Prosecuting Attorney

Dated: 08-11-16

Environmental Assessment Services



Signature

CEO/Principal Scientist
Title:

Brett Tiller

Exhibit A: Scope of Work and Cost Estimate for a Cultural Resources Assessment at Horn Rapids Park

July 18, 2016

Introduction

Environmental Assessment Services (EAS) is offering to provide professional consultation services and to conduct a cultural resources damage assessment, which includes preparation of a contract, consultation, a literature review, field work, and a final report. The cultural resources damage assessment report will be prepared for the Sustainable Development Manager of the Benton County Commissioners' Office for a recently discovered archaeological site near Horn Rapids Park. The Benton County Commissioners Office contacted EAS requesting a scope of work and cost estimate to assess historic artifacts discovered on property under their management. The following information is the approach to complete the damage assessment. Phase 1 and continues through Phase IV below.

Preliminary Field Visit

On June 23, 2016 Adam J. Fyall, Development Manager for the Benton County Commissioners' Office contacted EAS about doing a damage assessment/survey for a small exposed Columbia Camp era midden at Horn Rapids Park north of Benton City.

On June 24, 2016, Jim Sharpe (EAS cultural resources specialist) met with Mark Finkbeiner (park manager) to inspect the discovery. Mark indicated the site was identified by someone walking through the area and reported the discovery. The preliminary field visit identified an east/west open trench with an area of looting near the east end of the trench. The looting appeared to be old, but did expose a large quantity of historic artifacts that appear to be Hanford era related and associated with the nearby temporary prison camp that operated from 1943-1947. Prisoners at the camp harvested fruit on the Hanford Reservation. The preliminary field visit also identified a second trench nearby and prehistoric artifacts in the dunes west of the trenches.

Project Location

The project is located in Richland, Washington, south of the Horn Rapids Park camping area and west of the Yakima River and north of Benton City.

Phase I (Consultation)

EAS or their designated representative will consult with the Department of Archaeology and Historic Preservation (DAHP) to determine the level of documentation required for the project. It is assumed that the DAHP will request an archaeological survey of the general area and to document the find through a damage assessment report, recording the discovery on a Washington State Archaeological Site Form. In addition it is assumed that the DAHP will also request the prehistoric site be documented. During a July 13, 2016 phone call to the DAHP, it was requested by Lance Wollwage (assistant state

archaeologist) that the survey methodology be prepared and submitted to them for review and comment prior to the field investigation.

Phase II (Literature Review)

The EAS cultural resources specialist will conduct a literature review of the general area of the discovery using the Washington Information System for Architectural and Archaeological Records Data (WISAARD) electronic database, historic maps and photographs to assist in collecting information for the discovery. Information obtained from the literature review will be incorporated into the cultural resource damage assessment report.

Phase III (Field Work)

The EAS cultural resources specialist will conduct a field investigation following the completion of a contract, survey methodology and literature review. Photographs and Global Positioning System (GPS) coordinates will be collected to assist in the documentation of the site. Information collected from this activity will be included into the damage assessment report and to complete the necessary site forms.

Phase IV (Report)

The Washington DAHP requires all reports to follow state standards. This includes a topographic map of the area, a context statement, information obtained from the literature review and fieldwork along with findings and recommendations. Once the draft report has been compiled it will be provided to the Sustainable Development Manager or their appointed representative for review and comment. EAS will address comments of the report and resubmit the damage assessment report to the Sustainable Development Manager, who will then submit the report to the DAHP for a 30 day review period. The DAHP may submit the damage assessment report to the affiliated tribes. If no comments are received, the report will be considered final. If comments are received from consulting parties, EAS will work with the Sustainable Development Manager to address the comments. Once the final damage assessment report is completed, 1 hard copy and one CD of the final cultural resources damage assessment report will be submitted to the Sustainable Development Manager.

Assumptions

- No Traditional Cultural Properties (TCP) studies will be conducted.
- One archaeological site form will be completed for the historic site.
- A survey methodology will be prepared by the EAS cultural resources specialist and submitted to the Sustainable Development Manager for review and comment. EAS will address the comments then resubmit the survey methodology to the DAHP for review and comment. EAS will address all comments received from the DAHP.
- One archaeological site form will be completed for the prehistoric site.
- No subsurface testing will be conducted.
- One round of comments from the Sustainable Development Manager or their representative will be addressed for the cultural resources report.

- One round of comments from consulting parties will be addressed of the cultural resources assessment report.
- All comments for the cultural resources damage assessment report will be addressed in the final report.

Cost to Complete Project

The cost to complete the project as described in this document is estimated at \$4,524.20.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: August 23, 2016	Execute Contract	_____	Consent Agenda <u> X </u>
Subject: Claim Release	Pass Resolution	_____X_____	Public Hearing _____
Prepared by: D. Meyer	Pass Ordinance	_____	1st Discussion _____
Reviewed by: L Wingfield	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

Starting May 19, 2016 Benton County started road work on Badger Rd near his home. Over the course of several days his vehicle had sustained several rock chips. He had requested a sum of \$1633.80 for repairs. Upon further investigation into multiple locations that replace windshields it was determined that a more reasonable settlement of \$325.80 was agreed upon.

SUMMARY : See above.

RECOMMENDATION:

Recommend approving the Resolution to enter into the Settlement Agreement with Mr. Guillen and to pay claimant \$325.80 for a release of the claim pursuant to the terms of the Release and Hold Harmless Agreement.

FISCAL IMPACT:

Benton County shall pay claimant \$325.80.

No supplement required.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date: August 23, 2016 Subject: First Amendment to Personal Service Agreement between Benton County and Boys and Girls Club of Benton and Franklin Counties Prepared by: Shyanne Faulconer Reviewed by:</p>	<p>Execute Contract X Pass Resolution X Pass Ordinance Pass Motion None</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>

SUMMARY

Benton County would like to amend the service agreement with Boys & Girls Club of Benton and Franklin Counties for Prosser Teen Program Investment, per Resolution 2016-608. Both parties wish to increase the budget of the Contract an additional fifteen thousand dollars (\$15,000) to increase the quality and amount of services provided by the Contractor.

BACKGROUND INFORMATION

Boys & Girls Club of Benton and Franklin Counties are committed to empowering all young people “to reach their full potential as productive, caring, responsible citizens.” Additional funding would support the increased services and expansion of the Teen Program at the Prosser Park Branch. The Club opened its doors in 2010, and has seen a steady increase in membership since then, with over 60 teen members as of March 2016.

RECOMMENDATION

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

FISCAL IMPACT

Funding for the additional services as outlined in this amendment are provided by the Benton County Public Safety Tax. There is no impact on the current expense budget. All revenues and expenditures are from the Public Safety Tax Fund 0148-101, for a new contract amount of fifty five thousand dollars (\$55,000).

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS AND GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES FOR PROSSER TEEN PROGRAM INVESTMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-608 dated August 9, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed forty thousand dollars (\$40,000); and

WHEREAS, the both parties wish to increase the budget of the Contract an additional fifteen thousand dollars (\$15,000); and

WHEREAS, the attached first amendment is necessary to increase the quality and amount of services provided by CONTRACTOR; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the first amendment increasing the contract amount for 2016 to an amount not to exceed fifty five thousand dollars (\$55,000); and

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

Dated this _____ **day of** _____, **20**_____

Chairman of the Board

Attest:
Clerk of the Board

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

**FIRST AMENDMENT TO
PERSONAL SERVICES CONTRACT**

BETWEEN

**BENTON COUNTY AND BOYS AND GIRLS CLUBS OF BENTON AND FRANKLIN
COUNTIES**

This Contract Amendment, made and entered into this _____ day of _____, 2016 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BOYS AND GIRLS CLUB OF BENTON AND FRANKLIN COUNTIES**, with its principal office at 801 N. 18th Ave., Pasco, WA 99301, (hereinafter "CONTRACTOR").

Recitals

Whereas, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2016-608 on August 9, 2016 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract.

Whereas, the both parties wish to increase the budget of the Contract an additional fifteen thousand dollars (\$15,000) to increase the quality and amount of services provided by CONTRACTOR.

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

- a) Section 1. **CONTRACT DOCUMENTS** - the documents referenced in Section 1 are hereby deleted and replaced with the following documents attached hereto:
 - i) Exhibit A, Scope of Work Prosser Teen Program Investment; and
 - ii) Exhibit B, Progress Reporting and Measures; and
 - iii) Exhibit C, Prosser Teen Program Investment; and
 - iv) Exhibit D, Invoice.

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

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

a. A detailed description of compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth in Exhibit C, "Prosser Teen Program Investment" which is attached hereto and incorporated herein by reference. Accordingly, for the time period of August 1, 2016, through December 31, 2016, CONTRACTOR shall be compensated by COUNTY in an amount not to exceed fifty five thousand dollars (\$55,000).

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

Dated: _____

Benton County Board of Commissioners

Chairman

Dated: 8/15/16

Boys and Girls Club of Benton and Franklin Counties



Signature

Executive Director
Title

Brian Ace
PRINTED NAME

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

Working **Together** to Build
A Brighter **Future** for Youth



Benton County Gang and Crime Prevention Initiative

Organizational Background

The Boys & Girls Clubs of Benton and Franklin Counties are committed to empowering all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens. The Boys & Girls Clubs have been providing services to youth in the Tri-Cities area since the fall of 1996. The organization now offers 13 locations throughout Benton and Franklin Counties; these include four traditional drop-in Clubs, six afterschool childcare locations at Pasco elementary schools, a preschool, and two teen parenting partnerships. Consistent with our organizational values of *Respect, Integrity, Stewardship, and Passion for Youth*, we provide a broad range of programs and activities focused on our priority outcomes of **Academic Success**, **Healthy Lifestyles**, and **Good Character and Citizenship**.

Organizational Experience

Funding from the Benton County Gang and Crime Prevention Initiative (BCGCP Initiative) would support the cost of program expansion for local teens at the Club branch in Prosser. The Boys & Girls Clubs of Benton and Franklin Counties serves nearly 2,400 youth annually, over 60% of which are low-income youth. On any given day our Clubs are positively impacting the lives of over 700 local youth by providing them with a variety of unique, fun, and engaging programming. Programs implemented at the Boys & Girls Club include prevention programming, education enrichment, healthy lifestyle activities, and civic engagement programs. A survey from Fight Crime: Invest in Kids demonstrated that afterschool programs are absolutely essential to preventing crime; nine out of ten police chiefs agreed with the statement: "If America does not make greater investments in afterschool and child care programs to help children and youth now, we will pay far more later in crime, welfare, and other costs." In the United States, on average, the cost of incarceration can cost over \$400 per youth per day. A recent study from the University of Michigan found that for every \$1 invested in Boys & Girls Clubs nearly \$10 worth of economic benefits are returned to communities and society. Our Traditional Drop-In Club locations serve a high proportion of at-risk and low-income youth and teens that rely on the Club for holistic support. Investments in Boys & Girls Clubs alleviate societal costs such as healthcare, public assistance, and incarceration; an investment through the BCGCP Initiative would allow for the Boys & Girls Club to continue empowering youth along their journey to reaching their full potential.

Grant Administration Experience

The organization has extensive experience in implementing grant-funded programs; staff members at the Club have well-rounded knowledge of how to implement various types of grants including those granted from government agencies, private and public foundations, corporate foundations, as well as small service organizations. Currently, the Boys & Girls Clubs of Benton and Franklin Counties implements prevention

programming through a multi-year grant from the Benton Franklin Health District and the Washington State Department of Health. Other successful grant-funded programs currently implemented throughout the organization include a case management mentoring program through U.S. Department of Justice's Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the Boys & Girls Clubs of America (BGCA) and drug prevention programming for middle school-aged youth through the Washington State Department of Social and Health Services (DSHS). In addition to these large-scale grants, the organization also implements a variety of grant-funded programs through various corporations and regional service organizations. The Boys & Girls Club has the unique capacity to successfully implement many grant-funded programs through the efforts of the organization's Grants & Outcomes Coordinator dedicated exclusively to grant writing, grant implementation, and program execution. The collaborative efforts of the Grants & Outcomes Coordinator, administrative staff members, and Branch-level staff members all contribute to the success of implementing grant-funded programs and initiatives.

Program Summary

During the inaugural funding year of the BCGCP Initiative, The Boys & Girls Clubs of Benton and Franklin Counties is seeking funding to support one project at our Prosser Club location in Benton County. An executive summary and the funding amount requested can be found below.

Prosser Teen Program Investment

\$55,000.00

Funding support from the BCGCP Initiative would support the sustainability and expansion of the Teen Program at the Prosser Park Branch. Since the Club first opened their doors in 2010 they have seen a steady increase in teen membership and teen Club involvement; as of March 2016, the Prosser Branch has over 60 teen members and serves an average of 25 teens every day. Funding from the new initiative would support the Teen Program in Prosser by providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.

Thank you for partnering with us to invest in Boys & Girls Club programs. We appreciate your consideration of grant funding to provide local youth with opportunities that are unique, fun, and educational. This strategic investment will ensure that taxpayer funds through the Public Safety Tax will have a lasting impact on youth throughout Benton County.

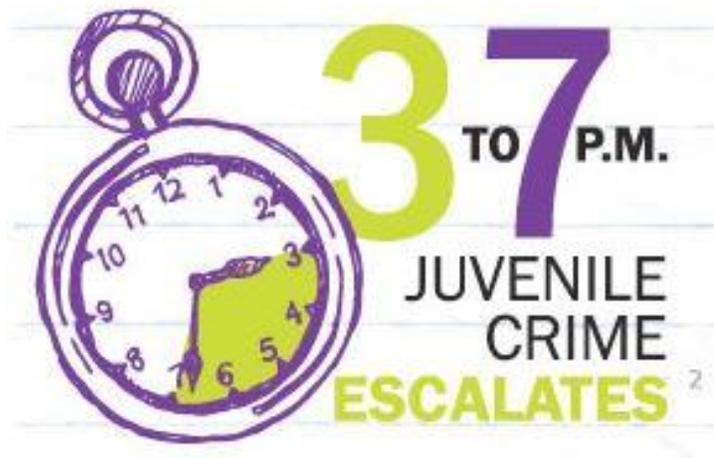
If any questions arise please contact Brian Ace at brian.ace@kidexpert.org or (509)-543-9980.

LEARN. LIVE. LEAD.

Prosser Teen Program Investment

Community Need

The Prosser Park Branch of the Boys & Girls Club first opened their doors in 2010 and currently serves school-aged youth in Prosser and surrounding communities. Every year the Prosser Club has seen its teen population of middle school and high school students increase. Currently the Club serves an average of 25 teens each and every day at the satellite Teen Center located in facilities leased from First Baptist Church in Prosser. The Prosser Park Branch is seeking funding from the BCGCP Initiative to support the effective expansion of Teen Program services. The Boys & Girls Club provides unique services to teens that revolve around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Youth in the Prosser community need a stable support system that will be there for them during not only academic hardships, but during other times of need as well. Youth and teens often become involved in gang activity or other risky behaviors in search of a source of stability in their lives. The Club prides itself on providing youth with a sense of Belonging, Usefulness, Influence, and Competence. These are the very things that gangs provide, and the Club has positioned itself as a positive alternative to gang involvement. The Boys & Girls Club has the ability to provide teens with a place that offers stability but in a positive and productive way. It is imperative that the Club provide these teens that need us most with the tools and resources necessary for them to become positive, productive members of society.



Funding for the Prosser Club's Teen Program will support the cost of staffing, staff training, increasing program services, and will provide Prosser teens with more experiential learning opportunities. Prosser's Teen Program will provide teens with a positive and productive after school alternative to staying home alone or participating in risky behaviors. Between 3 PM and 7 PM, the hours immediately following school dismissal, are when juvenile crime, delinquency, and violence peak. The expansion of Prosser Club's Teen Program will be able to provide local teens with a fun, safe, and productive environment that will foster the holistic growth and development of teens during a vital part of their adolescence.

Project Details

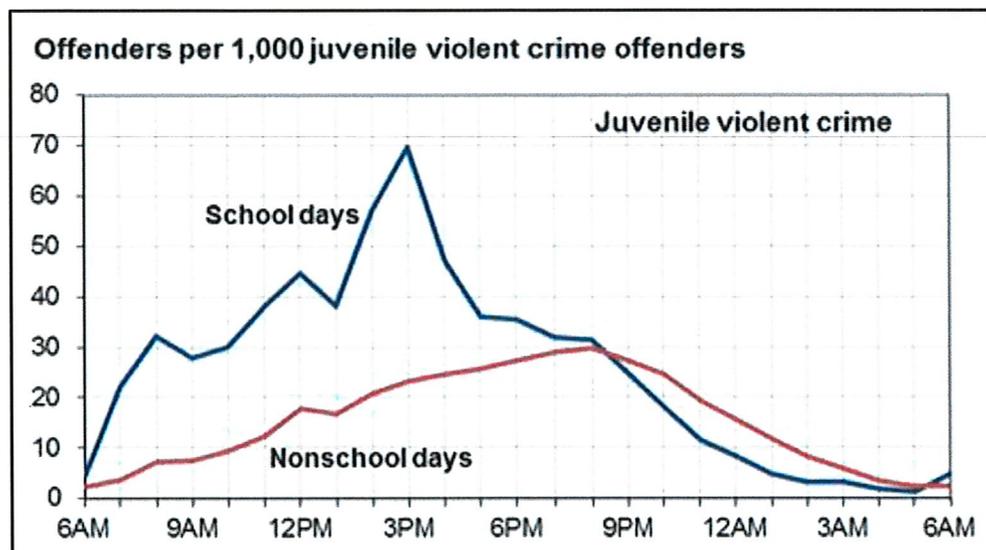
The Teen Program at the Prosser Park Branch, provided with the necessary resources, has the unique potential to provide local teens with a variety of fun and engaging opportunities for learning and growth. Support from the BCGCP Initiative would support significant expansion of program services to teens throughout the Prosser community. All activities and programs offered by the Boys & Girls Club are focused around the organization's three priority outcomes of Academic Success, Healthy Lifestyles, and Good Character & Citizenship. Teen Program expansion would allow for program staff to receive training on how to more effectively implement quality programming, and would increase the variety of valuable program opportunities offered at the Prosser Club. The Club will also have the increased capacity to provide more teen late-night events throughout the year and an increased number of experiential learning field trips exclusively for teens.

Teens will have the opportunity to participate in many leadership and volunteer programs to develop skills and grow in ways they may not be able to in a traditional school setting. A few of these programs include Keystone Club: a teen-led community service club, Youth of the Year: the Club's premier recognition and scholarship program developing public speaking, writing, and interviewing skills, CareerLaunch: a career exploration program, and Junior Staff: a program empowering teens to become leaders within their Club community. Program expansion will allow for Club staff to be formally trained to implement programs through the Boys &

Girls Clubs of America and other prevention programs through other organizations. In addition to formal training, the Prosser Club would also be able to purchase their own sets of program curriculum and have them promptly available for use.

Funding from the BCGCP Initiative would also allow for Prosser teens to participate in more experiential learning field trips both locally and throughout the Pacific Northwest. These field trips will include local and regional college tours, career exploration field trips throughout the community, and other fun trips as program incentives. Late-night Club events after hours serve as a great way for local youth to build relationships and spend their evenings in a safe and productive environment.

Teen Programs are a unique aspect of Boys & Girls Club programming as teen interests are constantly evolving and changing. In order to ensure that the Prosser Club's Teen Program is providing local teens with innovative, fun, and meaningful programming it is essential that we invest resources into program enhancements and expansion.



Above: Research from the US Office of Juvenile Justice and Delinquency Prevention (OJJDP) demonstrates the increase in violent juvenile crime on school days during the hours immediately following school dismissal.

REPORTING PERIOD:

PROGRAM: Prosser Teen Program Investment

PROGRAM HIGHLIGHTS/NARRATIVE:

<Brief program highlights & significant events that have occurred during the reporting period>

PROGRAM DATA & MEASURABLES:

MEASURABLES	PROGRESS TO DATE
Enroll at least 55 teen members by 12/31/2016.	
Maintain average daily attendance (ADA) of at least 8 teens per day during summer program months. (June -August)	
Maintain average daily attendance (ADA) of at least 15 teens per day during school-year program months. (September - December)	
Teens attend Boys & Girls Club at least two days per week, on average each month during school-year program months. (September – December)	
Kitchen equipment delivery and installation completed by 9/30/2016	
Furniture items delivered by 9/16/2016	
Storage units delivered by 9/16/2016	

Prosser Teen Program Investment (August - December 2016)

Exhibit C

<u>Item</u>	<u>Description</u>	
Personnel Expenses		
Executive Director	1 hour per week x \$45 per hour	\$ 45.00
Branch & Program Director	Administrative oversight 18 hrs per week x \$25 per hour	\$ 450.00
Director of Operations	4 hours per week x \$30 per hour	\$ 150.00
Teen Coordinator	Planning, preparing, & implementing programs 35 hrs per week x \$14 per hour	\$ 490.00
Program Support Staff	Second staff x 20 hrs per week x \$12 per hour	\$ 240.00
	Subtotal:	\$ 1,375.00
Benefit Allocation	15% (PT and FT average)	\$ 206.25
	Weekly Expense	\$ 1,581.25
	Total Personnel Expenses (22 weeks):	\$ 34,787.50
Supplies		
Program Supplies	Average of \$350 per month x 5 months to run a variety of teen programs	\$ 1,750.00
Participation incentives	\$100 per month x 5 months	\$ 500.00
Teen Late Nights	\$150 per event x 2 events per month x 5 months	\$ 1,500.00
Snacks	Daily healthy snacks	\$ 5,850.00
Office Supplies	\$15 per month	\$ 75.00
	Supply Expenses:	\$ 9,675.00
Other		
Kitchen Equipment	Replace outdated and non-functioning kitchen equipment	\$ 6,500.00
Furniture	Furniture pieces for homework area and other program spaces	\$ 2,700.00
Storage Units	3 storage units	\$ 1,600.00
Field Trip Expense	Experiential learning opportunities	\$ 3,750.00
Fuel for Field Trips	\$50 per month x 5 months	\$ 250.00
Staff Training	Staff development and program training	\$ 2,200.00
Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America	\$ 3,000.00
Rent	\$100 per month X 5 months	\$ 500.00
Utilities	Monthly utilities \$700 per month x 5 months	\$ 3,500.00
Printing and Postage	\$25 per month x 5 months	\$ 125.00
	Other Expenses:	\$ 24,125.00
	Expense Total:	\$ 68,587.50

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a \$55,000 investment in the Prosser Teen Program. An investment of \$55,000 will support 80% of the total cost of Teen Program implementation and operation at the Prosser Boys & Girls Club.

For inquiries please contact:

Brian Ace, Executive Director: brian.ace@kidexpert.org
 Andrea Locati, Director of Operations: andrea@kidexpert.org
 Dena Lodahl, Branch Director: dena.lodahl@kidexpert.org

g. Approval of Invoices from Dave Martin Family Auto for Detailing of Five Vehicles

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 23, 2016</u>	Execute Agreement _____	Consent Agenda <u> X </u>
Subject: <u>Authorizing invoices to be paid for Vehicle Detailing</u>	Pass Resolution <u> X </u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County has 5 vehicles located in Prosser, which are owned by the Equipment Rental and Revolving Fund that are used by Road Department engineering staff on construction sites and therefore get very dirty interiors. Section 6.4 b. (Offices/Department Responsibility) of the Guideline Policy for Equipment and Vehicles Owned by the Equipment Rental and Revolving Fund states “All vehicles and equipment need to remain clean, both inside and outside. Any wash or vacuum costs will be paid by the office/department.” Therefore, it was decided to have the interiors of these 5 vehicles professionally detailed with the Road Fund paying the costs. Three telephone quotes were solicited as follows:

Tom Denchel Ford	\$139.95 per vehicle plus WSST
Hall Chevrolet-Buick	\$107.00 per vehicle plus WSST
Dave Martin Family Auto	\$ 75.00 per vehicle plus WSST

The 5 vehicles were taken to Dave Martin Family Auto to be detailed. We have received 5 separate invoices for \$75.00 plus WSST each, totaling \$407.25, including WSST. These invoices need to be paid.

SUMMARY

Benton County Road Department had 5 vehicles needing interior detailing. Quotes were received with Dave Martin Family Auto being the lowest at \$75.00 per vehicle plus WSST. Invoices totaling \$407.25 have been received and need to be paid.

RECOMMENDATION

Approve the payment of 5 invoices totaling \$407.25 from Dave Martin Family Auto for the interior detailing of 5 vehicles.

FISCAL IMPACT

\$407.25 expended from the Road Fund. No supplement needed.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING PAYMENT OF INVOICES FROM DAVE MARTIN FAMILY AUTO FOR THE INTERIOR DETAILING OF FIVE VEHICLES FOR THE ROAD DEPARTMENT

WHEREAS, five vehicles being used by the Road Department needed interior detailing; and

WHEREAS, three quotes were received as follows:

Tom Denchel Ford	\$139.95 per vehicle plus WSST
Hall Chevrolet-Buick	\$107.00 per vehicle plus WSST
Dave Martin Family Auto	\$ 75.00 per vehicle plus WSST

and

WHEREAS, the County Engineer recommended the five vehicles be taken to Dave Martin Family Auto for interior detailing; and

WHEREAS, Dave Martin Family Auto has invoiced for the interior detailing of five vehicles at a total cost of \$407.25 including WSST; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners approves the payment of invoices to Dave Martin Family Auto for the interior detailing of five vehicles at a total cost of \$407.25 payable from the Road Fund.

Dated this 23rd day of August, 2016.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>August 23, 2016</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Geophysical/Geotechnical Services</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County expects the need to occasionally supplement its own forces for public works construction projects and other activities specifically related to professional services in the geophysical/geotechnical field, the environmental field, and the cultural resource survey field. Qualifications were solicited from consultant(s) who wished to be evaluated and considered to provide services for public works projects on an On-Call basis. The selected firm will receive an On-Call contract for a two year term. Individual tasks will be negotiated as stand-alone assignments terminating when the task budget is exhausted or the task time frame has expired. The agreement will be terminated when the agreement budget is exhausted or the agreement time frame has expired.

Four firms sent in qualifications to be considered for this contract – Aqua Terra Cultural Resource Consultants, GN Northern, Inc., PBS Engineering & Environmental, Inc., and Shannon and Wilson, Inc. In order for the consultant to work on federally funded projects, interviews must be utilized as part of the consultant selection process. Interviews were held with Shannon and Wilson, Inc. and PBS Engineering & Environmental, Inc. After further review by staff, PBS Engineering & Environmental, Inc. was selected as the firm best able to provide the services needed.

SUMMARY

Benton County has a need for on-call geophysical/geotechnical services to supplement its own forces for various public works projects. Qualifications were solicited. Four firms sent in qualifications to be considered for this contract: Aqua Terra Cultural Resource Consultants, GN Northern, Inc., PBS Engineering & Environmental, Inc., and Shannon and Wilson, Inc. After review by staff PBS Engineering & Environmental, Inc., Richland, WA was selected as the firm best able to provide the services needed.

RECOMMENDATION

The County Engineer recommends entering into a Consultant Agreement with PBS Engineering & Environmental, Inc., Richland, WA to provide on-call geophysical/geotechnical services for various public works projects.

FISCAL IMPACT

The Agreement is for an amount not to exceed \$100,000 for the term of the Agreement – August 23, 2016 to December 31, 2018.

MOTION

Approve as part of the Consent Agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVING CONSULTANT AGREEMENT WITH PBS ENGINEERING AND ENVIRONMENTAL, INC. FOR 2016-2018 ON-CALL GEOPHYSICAL/GEOTECHNICAL PROFESSIONAL SERVICES ON PUBLIC WORKS PROJECTS

WHEREAS, qualifications were solicited to provide Benton County with on-call geophysical/geotechnical services on Public Works projects; and

WHEREAS, after review of qualifications submitted, the County Engineer recommends that PBS Engineering and Environmental, Inc., Richland, Washington would best be able to provide the services needed; and

WHEREAS, a Consultant Agreement has been prepared with PBS Engineering and Environmental, Inc. for on-call geophysical/geotechnical services; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineer and hereby approves the Consultant Agreement for on-call geophysical/geotechnical services with PBS Engineering and Environmental, Inc. for a total amount not to exceed \$100,000; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the Consultant Agreement, and

BE IT FURTHER RESOLVED the term of the Consultant Agreement commences on August 23, 2016 and expires on December 31, 2018.

Dated this 23rd day of August, 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of
County Commissioners of Benton
County, Washington

Benton County

Road Department

Post Office Box 1001 – 620 Market Street

Prosser, Washington 99350

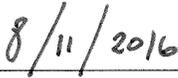
Prosser (509) 786-5611 ~ Tri-Cities (509) 736-3084 ~ Fax: (509) 786-5627

Approved as to Form:

Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Agreement with PBS Engineering and Environmental, Inc. for On-Call Geophysical/Geotechnical Professional Services has been reviewed and approved as to form:



Deputy Prosecuting Attorney



Date

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): PBS Engineering and Environmental Inc.		
Address 400 Bradley Boulevard, Richland, WA 99352	Federal Aid Number	
UBI Number 601-152-088	Federal TIN or SSN Number 93-0870218	
Execution Date August 23, 2016	Completion Date December 31, 2018	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title 2016-2018 On-Call Geophysical/Geotechnical Professional Services		
Description of Work Benton County expects the need to occasionally supplement its own forces for public works construction projects and other activities specifically related to professional services in the geophysical/geotechnical field, the environmental field, and the cultural resource survey field. In order to be able to obtain necessary resources as quickly as possible the County is seeking an on-call service agreement with a firm that provides these professional services.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$100,000

Index of Exhibits

- Exhibit A Scope of Work
- ~~Exhibit B DBE Participation~~
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- ~~Exhibit E Sub-consultant Cost Computations~~
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- ~~Exhibit H Liability Insurance Increase~~
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Benton County hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Robert Blain
Agency: Benton County
Address: 620 Market Street
City: Prosser State: WA Zip: 99350
Email: robert.blain@co.benton.wa.us
Phone: 509-786-5611
Facsimile: 509-786-5627

If to CONSULTANT:

Name: Jason Mattox
Agency: PBS Engineering and Environmental Inc.
Address: 400 Bradley Boulevard
City: Richland State: WA Zip: 99352
Email: jason.mattox@pbsenv.com
Phone: 509-430-4252
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Robert Blain
Agency: Benton County
Address: 620 Market Street
City: Prosser State: WA Zip: 99350
Email: robert.blain@co.benton.wa.us
Phone: 509-786-5611
Facsimile: 509-786-5627

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

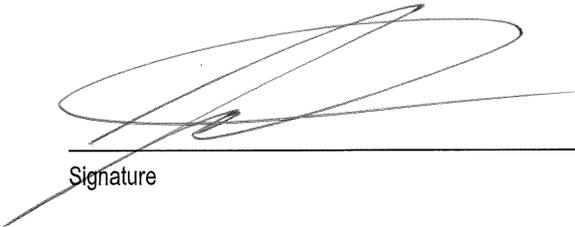
Agreement Number:

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

8-8-2016

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A

Scope of Work

Project No.

Provide geotechnical engineering reports, including all the required information, for pavement rehabilitation or new pavement design projects, bridge foundations, retaining walls, culverts, and buildings.

Typical scope includes (but is not limited to the following):

- Geologic Map/Literature Review: Relevant, readily-available geologic, geohazard, and seismic hazard maps of the site available in our files will be reviewed for information regarding subsurface conditions and potential hazards at or near the site.
- Subsurface Explorations: Subsurface conditions at the site will be explored by completing up to two CPTs to depths between 30 and 80 feet below ground surface (bgs). Shear wave velocity data will be collected at two-meter intervals and a Pore Pressure Dissipation test will be performed in one of the CPTs.
- Soils Testing: Collected samples will be returned to our laboratory and classified by the Unified Soil Classification System, Visual-Manual Procedure. Laboratory tests may include natural moisture contents and particle-size analysis, as necessary.
- Geotechnical Engineering Studies: The site information, CPT exploration data, test pit explorations, and laboratory testing will be analyzed and used to develop geotechnical recommendations for design and construction.
- Geotechnical Engineering Report: A geotechnical engineering report will be prepared containing the results of our work, including the following information:
 - Exploration logs and approximate boring locations
 - Laboratory test results
 - Discussion of subsurface conditions
 - Seismic considerations and design parameters
 - Earthwork and grading, cut, and fill recommendations:
 - Groundwater considerations
 - Foundation design recommendations
 - Retaining wall design recommendations
 - Seismic design criteria in accordance with the current International Building Code (IBC)
 - Slab and pavement subgrade preparation
 - Recommended pavement sections

As needed/requested, provide civil engineering, environmental, and cultural survey support.

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Format will be determined at the time of the Task Assignment.

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

The agency has a right to review products produced for this project by the Consultant.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Written reports in PDF format

F. Specify What Agency Furnished Services and Information Is to Be Provided

- Available survey/topographic data in CAD format or PDF when CAD is unavailable
- Available traffic data for proposed roadway improvement, reconstruction, or construction
- Estimated loads for structures (e.g. bridges, culverts, etc.)

Agreement Number:

II. Any Other Electronic Files to Be Provided

File(s) to be provided will be determined at the time of the Task Assignment.

III. Methods to Electronically Exchange Data

Email or FTP

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

Format will be determined at the time of the Task Assignment.

Exhibit D
Prime Consultant Cost Computations

See the following rate table.

Agreement Number:

Consultant Fee Determination – Summary Sheet
(Specific Rates of Pay)
 Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead	Profit	Rate Per Hour
		156.92%	10%	
Principal Engineer	\$ 73.83	\$ 115.85	\$ 18.97	\$ 208.65
Sr. Project Manager IV	\$ 55.98	\$ 87.84	\$ 14.38	\$ 158.19
Sr. Engineer	\$ 50.88	\$ 79.84	\$ 13.07	\$ 143.81
Sr. Project Manager/Specialist III	\$ 50.50	\$ 79.24	\$ 12.97	\$ 142.72
Sr. Project Manager/Specialist II	\$ 48.54	\$ 76.17	\$ 12.47	\$ 137.17
Sr. Eng. Geologist/Hydrogeologist II	\$ 46.00	\$ 72.18	\$ 11.82	\$ 129.99
Sr. Eng. Geologist/Hydrogeologist I	\$ 40.89	\$ 64.16	\$ 10.51	\$ 115.56
Engineer III	\$ 39.68	\$ 60.46	\$ 9.90	\$ 112.15
Engineering Geologist	\$ 38.00	\$ 59.63	\$ 9.76	\$ 107.39
GIS / Database	\$ 36.92	\$ 57.93	\$ 9.49	\$ 104.35
Project Geologist II	\$ 34.00	\$ 53.35	\$ 8.74	\$ 96.09
Project Geologist I	\$ 31.40	\$ 49.27	\$ 8.07	\$ 88.73
Engineer II	\$ 30.38	\$ 47.67	\$ 7.81	\$ 85.87
Sr. Field Technician	\$ 30.00	\$ 47.08	\$ 7.71	\$ 84.78
Writer/Editor/Graphics	\$ 29.72	\$ 46.64	\$ 7.64	\$ 83.98
Staff Engineering Project Specialist	\$ 27.00	\$ 42.37	\$ 6.94	\$ 76.31
CAD/Micro Station Design	\$ 26.25	\$ 41.19	\$ 6.74	\$ 74.19
Sr. Project Administrator	\$ 26.00	\$ 40.80	\$ 6.68	\$ 73.48
Field Technician	\$ 23.05	\$ 36.17	\$ 5.92	\$ 65.14
Clerical	\$ 19.19	\$ 30.11	\$ 4.93	\$ 54.23

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G **Certification Documents**

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
PBS Engineering and Environmental Inc.

whose address is

400 Bradley Boulevard, Richland, WA 99352

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Benton County
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/8/2016

Date

Agreement Number: _____

Exhibit G-1(b) Certification of Agency

I hereby certify that I am the:

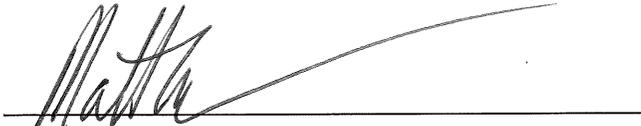
County Engineer

Other

of the County of Benton, and PBS Engineering and Environmental Inc. or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the County of Benton and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.



Signature



Date

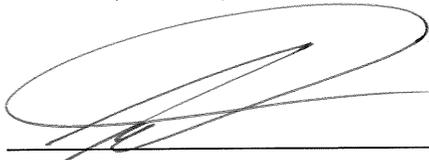
Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8-8-2016

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/8/2016

Date

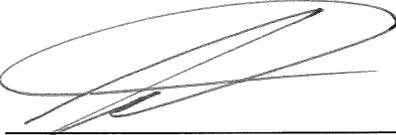
Agreement Number: _____

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call geotechnical services * are accurate, complete, and current as of August 16, 2016 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PBS Engineering and Environmental Inc.



Signature

Principal Engineer

Title

Date of Execution***: August 16, 2016

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 3, 2015

PBS Engineering + Environmental
1500 D Street
Vancouver, WA 98663

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Mr. Bart Phillips:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 156.92%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;



ERIK K. JONSON

Manager, Consultant Services Office

EKJ:rck

PBS Engineering and Environmental Inc.
Indirect Cost Rate Schedule
For the Year Ended September 30, 2015

Description	Financial Statement Amount	PBS Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>4,676,299</u>	\$0			<u>\$4,676,299</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation, Sick, & Holiday	817,168				\$817,168	17.47%
PTO Payout	2,982				\$2,982	0.06%
In Lieu of benefits	-	\$0			\$0	0.00%
Payroll Taxes	740,896				740,896	15.84%
Health Insurance	618,448				618,448	13.23%
Workers' Comp. Insurance	25,634				25,634	0.55%
Profit Sharing (401-k)	136,558				136,558	2.92%
Severance	-	(8,318)			(8,318)	-0.18%
Fringe Benefit Adjustment		(\$27,196)		A	(27,196)	-0.58%
Total Fringe Benefits	<u>\$2,341,686</u>	<u>(\$35,514)</u>			<u>\$2,306,173</u>	<u>49.32%</u>
General Overhead						
Indirect Labor	1,957,271	\$0			\$1,957,271	41.86%
Labor Variance (Uncomp OT)	(36,083)	\$0			(\$36,083)	-0.77%
Bid & Proposal Labor	655,617	0			\$655,617	14.02%
Advertising Labor	-				\$0	0.00%
Public Relations Labor	80,848	(80,848)		D	\$0	0.00%
Direct Selling Labor	-				\$0	0.00%
Bonus	447,552	(59,927)		G	\$387,625	8.29%
Rent	700,012	(75,271)		L	\$624,742	13.36%
Maintenance & Repairs	9,350	(9,023)		C/N	\$327	0.01%
Automobile	-				\$0	0.00%
Travel	80,051	(20,263)		C	\$59,789	1.28%
Travel - Meals	45,597	(45,597)		0 I	\$0	0.00%
Insurance	201,711	(12,673)		J/N	\$189,038	4.04%
Telephone	125,056	(1,150)		C	\$123,906	2.65%
Utilities	88,843				\$88,843	1.90%
Taxes & Licenses	152,119	(52,896)		M	\$99,223	2.12%
Depreciation & Amortization	269,102	(20,745)		N	\$248,357	5.31%
Dues & Subscriptions	47,647	(9,464)		C	\$38,184	0.82%
Employee Train/Recruit/Moving	249,368	(157,251)		C/I	\$92,117	1.97%
Advertising	30,046	(30,046)		C	\$0	0.00%
Public Relations Expense	-				\$0	0.00%
Direct Selling Expenses	-				\$0	0.00%
Professional Fees	149,445	(13,894)		C/F/O	\$135,552	2.90%
Interest	35,538	(35,538)		K	\$0	0.00%
Computer	201,656	(2,512)		C	\$199,144	4.26%
Supplies & Miscellaneous	186,316	(18,035)		C/H	\$168,280	3.60%
Bad Debts Expense	54,545	(54,545)		E	\$0	0.00%
Total General Overhead	<u>\$5,731,609</u>	<u>(\$699,677)</u>	<u>\$0</u>		<u>\$5,031,931</u>	<u>107.61%</u>
Total Indirect Costs & Overhead	<u>\$8,073,295</u>	<u>(\$735,191)</u>	<u>\$0</u>		<u>\$7,338,104</u>	<u>156.92%</u>
Indirect Cost Rate (Less FCC)	172.64%	156.92%			<u>156.92%</u>	
Facilities Cost of Capital		12,559			\$17,019	0.36%
					<u>\$7,355,123</u>	
Indirect Cost Rate (Includes FCC)					<u>157.29%</u>	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>8/23/2016</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Salary Request Statement</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>Linda Ivey</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Sheriff Keane</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The Sheriff has the option to request salary increases for lateral applicants based off of their previous experience and education.

SUMMARY

The Sheriff's Office is in the process of hiring or has hired a lateral corrections officer with the experience and training to warrant the requested increase from a grade 7 (\$3,950) to a grade 5 (\$4,317).

RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information.

FISCAL IMPACT

There is no financial impact in the 2015-2016 budget

MOTION

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>8/23/2016</u>	Execute Contract	_____	Consent Agenda
Subject: <u>Salary Request Statement</u>	Pass Resolution	_____	Public Hearing
Prepared by: <u>Linda Ivey</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>Sheriff Keane</u>	Pass Motion	_____	2nd Discussion
	Other	_____	Other
			X

BACKGROUND INFORMATION

The Sheriff has the option to request salary increases for lateral applicants based off of their previous experience and education.

SUMMARY

The Sheriff's Office is in the process of hiring or has hired a lateral corrections officer with the experience and training to warrant the requested increase from a grade 7 (\$3,950) to a grade 6 (\$4,110).

RECOMMENDATION

Approve the attached Salary Request Statement based off of the attached detailed information.

FISCAL IMPACT

There is no financial impact in the 2015-2016 budget

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CORRECTIONS &
CLERKS & RECORDS DEPARTMENT NUMBER 120 & 119.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Corrections & Clerks & Rec

Dept Nbr: 120 & 119

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
Dept 120				Dept 119			
523.620	5113	Bi-Pin	\$3,300	521.220	5113	Bi-Pin	4,000
Dept 119							
521.220	4201	Postage	\$700				
TOTAL				TOTAL			
\$4,000				\$4,000			

Explanation:

To appropriate funding for Bi-Pin for the 4th quarter invoice amounts.

Prepared by: Linda Ivey

Date: 11-Aug-2016

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: August 23, 2016 Subject: Rural County Capital Fund Budget Supplement – Public Hearing Prepared by: Shyanne Faulconer Reviewed by: Adam Fyall	Execute Contract Pass Resolution	X	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other

SUMMARY

Following a public hearing and any testimonies made, this action would adjust the Benton County Budget with the creation of eight new BARS line items within the Rural County Capital Fund as a means to dispense accumulated and future monies in said Fund to other local government partners per Resolution 2016-534 (28 June 2016). This action deals only with the accumulated reserve as of March 31, 2016.

BACKGROUND INFORMATION

On June 28, 2016 the Board of Benton County Commissioners passed Resolution 2016-534 to establish an allocation formula for the Rural County Capital Funds received after March 31, 2016. In December 2015, the Board authorized the transfer of funds from the rural county capital fund into the bond fund to repay the remaining jail debt obligation, and has now deemed it appropriate to rescind the current amended debt participation agreement to utilize existing fund balance along with all future rural county capital revenue for the intended purpose as outlined by RCW 82.14.370. As of March 31, 2016 the fund balance was \$5,953,137, with this amount to be allocated as listed in the attached document. These funds shall not be made available until all applicable entities have rescinded the amended and restated debt participation agreement, approved in December 2001, and a new disbursement agreement is in place.

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

The fund balance is to be allocated as listed in the attached budget transmittal and below:

- Benton County: \$1,446,553
- Port of Kennewick: \$553,582
- Port of Benton: \$553,582
- City of Kennewick: \$913,360
- City of Richland: \$825,314
- City of Prosser: \$553,582
- City of West Richland: \$553,582
- City of Benton City: \$553,582

MOTION

Approve the Budget Transmittal for the Rural County Capital Fund, Fund No. 0144101, to be allocated as defined in the following transmittal.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: RURAL COUNTY CAPITAL FUND NO. 0144-101, DEPARTMENT 000, BUDGET IN THE AMOUNT OF \$5,953,137.

WHEREAS, the Deputy County Administrator has requested a budget adjustment to the Rural County Capital Fund (Fund No. 0144-101, Department No. 000) in the amount of \$5,953,137 for allocation to the eight entities eligible for the utilization of Rural County Capital Funds; and

WHEREAS, a public hearing was held on August 23, 2016, at 9:00 a.m. at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the Rural County Capital Fund (Fund No. 0144-101, Department No. 000), in the amount of \$5,953,137, be approved per the attached request.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>August 23, 2016</u>	Execute Contract	_____	Consent Agenda
Subject: <u>Ricoh Contract</u>	Pass Resolution	X	Public Hearing
Prepared by: <u>T Ranger</u>	Pass Ordinance	_____	1st Discussion
Reviewed by: <u>B Chilton, R Hay</u>	Pass Motion	_____	2nd Discussion
	Other	_____	Other

BACKGROUND INFORMATION

The Benton County Auditor’s copier lease is about to expire. The contract price for a sixty (60) month lease commencing upon delivery and installation for the needed equipment is \$228.12 per month.

SUMMARY

A new contract is necessary.

RECOMMENDATION

We request that a resolution be signed authorizing the Chairman of the Board to sign the contract.

FISCAL IMPACT

This is a cost savings from the previous contract.

MOTION

Chairman of the Board, Shon Small, shall be authorized to sign the new lease agreement with Ricoh for four (4) copiers.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR FOUR (4) COPIERS FROM RICOH FOR THE BENTON COUNTY AUDITOR;

WHEREAS, the current copier lease is about to expire and the Benton County Auditor would like to enter into a sixty (60) month contract with Ricoh to lease four (4) copiers; and

WHEREAS, attached hereto is the purchase order and a copy of the State Contract #05214 and its exhibits; these outline the fees to be charged to the Benton County Auditor for the lease of the four (4) Ricoh copiers; and

WHEREAS, the monthly maintenance and lease agreement amounts and per copy charges will be as follows:

- Kennewick Office – \$42.74 per month; .0080 per black/white copy
- Richland Office – \$42.74 per month; .0080 per black/white copy
- Accounting Office (Prosser) – \$42.74 per month; .0080 per black/white copy
- Prosser Office – \$99.90 per month; .0080 per black/white copy; \$.0590 per color

BE IT RESOLVED, that the Board of Benton County Commissioners, is hereby authorized to sign the lease agreement between the Benton County Auditor and Ricoh for a sixty (60) month lease for the four (4) copiers.

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

LEASE/PURCHASE AGREEMENT – BENTON COUNTY AUDITOR

VENDOR: Ricoh USA
VENDOR CODE: 773319
VENDOR CONTACT: Cindy Graffee
VENDOR CONTACT PHONE: (208) 816-0716
VENDOR ADDRESS: PO Box 650073, Dallas, TX 75265-0073
TYPE OF LEASE: 60 month FMV copier lease per NASPO Value Point Contract # 3091 & State of WA

Contract # 50214

EFFECTIVE DATE: Upon delivery and installation

Description:	Term:	Monthly Price:	Total Lease
Amount: Ricoh Aficio MPC2503 Auditors Office Prosser Includes: PostScript 3 Unit Type M Fax Option Type M4 Cabinet Type F ESP XG PCS-15D Surge Protector Network Scan Connect Delivery/Installation/Training B&W charge per page \$0.0080 Color charge per page \$0.0590	60 months	\$ 99.90	\$ 5,994.00
Ricoh MP2554 Auditors Prosser Accounting Includes: Cabinet Type F ESP XG PCS-15D Surge Protector Network Scan Connect Delivery Installation Training B&W charge per page \$0.0080		\$ 42.74	\$ 2,564.40
Ricoh MP2554 Auditors Office Richland Includes:		\$ 42.74	\$ 2,564.40

Cabinet Type F
ESP XG PCS-15D Surge Protector
Network Scan Connect
Delivery/Installation/Training
B&W charge per page \$0.0080

Ricoh MPC2554 \$ 42.74 \$ 2,564.40

Auditors Office Kennewick

Includes:

Cabinet Type F
ESP XG PCS-15D Surge Protector
Network Scan Connect
Delivery/Installation/Training
B&W charge per page \$0.0080

Total Equipment Cost: \$ 228.12 \$13,687.20

Excludes: Sales Tax

Bulk fleet discount for Benton County Included

Service billed monthly by usage only to include all service, parts, labor, drums and toner. Fixed for a period of 60 months.

Purchase Orders will be issued to RICOH USA, Inc.

All orders should contain the following (1) **“this PO is subject to NASPO ValuePoint Master Agreement Contract resulting from RFP # 3091 and Washington Contract # 05214”**

Signed:

Shon Small, Chairman, Benton County Board of Commissioners

Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Aug. 23, 2016</u>	Execute Contract	<u>X</u>
Subject: <u>Agreement with DEA</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	_____
	Public Hearing	_____
	1st Discussion	<u>X</u>
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff’s Office (BCSO) has participated in assisting the US Department of Justice, Drug Enforcement Administration (DEA) through the Tri-Cities Metro Drug Task Force Group for several years, through an Agreement made between the BCSO and DEA, with the current Agreement terminating September 30, 2016.

Though we have two officers assigned to the Metro Task Force (Provision State and Local Task Force Agreement), the attached Agreement is to assign one (1) experienced deputy from BCSO, whom has been deputized as a Task Force Officer of DEA to assist with activities and duties such as immobilizing targeted violators and trafficking organizations, gather and report intelligence data relating to drug trafficking, conduct undercover operations, and other traditional methods of investigation.

DEA agrees, subject to the availability of appropriated funds, provide necessary funds and equipment to support the activities of the DEA Officer, which includes, office space, office supplies, travel funds, investigative equipment, training, and other support items.

BCSO will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the DEA Task Force. However, DEA will, subject to the availability of appropriated funds, reimburse the BCSO for overtime payments made by the County to the officer assigned to the Task Force, up to a sum equivalent of 25% percent of the salary of a GS-12, Step 1, (RUS) Federal employee (currently equaling \$17,753), per officer. Task Force Officer’s overtime shall not include any cost for benefits, such as retirement, FICA, and other expense.

DEA requires the Sheriff’s signature prior to signing the agreement on their end.

APPROVED AS TO FORM

Ryan Lukson declined to approve the agreement between Benton County and DEA in the past for both the Provisional Agreement and the Program Funded Agreement due to the lack of specific basic terms on the structure of the organization, as well as the reimbursement to BCSO for the assigned officer. Though the compensation issue has been addressed, Ryan has the same concerns as last year and had declined to approve as to form. This went before the Board of Commissioners in May 2016 and the Board authorized the Sheriff to sign the agreement.

RECOMMENDATION

The Benton County Sheriff recognizes the importance of this position and recommends approving the Program Funded State and Local Task Force Agreement between Benton County, by and for, Benton County Sheriff’s Office and DEA.

FISCAL IMPACT

Wages and benefits of a deputy being assigned to the DEA Task Force shall be paid for by the County, with the potential of revenue coming back to the County for any overtime.

MOTION

The Board of Benton County Commissioners hereby approves the attached Program Funded State and Local Task Force Agreement between Benton County, by and for, the Benton County Sheriff’s Office and United States Department of Justice, Drug Enforcement Administration (DEA), and authorizes the Benton County Sheriff to sign said agreement, along with the Certifications regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements attached to the Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN BENTON COUNTY, BY AND FOR, BENTON COUNTY SHERIFF'S OFFICE AND UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) TO ASSIST WITH REDUCING DRUG TRAFFICKING IN THE AREA

WHEREAS, United States Department of Justice, Drug Enforcement Administration (DEA) has evidence that trafficking in narcotics and dangerous drugs exist in the Tri-Cities area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people; and

WHEREAS, the DEA Task Force performs activities and duties such as immobilizing targeted violators and trafficking organizations, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, conduct undercover operations, and in engage in other traditional methods of investigation; and

WHEREAS, the Benton County Sheriff's Office (BCSO) agrees to detail one (1) experienced deputy officer to the DEA Task Force whom has been deputized as a Task Force Officer of DEA, with said deputy being under the direct supervision and control of DEA supervisory personnel assigned to the Task Force; and

WHEREAS, the DEA agrees, subject to the availability of funds, to provide necessary funds and equipment to support the activities of the DEA officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items; and

WHEREAS, DEA also agrees, subject to the availability of appropriated funds, to reimburse the BCSO for overtime payments made by it to the officer assigned to the Task Force, up to a sum equivalent of 25% percent of the salary of a GS-12, Step 1, (RUS) Federal employee (currently equaling \$17,753.00), per officer. Task Force Officer's overtime shall not include any cost for benefits, such as retirement, FICA, and other expense; and

WHEREAS, the Benton County Sheriff recognizes the importance of this position and recommends approving the Program Funded State and Local Task Force Agreement between Benton County, by and for, Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Program Funded State and Local Task Force Agreement between Benton County, by and for, Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA); and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff to sign the Agreement between Benton County, by and for, Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA), along with the Certifications regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements attached hereto; and

BE IT FURTHER RESOLVED, the agreement shall commence October 1, 2016 and shall expire September 30, 2017.

Dated this _____ day of _____, 2016

Chairman

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Benton County, by and for, Benton County Sheriff's Office (hereinafter "BCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Tri-Cities area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Tri-Cities, the parties hereto agree to the following:

1. The DEA Tri-Cities Task Force Group will perform the activities and duties described below:

- a. disrupt the illicit drug traffic in the Tri-Cities area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Task Force, the BCSO agrees to detail one (1) experienced officer to the Task Force for a period of not less than two years. During this period of assignment, the BCSO officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The BCSO officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The BCSO officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and BCSO officer assigned to the Task Force. This support will include: office space, office supplies, travel

funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Task Force, BCSO will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse BCSO for overtime payments made by it to BCSO officer assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,753), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will BCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The BCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The BCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The BCSO shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The BCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. BCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. BCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the BCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the BCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by BCSO during the term of this agreement.

For the Drug Enforcement Administration:

Keith R. Weis
SAC

Date: _____

For the Benton County Sheriff's Office



Steven Keane
Sheriff

Date: 8/12/12



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

Check if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Benton County Sheriff's Office
7122 W. Okanogan Place
Kennewick, WA 99336

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Sheriff Steven Keane

5. Signature



6. Date

8/16/12

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: August 23, 2016 Subject: Public Safety Tax – Status Report Presentation Prepared by: Shyanne Faulconer Reviewed by: Adam Fyall	Execute Contract Pass Resolution Pass Ordinance Pass Motion None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY

In 2016, the Benton County Public Safety Tax funded five program contracts under the Benton County Gang and Crime Prevention Initiative. Those five programs were:

- Nurse Family Partnership Program (Benton-Franklin Health District)
- Human Trafficking Survivor Services (Mirror Ministries)
- Kiona-Benton Crime Prevention Program (Kiona-Benton City School District)
- Overnight Emergency Youth Shelter (Safe Harbor Support Center)
- Prosser Teen Program Investment (Boys & Girls Clubs of Benton and Franklin Counties)

A new RFP for programs is anticipated to open September 1, 2016 and close September 30, 2016, with all subsequent contracts having a duration of January 1, 2017 – December 31, 2018.

BACKGROUND INFORMATION

In August, 2014, the citizens of Benton County approved Proposition 14-5, a 3/10 of one percent sales and use tax, pursuant to RCW 82.14.450, applicable to most sales and use registrations, within Benton County. Expenditures are managed independently by Benton County and the cities within Benton County, for their respective shares of Public Safety Sales Tax revenue. Part of this sales tax is allocated for the Benton County Gang and Crime Prevention Initiative, which funds service contracts with non-profits to provide crime prevention programs.

FISCAL IMPACT

The total combined contract budget of all programs for 2016 is: \$259, 027.50

*NFP will be submitting a budget request for continuation for 2017-2018

*KBCPP will be submitting a budget request for continuation for 2017-2018

2016 Public Safety Tax: Benton County Gang and Crime Prevention Initiative Status Report

STATUS AS OF AUGUST 12, 2016



Nurse Family Partnership (NFP) Program

(Benton-Franklin Health District)

“Nurse Family Partnership is a maternal and early childhood health program that fosters long-term success for first-time moms, their babies and society.”

Status:

- Contract & Resolution Signed: May 24, 2016
- Contract Duration: June 1, 2016 through December 31, 2016
- Projected Program Launch: September 26, 2016 (taking cases)
- Media Event: Date to be Determined



Budget:

- 2016 (prorated June 1 – December 31): \$166,397.50
- 2017: \$309,570.00
- 2018: \$315,761.40

*Benton-Franklin Health District will submit a budget request for continuation of the NFP program for inclusion in the 2017-2018 budget by September 1, 2016

Human Trafficking Survivor Services

(Mirror Ministries)

“Mirror Ministries will bring human trafficking education and training to local schools, businesses, and agencies. This allows for earlier identification and intervention for victims; as staff and students are made aware of the warning signs and the help available, more victims will be brought forward to receive services.”

Status:

- Contract & Resolution Signed: July 12, 2016
- Contract Duration: July 1, 2016 through December 31, 2016
- Press Release: July 13, 2016

Budget:

- 2016 (prorated July 1 – December 31): \$5,000



MIRROR MINISTRIES

Kiona-Benton Crime Prevention Program

(Kiona-Benton City School District)

“The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County.”

Status:

- Contract & Resolution Signed: July 19, 2016
- Contract Duration: August 1, 2016 through December 31, 2016
- Press Release: August 1, 2016
- Media Event: August 10, 2016

Budget:

- 2016 (prorated August 1 – December 31): \$26,800



*Kiona-Benton City School District will submit a budget request for continuation of the Kiona-Benton Crime Prevention Program for the 2017-2018 budget

Overnight Emergency Youth Shelter

(Safe Harbor/My Friends Place)

“The goal of SHSC/My Friends Place Overnight Emergency Youth Shelter is to help young people avoid or leave the streets by re-uniting families, supplying survival necessities, finding safe homes, teaching self-sufficiency, and offering hope and support.”

Status:

- Contract & Resolution Signed: July 26, 2016
- Contract Duration: August 1, 2016 through December 31, 2018
- Press Release: July 27, 2016
- Media Event: August 3, 2016

Budget:

- 2016 (prorated July 1 – December 31): \$20,830
- 2017: \$51,000
- 2018: \$52,020



Prosser Teen Program Investment

(Boys & Girls Club of Benton and Franklin Counties)

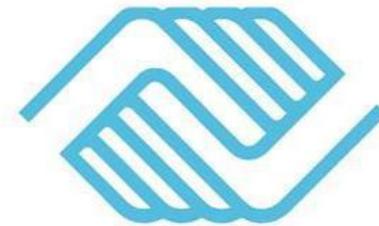
Prosser Teen Program Investment would “support the expansion of the Teen Program at the Prosser Park Branch...providing resources for training opportunities for staff, program curriculum, supplies, late-night events, as well as unique field trips exclusively for Club teens.”

Status:

- Contract & Resolution Signed: August 9, 2016
- Contract Duration: August 1, 2016 through December 31, 2016
- Press Release: August 10, 2016
- Media Event: Date to be Determined

Budget:

- 2016 (prorated August 1 – December 31): \$40,000



BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN COUNTIES

Overview: 2016 Public Safety Tax Programs

5 Programs

- Nurse Family Partnership Program
- Human Trafficking Survivor Services
- Kiona-Benton Crime Prevention Program
- Overnight Emergency Youth Shelter
- Prosser Teen Program Investment

Total 2016 Budget (All Programs): \$259,027.50

2017-2018 Request for Proposals: Open September 1, 2016 and close September 30, 2016

Washington State: Public Safety Tax County Comparison



Public Safety Tax Webpage Updates: <http://www.co.benton.wa.us>

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Aug. 23, 2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Building Codes</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>Shari Ginther</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Brown</u>	Pass Motion _____	2nd Discussion _____
	Other <u>X</u>	Workshop <u>X</u>

BACKGROUND INFORMATION

The State adopted the new International Building, Residential, Mechanical, Fire, Swimming Pool and Uniform Plumbing Codes effective July 1, 2016. In order to implement these codes as required by State Statutes, our office has prepared the ordinances for review and implementation of the 2015 International Codes and the 2015 Uniform Plumbing Code. Attached for the Boards review are copies of the ordinances revising Benton County Codes 3.04 - Building Code, 3.08 - Plumbing Code, 3.12 - Mechanical Code, 3.16 - Fire Code, 3.18 – Road Requirements and 3.24 - Swimming Pool Code.

SUMMARY

I have scheduled a workshop with the Board on August 23, 2016, in order that we may discuss with the Board the proposed State adopted codes with accompanied editorial changes.

RECOMMENDATION

It is my recommendation that the Board review the information as provided.

FISCAL IMPACT

There is minimal fiscal impact on the County.

MOTION

There is no motion necessary from the Board at this time.

Attachments: Exhibit A – Ordinances

ORDINANCE NO. _____

AN ORDINANCE relating to the building code; amending Ordinance 395, Section 3, Ordinance 527, Section 1 and BCC 3.04.010; amending Ordinance 568, Section 1 and BCC 3.04.015; amending Ordinance 99, Section 3, Ordinance 242, Section 2, Ordinance 527, Section 2 and BCC 3.04.020; amending Ordinance 138, Section 4, Ordinance 395, Section 6, Ordinance 527, Section 4 and BCC 3.04.040; amending Ordinance 568, Section 2 and BCC 3.04.041; amending Ordinance 272, Section 12, Ordinance 527, Section 5 and BCC 3.04.053.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 395, Section 3, Ordinance 527, Section 1 and BCC 3.04.010 are hereby amended to read as follows:

3.04.010 ADOPTION OF INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS. (a) The ((2012)) 2015 Edition of the International Building Code, published by the International Code Council, Inc., including Appendices C, E, and J, and the ((2012)) 2015 Edition of the International Residential Code except Chapter 11 and Chapter 25 through Chapter ((42)) 43 of such code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County.

(b) The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and ((4)) townhouses ((7)) not more than three (3) stories above grade plane in height with a separate means of egress and their ((accesssory)) accessory structures not more than (3) stories above grade plane in height, including adult family homes, foster family care homes and family day care homes licensed by the Washington state department of social and health services.

(c) All other buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted, except electric utility substations and related uninhabited structures, shall be done in conformity with the provisions of the ((2012)) 2015 Edition of the International Building Code, except as expressly provided herein. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is also hereby adopted.

SECTION 2. Ordinance 568, Section 1 and BCC 3.04.015 are hereby amended to read as follows:

3.04.015 DEFINITIONS. The following is added as a definition to Section 202 of the ((2012)) 2015 Edition of the International Building Code:

HOP PROCESSING AND STORAGE FACILITY. A building or multiple buildings where the hop plant is harvested. Hop vines are brought to the facility, and cones are then separated from the leaf and vine of the plant. The cones are dried and then packaged into compressed bales. After bailing, the hops are temporarily stored and then prepared for shipment to customers.

SECTION 3. Ordinance 99, Section 3, Ordinance 242, Section 2, Ordinance 527, Section 2 and BCC 3.04.020 are hereby amended to read as follows:

3.04.020 BOARD OF APPEALS. Section 113.1 of the ((2012)) 2015 Edition of the International Building Code and Section 112.1 of the ((2012)) 2015 Edition of the International Residential Code shall be amended to read as follows:

~~(("BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals "Board," consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and the Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board and shall serve as secretary to the Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith."))~~

BOARD OF APPEALS.

- (a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.
- (b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.
- (c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

(d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 4. Ordinance 138, Section 4, Ordinance 395, Section 6, Ordinance 527, Section 4 and BCC 3.04.040 are hereby amended to read as follows:

3.04.040 SNOW LOADS. (a) Snow Loads for One and Two Family Dwellings. Pursuant to Table R301.2(5) of the ~~((2012))~~ 2015 Edition of the International Residential Code, the minimum snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the ~~((Association of Structural Engineers of Washington.))~~ Structural Engineers Association of Washington.

(b) Snow Loads Under International Building Code. Section 1608.2 is amended to read as follows:

The minimum ground snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the ~~((Association of Structural Engineers of Washington.))~~ Structural Engineers Association of Washington.

SECTION 5. Ordinance 568, Section 2 and BCC 3.04.041 are hereby amended to read as follows:

3.04.041 AUTOMATIC SPRINKLER SYSTEM-WHERE REQUIRED. Section 903.2 of the ~~((2012))~~ 2015 Edition of the International Building Code shall be amended to read as follows:

Approved *automatic sprinkler systems* in the new buildings and structure shall be provided in the locations described in Section 903.2.1 through 903.2.12.

Exceptions: *Hop processing and storage facilities* and spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those facilities and spaces or areas are equipped throughout with an automatic smoke detection system if required by the terms of Section 907.2. Additionally, the spaces and areas in telecommunications buildings must be separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711, or both.

SECTION 6. Ordinance 272, Section 12, Ordinance 527, Section 5 and BCC 3.04.053 are hereby amended to read as follows:

3.04.053 CERTIFICATE OF OCCUPANCY. ~~((When required,))~~
~~((a))~~ All applicable Building Department inspections ~~((as per))~~

required by the ((2012)) 2015 Editions of the International Building Code, International Residential Code, Uniform Plumbing Code (UPC), International Mechanical Code, International Fuel Gas Code, and International Fire Code and by any federal, state, or local agency with jurisdiction, shall have been requested and approved prior to the issuance of a Certificate of Occupancy.

(b) When required, the encroachment shall be completed to meet the Public Works Department Standards and a final encroachment permit shall be issued by the Public Works Department prior to the issuance of a Certificate of Occupancy.

SECTION 7. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 8. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to the plumbing code; amending Ordinance 396, Section 3, Ordinance 528, Section 1 and BCC 3.08.010; amending Ordinance 528, Section 2 and BCC 3.08.070; amending Ordinance 528, Section 3 and BCC 3.08.080.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 396, Section 3, Ordinance 528, Section 1 and BCC 3.08.010 are hereby amended to read as follows:

3.08.010 ADOPTION OF UNIFORM PLUMBING CODE AND UNIFORM PLUMBING CODE STANDARDS. The ((2012)) 2015 Edition of the Uniform Plumbing Code, including appendices A, B and I and Uniform Plumbing Code Standards published by the International Association of Plumbing and Mechanical Officials, except Chapters—12 and ((15)) 14 thereof and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers, as now adopted or hereafter amended by the State of Washington, is hereby adopted by Benton County and all plumbing hereafter installed, altered, repaired, added to, used or maintained shall be done in conformity with the provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards, except as expressly provided herein.

SECTION 2. Ordinance 528, Section 2 and BCC 3.08.070 are hereby amended to read as follows:

3.08.070 ADMINISTRATION. The Benton County Building Department shall have responsibility for the administration of this chapter and shall appoint an inspector or inspectors who shall be responsible for all inspections required by the ((2012)) 2015 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards.

SECTION 3. Ordinance 528, Section 3 and BCC 3.08.080 are hereby amended to read as follows:

3.08.080 REGISTRATION AND CERTIFICATE OF COMPETENCY. (a) Except as otherwise provided by law, no person, firm or corporation shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(b) Except as otherwise provided by law, no person shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(c) No plumbing work shall be commenced and no permit required by the ((2012)) 2015 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards, as herein adopted, shall be issued until the person, firm or corporation doing such work shall supply the Benton County Building Department with evidence of valid certification and registration as herein above required.

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to the mechanical code; amending Ordinance 101, Section 1, Ordinance 397, Section 2, Ordinance 529, Section 1 and BCC 3.12.010; amending Ordinance 101, Section 3, Ordinance 240, Section 2, Ordinance 397, Section 3, Ordinance 529, Section 2 and BCC 3.12.020.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 101, Section 1, Ordinance 397, Section 2, Ordinance 529, Section 1 and BCC 3.12.010 are hereby amended to read as follows:

3.12.010 ADOPTION OF INTERNATIONAL MECHANICAL CODE AND INTERNATIONAL FUEL GAS CODE. (a) The ~~((2012))~~ 2015 Edition of the International Mechanical Code and the ~~((2012))~~ 2015 Edition of the International Fuel Gas Code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County, ~~((and))~~ (b) Except as provided in subsection (c) of this section, the provisions of the International Mechanical Code shall regulate the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings, as well as those mechanical systems, system components, equipment, and appliances specifically addressed in the code, including all heating, ventilation, comfort cooling, refrigeration systems, incinerators and other heat producing appliances hereafter installed, altered, repaired, relocated, added to, used or maintained ~~((shall be done in conformity with the provisions of the International Mechanical Code and International Fuel Gas Code,))~~ . The provisions of the International Fuel Gas Code shall regulate the installation of fuel gas distribution piping and equipment, fuel gas-fired appliances, and fuel gas-fired appliance venting systems. (c) (i) Detached one - and two - family dwellings and multiple single family dwellings and townhouses not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code as adopted in chapter 3.04 of the Benton County Code. (ii) The standards for liquefied petroleum gas installations shall be the 2014 edition of NFPA 58 LPGC and the 2015 edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code), except as expressly provided herein.

SECTION 2. Ordinance 101, Section 3, Ordinance 240, Section 2, Ordinance 397, Section 3, Ordinance 529, Section 2 and BCC 3.12.020 are hereby amended to read as follows:

3.12.020 BOARD OF APPEALS. Section 109~~((2))~~ of the ~~((2012))~~ 2015 International Mechanical Code and the International Fuel Gas Code shall be superseded and replaced with the following:

~~(("BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code, there shall be and is hereby created a Board of Appeals "Board," consisting of seven (7) members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board~~

~~shall be jointly appointed by the Mayors of the Cities of Pasco, Kennewick, Richland, and West Richland and the Chairmen of the Board of County Commissioners of Benton and Franklin Counties, and serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board of Appeals and shall serve as secretary to the Board of Appeals on a rotating basis. The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith.")~~

"BOARD OF APPEALS.

- (a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.
- (b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.
- (c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.
- (d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to the fire code; amending Ordinance 241, Section 1, Ordinance 400, Section 4, Ordinance 452, Section 1, Ordinance 530, Section 1 and BCC 3.16.010; amending Ordinance 478, Section 2, Ordinance 530, Section 2, Ordinance 569, Section 1 and BCC 3.16.015; amending Ordinance 400, Section 6, Ordinance 530, Section 3 and BCC 3.16.019; amending Ordinance 530, Section 4 and BCC 3.16.023; amending Ordinance 530, Section 5 and BCC 3.16.025; amending Ordinance 530, Section 6 and BCC 3.16.027; amending Ordinance 530, Section 9 and BCC 3.16.032; amending Ordinance 478, Section 11 and BCC 3.16.038; amending Ordinance 385, Section 5, Ordinance 478, Section 12 and BCC 3.16.039; amending Ordinance 569, Section 2 and BCC 3.16.042.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 241, Section 1, Ordinance 400, Section 4, Ordinance 452, Section 1, Ordinance 530, Section 1 and BCC 3.16.010 are hereby amended to read as follows:

3.16.010 ADOPTION OF THE INTERNATIONAL FIRE CODE. The ((2012)) 2015 edition of the International Fire Code published by the International Code Council, Inc. including ((~~appendices A, B~~)) appendix F((~~7~~)) and the amendments in Chapter 51-54A WAC as now adopted or hereafter amended by the State of Washington is hereby adopted by Benton County and all buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted shall be done in conformity with the provisions of the International Fire Code, except as expressly provided herein.

SECTION 2. Ordinance 478, Section 2, Ordinance 530, Section 2, Ordinance 569, Section 1 and BCC 3.16.015 are hereby amended to read as follows:

3.16.015 DEFINITIONS. For the purposes of this chapter and the ((2012)) 2015 edition of the International Fire Code as adopted hereby, the following words and phrases shall have the indicated meanings:

(1) "Agricultural Burning" means the burning of vegetative debris from an agricultural operation necessary for disease or pest control, necessary for crop propagation and/or crop rotation, or burning identified as a best management practice by the agricultural burning practices and research task force established in RCW 70.94.((~~650~~))6528 or other authoritative source on agricultural practices. Propane flaming for the purpose of vegetative debris removal is considered commercial agricultural burning.

(2) "Benton Clean Air Agency" is the air pollution control authority activated by the Benton County Board of Commissioners under Chapter 70.94 RCW.

(3) "Electrical code" shall mean the National Electrical Code as adopted by the State of Washington.

(4) "Energy Release Component (ERC)" means a number related to the available energy (BTU) per unit area (square foot) within the flaming front at the head of a fire.

(5) "Expanded Resource Ordering Coordinator" means the one person so designated in writing by a majority of the fire protection districts operating in Benton County.

(6) "Fire Code" shall mean the International Fire Code.

(7) "Fire Code Official" shall mean the Benton County Fire Marshal or Representative.

(8) "Fire Chief," "Chief," "Local District Fire Chief" shall mean the chief officer of a fire protection district formed under Title 52 of the Revised Code of Washington and that operates in any portion of Benton County.

(9) "Fire Department" shall mean the fire authority normally responsible for fire protection in the area.

(10) "Fire Inspector" shall mean the personnel designated and assigned to perform fire inspection functions by the Benton County Fire Marshal.

(11) "Fire Marshal" shall mean the Benton County Fire Marshal or representative.

(12) "Fire Weather Watch" shall mean that critical fire weather conditions are imminent or are occurring.

(13) "Fireworks" shall mean those devices meeting the current definition of fireworks as found in the Washington State Fireworks Law, Chapter 70.77 RCW.

(14) "Hop Processing and Storage Facility" means a building or multiple buildings where the hop plant is harvested. Hop vines are brought to the facility, and cones are then separated from the leaf and vine of the plant. The cones are dried and then packaged into compressed bales. After bailing, the hops are temporarily stored and then prepared for shipment to customers.

(15) "Incidental Agricultural Burning" means the burning of orchard pruning, vegetative burning along fence lines or fence row and wind-blown organic debris.

(16) "Jurisdiction" shall mean Benton County.

(17) "NFDRS" is the National Fire Danger Rating System produced by the Wildland Fire Assessment System operated by USDA Forest Service..

(18) "Outdoor Burning" means the combustion of material of any type in an open fire or in an outdoor container without providing for control of combustion or the control of emissions from the combustion. Outdoor burning means all types of outdoor burning, except agricultural burning and silvicultural burning as described in RCW 70.94.((743(3)))6514.

(19) "Police Department" or "Police Officers" shall mean the Benton County Sheriff's Department.

(20) "Red Flag Warning" is a notification so denoted issued by the Pendleton, Oregon Weather Forecast Office of the National Weather Service that considers both weather (heat, wind, atmospheric stability, lightning, and humidity) and fuel conditions in determining that the combined conditions indicate a higher probability of fire ignition and the potential rate of spread and difficulty to control a fire once it ignites.

(21) "Silvicultural Burning" means burning of wood fiber on forest land in accordance with the provisions of RCW 70.94.6534.

~~((21))~~ (22) "Urban Growth Area (UGA)" means those areas designated as such by Benton County pursuant to RCW 36.70A.110.

~~((22))~~ (23) "Weather" means predicted weather conditions or unpredicted weather events which may increase the probability of ignition and/or the potential rate of spread and difficulty to control a fire.

SECTION 3. Ordinance 400, Section 6, Ordinance 530, Section 3 and BCC 3.16.019 are hereby amended to read as follows:

3.16.019 BOARD OF APPEALS. ~~((Section A101.2 of the 2012 Edition of the International Fire Code is deleted and replaced with the following:~~

~~"BOARD OF APPEALS - In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals "Board," consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall be jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and the Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency, or representative, shall be an ex-officio member of the Board and shall serve as secretary to the Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith.")~~

(a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the fire code official relative to the application and interpretation of the International Fire Code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of International Fire Code.

(b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.

(c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

(d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section.

SECTION 4. Ordinance 530, Section 4 and BCC 3.16.023 are hereby amended to read as follows:

3.16.023 TANK STORAGE - BULK STORAGE. The geographical limits referred to in Section((§)) 5((4))704 2.9.6.1 and 5706.2.4.4 of the ((2012)) 2015 edition of the International Fire Code in which storage of Class I and Class II liquids in aboveground tanks inside or outside of buildings is prohibited, are hereby established. The prohibitions in those sections shall apply to all areas in which the International Fire Code is in force, except for within the following zoning districts: LI (Light Industrial District), HI (Heavy Industrial District), RL-5 (Rural Lands Five Acre District), RL-20 (Rural Lands Twenty Acre District), GMAAD (Growth Management Act Agricultural District), and U (Unclassified District); provided, however, that the Fire Marshal may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances or regulations.

SECTION 5. Ordinance 530, Section 5 and BCC 3.16.025 are hereby amended to read as follows:

3.16.025 LIQUEFIED PETROLEUM GASES. The geographical limits referred to in Section 6104.2 of the ((2012)) 2015 edition of the International Fire Code, in which bulk storage of liquefied petroleum gas is restricted, are hereby established and shall apply to all areas in which the International Fire Code is in force; provided, however, that the Benton County Fire Marshal or designee may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances, or regulations.

SECTION 6. Ordinance 530, Section 6 and BCC 3.16.027 are hereby amended to read as follows:

3.16.027 OPEN FLAME OR TORCHES. Section 308.1.3 of the ((2012)) 2015 edition of the International Fire Code is hereby amended to read:

Persons using a torch or other flame-producing device for removing paint, thawing pipes, or sweating pipe joints from or in any building or structure shall provide a minimum of one (1) portable fire extinguisher which complies with Section 906 of the International Fire Code and with a minimum 4-A rating, two (2) portable fire extinguishers, each with a minimum 2-A rating, or water hose connected to the water supply on the premises where such burning is done. The person doing the burning shall remain on the premises one (1) hour after the torch or flame producing device is last utilized.

SECTION 7. Ordinance 530, Section 9 and BCC 3.16.032 are hereby amended to read as follows:

3.16.032 SPECIAL PERMITS - GENERAL. (a) A permit shall constitute permission to maintain, store, use, or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permission shall not be construed as authority to violate, cancel, or set aside any of the provisions of this chapter. Such permit shall not take the place of any license required by law. A list of all activities requiring a special permit are listed in the ((2012)) 2015 Edition of the International Fire Code.

(b) All permits issued under this chapter shall be presumed to contain the proviso that the applicant or the applicant's agents and employees shall carry out the proposed activity in compliance with all the requirements of this chapter and any other laws or regulations applicable thereto whether specified or not, and in complete accordance with the approved plans and specifications. The Fire Marshal may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this chapter and any approval of plans and specifications given in connection with the issuance of such permit shall likewise be void.

(c) The Benton County Fire Marshal or designee shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used prior to issuance of a permit.

(d) Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the Benton County Fire Marshal or designee.

(e) Whenever, under the provisions of this chapter and the International Fire Code, more than one permit is required for the same location, such permits may be consolidated into a single permit with no additional costs involved.

SECTION 8. Ordinance 478, Section 11 and BCC 3.16.038 are hereby amended to read as follows:

3.16.038 OUTDOOR BURNING AND AGRICULTURAL BURNING--WHEN PROHIBITED DUE TO FIRE DANGER. (a) Unless allowed by subsection (c) of this section, ~~((\Theta))~~ outdoor burning, even if permitted by the Benton Clean Air Agency, is prohibited under the following conditions due to fire danger ~~((\tau))~~. ~~((e))~~ Except as allowed by subsection (c) below:

- (1) During a period when the Fire Danger Classification is High, Very High, or Extreme as determined by the Fire Marshal;
- (2) When wind speeds exceed 20 mph;
- (3) During any period in which a Red Flag Warning is in effect; or
- (4) When the Fire Marshal has ~~((made—the))~~ issued notifications, as set forth in ~~((Section 5(e) below))~~ BCC 3.16.039(b), that a burn ban is in effect because of the deployment of significant local fire fighting resources.

(b) Unless allowed by subsection (c) of this section, ~~((A))~~ agricultural burning (including incidental agricultural burning), even if permitted by the Benton Clean Air Agency, is prohibited under the following conditions due to fire danger ~~((\tau except as allowed by subsections (e) or (d) below))~~:

- (1) During a period when the Fire Danger Classification is Extreme as determined by the Fire Marshal;
- (2) When wind speeds exceed 20 miles per hour;
- (3) During any period in which a Red Flag Warning is in effect; or
- (4) When Fire Marshal has ~~((made—the))~~ issued notifications, as set forth in ~~((Section 5(e) below))~~ BCC 3.16.039(b), that a burn ban is in effect because of the deployment of a significant amount of local fire fighting resources.

(c) Between September 1st and November 1st of any year, outdoor burning otherwise prohibited under subsection (a) ~~((above))~~ of this section is allowed with the written permission of at least four (4) Fire Chiefs.

(d) Agricultural burning (including incidental agricultural burning) otherwise prohibited under subsection (b) ~~((1) above))~~ of this section may be allowed upon approval of the Fire Marshal and Fire Chief of the fire protection district, if any, in which the site of the requested burning is located. Such approval will be reflected by the issuance of a permit for an Agricultural Burn Exemption to Extreme Fire Danger Classification Burn Ban. Request for such a permit shall be made on the form provided by the Fire Marshal and submitted to the Fire Marshal and Fire Chief of the fire protection district in which the site of the proposed burning is located. Upon determination that the proposed agricultural burning does not pose a health and safety risk, the permit may be

issued, with whatever conditions are deemed appropriate, by either the Fire Marshal or the Fire Chief of the fire protection district with jurisdiction over the site of the proposed burn.

SECTION 9. Ordinance 385, Section 5, Ordinance 478, Section 12 and BCC 3.16.039 are hereby amended to read as follows:

3.16.039 OUTDOOR BURNING AND AGRICULTURAL BURNING--RED FLAG WARNINGS, AND DEPLOYMENT OF SIGNIFICANT FIRE FIGHTING RESOURCES--NOTIFICATION.

(a) Red Flag Warnings.

The Pendleton, Oregon Office of the National Weather Service Forecast Office may issue Red Flag Warnings from time to time. When the Benton County Fire Marshal receives notification that a Red Flag Warning has been issued for areas within Benton County, the Fire Marshal shall notify in writing each fire protection district operating in Benton County, the Benton Clean Air Agency, Benton County Emergency Management, and at least two local television stations, one print media, and one local radio station that a burn ban is in effect due to a Red Flag Warning.

(b) Deployment of Significant Local Fire Fighting Resources.

When the Fire Marshal has been notified by the Expanded Resource Ordering Coordinator designated by the fire protection districts in Benton County that significant local fire fighting resources have been dispatched to one or more fires, the Fire Marshal may exercise his or her discretion and implement a burn ban by notifying in writing each fire protection district operating in Benton County, the ~~((7))~~ Benton Clean Air Agency, ~~((and))~~ at least two local television stations, one print media, and one local radio station ~~((of the))~~ that a burn ban is in effect due to this condition.

SECTION 10. Ordinance 569, Section 2 and BCC 3.16.042 are hereby amended to read as follows:

3.16.042 AUTOMATIC SPRINKLER SYSTEM-WHERE REQUIRED. Section 903.2 of the ~~((2012))~~ 2015 Edition of the International Fire Code shall be amended to read as follows:

Approved automatic sprinkler system in new buildings and structure shall be provided in the locations described in Section 903.2.1 through 903.2.12.

Exceptions: *Hop processing and storage facilities* and spaces or areas in telecommunications buildings used exclusively for telecommunication equipment, associated electrical power distribution equipment, batteries and standby engines, provided those facilities and spaces or areas are equipped throughout with an automatic smoke detection system if required by the terms of Section 907.2. Additionally, the spaces and areas in telecommunications buildings must be separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code*, or both.

SECTION 11. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 12. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to the minimum standards for fire flows, water mains, fire hydrants, and roads; amending Ordinance 149, Section 1 and BCC 3.18.020; amending Ordinance 461, Section 10 and BCC 3.18.042.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 149, Section 1 and BCC 3.18.020 are hereby amended to read as follows:

3.18.020 GENERAL APPLICABILITY. Except as hereinafter exempted, the following shall be subject to the provisions of this chapter:

- (a) New commercial, ~~((and))~~ new industrial, and new residential structures.
- (b) proposed subdivisions or short plat subdivisions.
- (c) Substantial alterations or additions to existing commercial or industrial structures.
- (d) Existing formal subdivisions, commercial or industrial structures when water mains are replaced.
- (e) Proposed mobile home parks and recreational vehicle parks.

SECTION 2. Ordinance 461, Section 10 and BCC 3.18.042 are hereby amended to read as follows:

3.18.045 MINIMUM ROAD REQUIREMENTS. (a) Except as otherwise provided in this chapter, the minimum acceptable improved surface for a private road shall be twenty (20) feet in width that is graded and with two (2) inches of compacted recycled concrete asphalt or two (2) inches of base course crushed surfacing in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation, as now in effect or hereafter amended.

(b) The minimum improved surface of a private road may be twelve (12) feet in width surfaced with the materials set forth in subsection (a) above, if the private road serves six (6) or fewer dwelling units (a duplex constitutes two (2) dwelling units); provided, ~~((turnouts))~~ pullouts ten (10) feet wide and thirty (30) feet in length, surfaced in the same manner as the remainder of the private road, shall be placed every three hundred (300) feet from a public road unless the Fire Marshal makes a written determination that a greater spacing is allowable because such greater spacing would not endanger public health, safety or welfare.

(c) If a private road has any curves or turns, the required improved width of any such private road shall be as determined and set forth in writing by the Fire Marshal to a width deemed necessary to allow the appropriate fire fighting equipment to safely navigate such curves or turns. If no such written determination is requested of and made by the Fire Marshal, then

a private road with curves or turns must be improved to a width of twenty (20) feet in accordance with the standards set forth in subsection (a) above.

(d) All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven (37) feet in length from bumper to bumper to completely turn around.

(e) All private roads shall be constructed to applicable standards set forth above and all conditions of approval of an encroachment permit shall be satisfied prior to any certificate of occupancy being issued for that parcel.

(f) Bridges and Culverts. All private roads over any drainage, river, creek, etc. shall be traversed by a private bridge or culvert capable of supporting at least sixty thousand (60,000) pounds or such higher weight as deemed necessary and designated in writing by the Fire Marshal. Private bridges over twenty (20) feet long are not allowed. Private bridges and culverts shall be designed to handle a 25-year storm event; provided, if located in an area designated as a 100-year flood plain, then the design must meet the 100-year flood event. A letter stating that the private bridge or culvert design meets the requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and, for private bridges, every two (2) years thereafter.

(g) Access - Gradients.

(1) For all developments accessed by private road, access shall be by at least one private road with a maximum gradient of twelve (12) percent or less; provided, such maximum gradient may be exceeded under either of the following circumstances:

(i) A maximum gradient of no more than fifteen (15) percent shall be permissible if the private road is surfaced with two (2) inches or more of asphalt or concrete; or

(ii) Subject to the written approval of the Fire Marshal, a maximum gradient of fifteen (15) percent may be allowed for less than two hundred (200) feet if such gradient is followed by a gradient of zero (0) percent for a period of six hundred (600) feet and adequately satisfies the vertical curve alignment necessary for the appropriate fire fighting equipment. This design may be repeated as needed.

(2) Notwithstanding subsection (1) above, the maximum gradient of a private road providing access to a dwelling unit shall not exceed twelve (12) percent at any point within two hundred (200) feet of an intersection of such private road with another private road or with a public road.

(3) If requested, as-built drawings of each completed private road shall be submitted. The as-built drawing shall bear the stamp of a Washington State Registered Civil Engineer.

(h) A street within a new development will normally be continued as an extension of existing street, unless good site planning dictates a different solution. Street patterns must take into

consideration access to adjacent properties. Sketches of a proposed street system for adjoining properties may be required if owned by the subdivider, or if the configuration of the large tracts make it necessary to provide future access through the property under consideration.

(1) A residential development exceeding sixteen (16) dwelling units that is served by a single access road over six hundred (600) feet in length and each lot is less than one (1) gross acre in size, must have a second entry street.

(2) All residential developments containing more than fifty (50) individual lots shall have a second entry street.

(3) Cul-de-sacs will be permitted where topography or other conditions justify their use. Without approval, they shall not exceed six hundred (600) feet.

(i) Access Identification - Uniform Address Posts. Address locator posts shall be installed and maintained in accordance with the standards adopted by Benton County. The owner of the property is responsible for maintaining and replacing address locator posts per the following requirements and standards:

(1) Address locator posts shall be perpendicular to the public right-of-way and shall be positioned off the road so as not to hinder the movement of traffic and road maintenance vehicles.

(2) The posts shall be located adjacent to the private easement point of encroachment and/or driveway.

(3) If the address posts initially installed by the County are damaged, replacement of the address signs can be obtained from Benton County Planning/Building Department by submitting a fee as set by resolution of the Board of County Commissioners. In lieu of the fee, owners may provide their own signs.

(4) The posts must be at least four (4) and less than six (6) feet in height with reflective address numbers each at least four (4) inches in height on both sides.

(5) The address posts shall be flexible and shall not be hazardous to moving vehicles because of sign materials. Only posts approved by the County are allowed to be put on the public right of way.

(6) Address numbers shall be mounted on the structure in addition to the address locator posts. The address shall be placed on the side of the structure that faces the road. It should be placed near a doorway; if no doorway exists on the side of the structure facing the right-of-way, the numbers shall be placed four to six (4 - 6) feet above ground level. The numbers shall be a minimum of four (4) inches in height and shall contrast with their background.

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

ORDINANCE NO. _____

AN ORDINANCE relating to swimming pools; amending Ordinance 209, Section 1, Ordinance 329, Section 1 and BCC 3.24.005; amending Ordinance 209, Section 2 and BCC 3.24.015; amending Ordinance 209, Section 4 and BCC 3.24.017; repealing Ordinance 209, Section 5 and BCC 3.24.041; amending Ordinance 141, Section 1 and BCC 3.24.050; amending Ordinance 196, Section 3 and BCC 3.24.070; amending Ordinance 329, Section 3 and BCC 3.24.090.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 209, Section 1, Ordinance 329, Section 1 and BCC 3.24.005 are hereby amended to read as follows:

3.24.005 ~~ADOPTION OF ((UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE.))~~ INTERNATIONAL SWIMMING POOL AND SPA CODE. ~~((The 1997 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code published by the International Association of Plumbing and Mechanical Officials))~~ The 2015 Edition of the International Swimming Pool and Spa Code published by the International Code Council, Inc. as now or hereafter adopted or ((hereafter)) amended by the State of Washington, is hereby adopted by Benton County ~~((and)).~~ ((a)) All swimming pools, spas, hot tubs and structures hereafter constructed, enlarged, altered, repaired, relocated and added to shall be done in conformity with the provisions of the ~~((Uniform Swimming Pool, Spa and Hot Tub Code))~~ International Swimming Pool and Spa Code, except as expressly provided herein.

SECTION 2. Ordinance 209, Section 2 and BCC 3.24.015 are hereby amended to read as follows:

3.24.015 HEALTH DEPARTMENT APPROVAL. No permits for swimming pools shall be issued by the Building ~~((and Fire Prevention))~~ Department for lots that have an on-site sewage system without verification that the sewage system and the replacement area will not be impaired or ~~((incumbered))~~ encumbered. This verification shall be provided by the Benton-Franklin District Health Department.

SECTION 3. Ordinance 209, Section 4 and BCC 3.24.017 are hereby amended to read as follows:

3.24.017 BOARD OF APPEALS. Section ~~((1.18))~~ 108 of the ~~((Uniform Swimming Pool, Spa and Hot Tub Code))~~ International Swimming Pool and Spa Code shall be amended to read as follows:

~~(("BOARD OF APPEALS — In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of this code there shall be and is hereby created a Board of Appeals, consisting of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. The Board of Appeals shall be jointly appointed by the Mayors of the cities of Pasco, Kennewick, Richland and West Richland and Chairmen of the Boards of County Commissioners of Benton and Franklin Counties, and shall serve at their pleasure. The Building Official of each appointing agency shall be an ex-officio member of the Board and shall serve as Secretary of the~~

~~Board on a rotating basis. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to all the Building Officials with a duplicate copy to the appellant and may recommend to the City Councils and/or Boards of County Commissioners such new legislation as is consistent therewith.")~~

"BOARD OF APPEALS.

- (a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.
- (b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.
- (c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.
- (d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 4. REPEAL. Ordinance 209, Section 5 and BCC 3.24.041 are hereby repealed.

SECTION 5. Ordinance 141, Section 1 and BCC 3.24.050 are hereby amended to read as follows:

3.24.050 ENFORCEMENT. Enforcement of the provisions of this chapter shall be the responsibility of the Benton County Building ((and Fire Prevention)) Department.

SECTION 6. Ordinance 196, Section 3 and BCC 3.24.070 are hereby amended to read as follows:

3.24.070 INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The Building ((and Fire Prevention)) Department may accept a written assurance of discontinuance of any act in violation of

this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 7. Ordinance 329, Section 3 and BCC 3.24.090 are hereby amended to read as follows:

3.24.090 EFFECTIVE DATE. This ordinance shall take effect and be in full force (~~on July 1, 1998~~) upon the date of adoption.

SECTION 8. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 9. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board