

Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail, click highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agenda/commissioners>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, May 24, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **May 17, 2022**

Review Agenda

Consent Agenda

Auditor

a. Surplus and Disposition of Personal Property

Commissioners

b. Reappointment of Darryl Olsen to the Water Conservancy Board

Corrections

c. Line Item Transfer, Fund No. 0000-101, Dept. 120 for Overtime

Juvenile

d. Line Item Transfer, Fund No. 0115-101, Dept. 171 for Overtime

Public Works

e. Line Item Transfer, Fund No. 0101-101, Dept. 500

f. Contract w/American Rock Product for Bituminous Surface Treatment Area 6 & Edge Repair

- g. Accepting Work Performed by Central Washington Asphalt for Bituminous Surface Treatment Area 5 & Edge Repair
 - h. Accepting Work Performed by Western Construction of Lewiston for Crushing & Stockpiling
- Purchasing**
- i. First Amended Contract w/River City Environment Inc. for Trap/Oil-Water Separator Pumping & Cleaning Services
 - j. Agreement w/Runbeck Election Services for Software & Election Operation Management System for Auditor's Office
 - k. Purchase of Fifteen MorphoDent Fingerprint Identification Devices from Idemia for Sheriff's Office
 - l. Rental of Vactor Truck for Public Works Dept; Rescinding Resolution 2022-218
 - m. Request to Proceed w/Advertisement & Bid Process for Furnishing Road Surfacing Materials for Public Works

Sheriff

- n. Line Item Transfer, Fund No. 0000-101, Dept. 121

Public Comment ~for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941

Scheduled Business

Line Item Transfer, Fund No. 0148-101, Dept. 136, for Temporary Help ~ E Hsu & L Wingfield

Establish the Risk Management Coordinator ~ L Wingfield & A Morasch

- Establish Classification Description
- Establish Salary Grade
- Transfer of Funds from Current Expense, Depts. 120 & 103 to 107

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, May 17, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Absent: Commissioner Jerome Delvin (NACO Conference)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Robert Blain, Operations & Capital Programs; Judge Joseph Burrowes via WebEx; Clerk Josie Delvin; Finance Manager Linda Ivey; Treasurer Ken Spencer; Tammy McKiernan and Kyle Sullivan, Human Services; Eric Hsu, OPD Manager via/WebEx; David Wheeler, Interim Juvenile Administrator; Chief Robert Guerrero; Greg Wendt, Community Development Director.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of May 10, 2022 were approved.

Agenda Review

Two Executive Sessions were added to the agenda:

- Review Qualifications of Applicant for Public Employment
- Review Performance of Public Employee

Consent Agenda

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

Commissioners

- a. Quit Claim Deed for Surplus Property; Parcel #1-1997-402-0002-016
- b. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 117 for Overtime

Information Technology

- c. Software Service Agreement Addendum 2 w/JotForm Inc for the IT Department
- d. Lease Agreement w/Ricoh USA, Inc. for Facilities Department
- e. Lease Agreement w/Ricoh USA, Inc. for Prosecuting Attorney's Office & OPD
- f. Lease Agreement w/Ricoh USA, Inc. for Auditor & Assessor's Offices
- g. Lease Agreement w/Ricoh USA, Inc. for District Court

Prosecuting Attorney

- h. Line Item Transfer, Fund No. 0000-101, Dept. 117 for Overtime

Purchasing

- i. 2nd Amended Contract w/Strata for On-Call Material Sampling & Testing
- j. Contract w/American Rock Products for Plymouth Road Overlay Project
- k. Award of Crack Seal Material to Arrow Construction Supply for Use by Public Works Dept.
- l. Accepting the WA Asso. Of Sheriffs & Police Chiefs Traffic Safety Grant for Field Sobriety Tests
- m. Award of Purchase of Virtual Training Simulator to Virtra, Inc. for Sheriff's Office

Public Comment

None.

Line Item Transfer – Request to Change Court Reporter to Assistant to Presiding Judge

HR Manager Lexi Wingfield and Superior Court Judge Joe Burrowes via/video conference discussed the need for an assistant to the Presiding Judge. Judge Burrowes said they had three open court reporter positions and were using the FTR system, but the hearings still needed to be transcribed for possible appeals. He said they were having difficulty recruiting for those positions and were requesting to use one of those vacant positions for a judicial assistant to assist with the back log of criminal cases.

Ms. Wingfield said the Line Item Transfer would change the title (an office reorganization) and would be a savings to the budget as it was changing from a Grade 14 to a Grade 12.

MOTION: Commissioner McKay moved to approve the bi-county resolution changing position 1478 from a Court Reporter, bi-county non-bargaining grade 14, to an Assistant to the Presiding Judge bi-county non-bargaining grade 12. Chairman Small seconded and upon vote, the motion carried.

Wautoma Solar Panel Project Presentation

Ellen Bird & Nuno Louzeiro, Innergex, appeared via/WebEx and discussed the Wautoma Solar Panel Project and briefly discussed the following:

- Project Overview
- Siting – Northwest corner of Benton County
 - Excellent solar; adjacent to transmission systems; land was level and open, and had the support of landowners
 - 3,000 acres – maximum buildout of site
 - All of the land was zoned Agriculture, and they were looking at dual use of the land, however, this was a less productive agriculture site according to the landowners
- Permitting and Studies
- Construction
- Benefits
- Schedule

Chairman Small said he was in favor of solar since it had far less impacts than the windmills. Commissioner McKay said he liked that this project was out in “no man’s land” and had low visibility.

Supplemental Request to go to Public Hearing

Finance Manager Linda Ivey presented a request to go to public hearing on June 7, 2022 for a budget adjustment for the Human Services Fund. She said Human Services was awarded three new grants due to Covid-19 that were not included in the 2021-2022 budget process as follows:

- \$12,213,576 from Washington State Commerce from the US Treasury for rent, utilities, and By & For Agencies (C-TRAP-2) due to COVID-19
- Additional \$7,664,001 in Eviction Rent Assistance Program (ERAP) due to COVID-19
- \$4,875,836 from the US Treasury on May 10, 2021, for rent and utilities (TRAP-2) due to COVID-19

Commissioner McKay expressed his frustration with the system, and said he hoped these individuals were not dependent on this money for too long. Chairman Small asked if this was ongoing funding, and Kyle Sullivan said the funding had various end dates of 2023 and 2025 and were time limited. Ms. Ivey said this funding was only dedicated to these programs.

MOTION: Commissioner McKay moved to approve going to Public Hearing on June 7, 2022, for the potential approval of the request for a budget adjustment for the Human Services Fund, Fund Number 0108101, in the amount of \$24,753,413. Chairman Small seconded and upon vote, the motion carried.

Other Business

Certificates of Service

Chairman Small recognized the following employees for their long-term service with Benton County:

15 Years

- Richard Byrd
- Elizabeth Lee
- Lance Rendall
- Kay Fairchild
- Raul Rodriguez
- Gerald Cole
- Denise Gerry
- Eric Hsu

20 Years

- Carlos Trevino
- Gerald Mercado
- Scott Runge
- Tammy McKeirnan

25 Years

- Renee Munoz
- Pei-Ling Kuh

30 Years

- Sherry Bingman

The Board recessed, reconvening at 9:37 a.m.

Executive Sessions – Review Qualifications of Candidate for Public Employment (2) and Review Performance of a Public Employee

The Board went into executive session at 9:37 a.m. for up to 15 minutes for three separate executive sessions with Lexi Wingfield to discuss the qualifications of a candidate for public employment (2) and to review the performance of a public employee. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, Eric Hsu via/WebEx, David Wheeler, and Robert Guerrero.

The Board came out at 9:50 a.m. No decisions were made in executive session.

MOTION: Commissioner McKay moved to approve the bi-county resolution authorizing the Chairman of the Board of Benton County Commissioners to sign the Salary Request statement as presented. Chairman Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the salary request form as presented for Cheyenne Zilar. Chairman Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the salary request form as presented for Ian Bergevin. Chairman Small seconded and upon vote, the motion carried.

Tort Claim

2022-12: Received on May 16, 2022 from Tommie Slack

Accounts Payable

Check Date: 05/10/2022

P-Cards #: 0522

Total all funds: \$396,458.34

Resolutions

- 2022-324: Changing Vacant Court Reporter in Superior Court to an Assistant to the Presiding Judge
- 2022-325: Authorizing the Chairman of Benton County and Franklin County Commissioners to Sign the Bi County Salary Request Statement for Joseph Baker
- 2022-326: Quit Claim Deed for Surplus Property; Parcel #1-1997-402-0002-016
- 2022-327: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 117 for Overtime
- 2022-328: Software Service Agreement Addendum 2 w/JotForm Inc for the IT Department
- 2022-329: Lease Agreement w/Ricoh USA, Inc. for Facilities Department
- 2022-330: Lease Agreement w/Ricoh USA, Inc. for Prosecuting Attorney’s Office & OPD
- 2022-331: Lease Agreement w/Ricoh USA, Inc. for Auditor & Assessor’s Offices
- 2022-332: Lease Agreement w/Ricoh USA, Inc. for District Court
- 2022-333: Line Item Transfer, Fund No. 0000-101, Dept. 117 for Overtime
- 2022-334: 2nd Amended Contract w/Strata for On-Call Material Sampling & Testing
- 2022-335: Contract w/American Rock Products for Plymouth Road Overlay Project
- 2022-336: Award of Crack Seal Material to Arrow Construction Supply for Use by Public Works Dept.
- 2022-337: Accepting the WA Asso. Of Sheriffs & Police Chiefs Traffic Safety Grant for Field Sobriety Tests
- 2022-338: Award of Purchase of Virtual Training Simulator to Virtra, Inc. for Sheriff’s Office

There being no further business before the Board, the meeting adjourned at approximately 9:52 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Declaration of Surplus Property	
Presenter:		
Prepared By:	M. Gutierrez	
Reviewed By:	L. Roe	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

0

Recommendation

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

Suggested Motion

Approve as part of the Consent Agenda.

M. Gutierrez

M. Gutierrez
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE**,

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be transferred to Adams County.

Dated this _____ day of _____, 2022.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

M. Gutierrez
L. Roe

TRANSFER to Adams County

AUDITOR

- 1 Ballot drop box

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Re-appointment of Darryl Olsen to the Benton County Water Conservancy Board	
Presenter:		
Prepared By:	Peggy Brown	
Reviewed By:	Marilu Flores	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Commissioners' Office was notified that the term of Darryl Olsen will expire on May 31, 2022 to the Benton County Water Conservancy Board. Mr. Olsen has expressed a desire to be re-appointed for a six-year term.

Fiscal Impact

Amount:

Fund:

Recommendation

Re-appoint Mr. Darryl Olsen to the Benton County Water Conservancy Board with term to expire May 31, 2028.

Suggested Motion

Consent Agenda resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF DARRYL OLSEN TO THE BENTON COUNTY WATER CONSERVANCY BOARD

WHEREAS, the term for Darryl Olsen will expire on May 31, 2022; and

WHEREAS, Darryl Olsen has expressed a willingness to be reappointed to the Benton County Water Conservancy Board for an additional six-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Darryl Olsen is hereby re-appointed to the Benton County Water Conservancy Board, said term expiring on May 31, 2028.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1813	Jail Commander	\$100,000	523.620	1925	Overtime	\$157,600
523.620	1416	Custody Officer	\$50,000				
523.210	3109	Jail Clothing	\$1,500				
523.210	3128	Home Monitoring Supplies	\$1,520				
523.210	3129	Work Release Supplies	\$1,300				
523.210	4928	Home Monitoring Services	\$1,830				
523.210	4934	Work Release Services	\$1,450				
TOTAL			\$157,600	TOTAL			\$157,600

Explanation:

Moving funds within department 120 to cover overtime expenses due to staffing shortages in 2022.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
JUVENILE CENTER FUND NUMBER 0115101 DEPARTMENT NUMBER 171

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Crystal Garcia

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	1621	Service Learning Program Fac	\$35,000	527.100	1925	Overtime	\$35,000
TOTAL			\$35,000	TOTAL			\$35,000

Explanation:

This LIT is necessary to cover overtime costs due to employee's being out on leave and coverage for vacant positions due to lack of applicants.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
COUNTY ROAD FUND NUMBER 0101101

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: B. Chilton; Auditor; File

Prepared By: S. Berry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: ROAD

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

TRANSFER FROM: Dept. 500

TRANSFER TO: Dept. 500

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
543.700	1763	Maintenance Worker I	\$103,696	543.700	1763	Maintenance Worker II	\$103,696
TOTAL			\$103,696	TOTAL			\$103,696

Explanation:
 This LIT is necessary to switch position number 1763 back to a Maintenance Worker II. It was originally budgeted as a Maintenance Worker II but was switched to a Maintenance Worker I to fill the position at a lower grade per employment qualifications. Those qualifications have been met and the position can now resume the original budgeted grade.

Prepared by: Shela Berry

Date: 5/16/22

Approved

Denied

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Execute contract with American Rock Products for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair	
Presenter:		
Prepared By:	D. Hope	
Reviewed By:	D. D'Hondt and Purchasing	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

By Resolution 2022-304 dated May 3, 2022, an award was made to American Rock Products for the C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by American Rock Products.

Fiscal Impact

Amount: \$3,072,222.00

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with American Rock Products of Yakima Washington for C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH AMERICAN ROCK PRODUCTS OF YAKIMA, WASHINGTON FOR C.E. 2133 SMP – 2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR

WHEREAS, by Resolution 2022-304 dated May 3, 2022, an award was made to American Rock Products, Yakima, Washington and as directed, staff has prepared a contract for Board approval; and

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

WHEREAS, the contract in the amount of \$3,072,222.00 has been executed by American Rock Products; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded May 3, 2022 to American Rock Products, in the amount of \$3,072,222.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2021-233 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair project shall be completed in its entirety within thirty (35) working days as described in the contract documents.

Dated this 24th day of May, 2022.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

CONTRACT

THIS CONTRACT, made and entered into this 24 day of **May, 2022**, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and AMERICAN ROCK PRODUCTS of Yakima Washington, (hereinafter "the Contractor").

WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2133 S.M.P. – 2022 Bituminous Surface Treatment Area 6 and Edge Repair,**" and as described in and in accordance with the State of Washington **2021** Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of **\$3,072,222.00**, payable as provided in the Contract Documents.

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

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

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

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

Executed by the Contractor:

COUNTY OF BENTON



Signature
American Rock Products:

Chairman, Board of Commissioners

Construction Manager

Title


Attest: _____
Clerk of the Board

5-11-2022

Date

Date

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

5/6/22

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Accepting work performed by Central Washington Asphalt on C.E. 2118 SMP - 2021 Bituminous Surface Treatment Area 5 and Edge Repair Project	
Presenter:		
Prepared By:	D. Hope	
Reviewed By:	D. D'Hondt and Purchasing	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

The County entered into a contract with Central Washington Asphalt for the C.E. 2118 SMP – Bituminous Surface Treatment Area 5 and Edge Repair Project on February 9th, 2021 (Res. 2021-151). Central Washington Asphalt has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings and requests retainage be released.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Central Washington Asphalt's work and the project as complete and release retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CENTRAL WASHINGTON ASPHALT UNDER CONTRACT FOR C.E. 2118 SMP – 2021 BITUMINOUS SURFACE TREATMENT AREA 5 AND EDGE REPAIR PROJECT

WHEREAS, on February 9th, 2021 the Board of County Commissioners entered into a contract with Central Washington Asphalt of Moses Lake, Washington (Resolution 2021-151) for C.E. 2118 SMP – 2021 Bituminous Surface Treatment Area 5 and Edge Repair project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer’s recommendation that the Board of Benton County Commissioners formally accept the contractor’s work and the project as complete; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners concurs with the County Engineer’s recommendation and hereby accepts the work performed by Central Washington Asphalt, Inc. under contract for C.E. 2118 SMP – 2021 Bituminous Surface Treatment Area 5 and Edge Repair project as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage.

Dated this 24th day of May, 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Accepting work by Western Construction of Lewiston, Inc., for C.E. 2119 - 2021 Crushing and Stockpiling	
Presenter:		
Prepared By:	D.Hope	
Reviewed By:	D. D'Hondt and Purchasing	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

The County entered into a contract with Western Construction of Lewiston, Inc. for the project C.E. 2119 – 2021 Crushing and Stockpiling on April 27, 2021 (Res. 2021-345). Western Construction of Lewiston, Inc. has completed all work required under the contract. We have received the necessary releases from L&I, DOR, and ESD. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings and requests that the board release retainage.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Western Construction of Lewiston, Inc.'s work and the project as complete and authorize the release of the retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY WESTERN CONSTRUCTION OF LEWISTON, INC. UNDER CONTRACT FOR C.E. 2119 – 2021 CRUSHING AND STOCKPILING

WHEREAS, on April 27, 2021, the Board of County Commissioners entered into a contract with Western Construction of Lewiston, Inc. of Lewiston, Idaho (Resolution 2021-345) for C.E. 2119 – 2021 Crushing and Stockpiling; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer’s recommendation that the Board of Benton County Commissioners formally accept the contractor’s work and the project as complete; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer’s recommendation and hereby accepts the work performed by Western Construction of Lewiston, Inc. under contract for C.E. 2119 – 2021 Crushing and Stockpiling as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage.

Dated this 24th day of May 2022.

Chairman

Chairman Pro-Tem

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

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Approving First Contract Amendment with River City Environmental, Inc. To Provide As-Needed Grease Trap/Oil-Water Separator Pumping & Cleaning Services	
Presenter:		
Prepared By:	P Schut	
Reviewed By:	Procurement	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2021-481, the Board of Benton County Commissioners entered into a contract with River City Environmental, Inc. to provide as-needed grease trap/oil-water separator pumping & cleaning services. The original contract expires June 30, 2022, but allows for one 12-month extension.

The contract amendment is necessary to extend the expiration date to June 30, 2023.

Fiscal Impact

N/A

Recommendation

Approve the attached contract amendment with River City Environmental, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PURCHASED SERVICE CONTRACT WITH RIVER CITY ENVIRONMENTAL, INC. FOR AS-NEEDED GREASE TRAP/OIL-WATER SEPARATOR PUMPING & CLEANING SERVICES AND AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT

WHEREAS, per Resolution 2021-481, the Board of Benton County Commissioners entered a contract with River City Environmental, Inc. for as-needed grease trap/oil water separator pumping & cleaning services; and

WHEREAS, the original contract expires June 30, 2022, but allows for one 12-month extension; and

WHEREAS, the contract expiration date needs to be extended from June 30, 2022, to June 30, 2023; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the contract amendment and authorizes the Chairman to sign the attached amendment to the purchased service contract with River City Environmental, Inc.; and

BE IT FURTHER RESOLVED, the attached contract amendment extends the contract expiration date from June 30, 2022, to June 30, 2023.

Dated this day of, 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest:
Clerk of the Board

**FIRST CONTRACT AMENDMENT
PURCHASED SERVICE CONTRACT**

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") 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 **RIVER CITY ENVIRONMENTAL, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 5410 NE 109th Ave, Portland, OR 97220 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-481, the parties entered into a Public Works Contract, beginning June 21, 2021 and ending June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide as-needed grease trap & oil water separator pumping & cleaning; and

WHEREAS, the COUNTY wishes to extended the contract an additional year as allowed in original contract; and

WHEREAS, it was also discovered in the original contract that there was conflicting language around intents and affidavits; and

WHEREAS, this First Amendment is necessary to extend the contract and correct the conflicting language; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

2. **DURATION OF CONTRACT** - Section 2 will be replaced in its entirety with the section below.

The term of this Contract shall begin upon execution by both parties and shall expire on June 30, 2023. 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.

5. **SERVICES PROVIDED** - Section 5.d. of the CONTRACT, "COMPENSATION" is amended and is replaced with the following:

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per Contract and one Affidavit of Wages Paid per Contract.

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

FOR BENTON COUNTY

RIVER CITY ENVIRONMENTAL, INC.

Chairman Date

DocuSigned by:
Daniel Zundel
E57BB2BE67B4454

Signature Date

Daniel Zundel

Name

PM

Title

Attest: Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
B4F7673B55A1486

Benton County Deputy Prosecuting Attorney, Civil

5/2/2022

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Service Agreement with Runbeck Election Services for the Benton County Auditor's Office	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Reid Hay; Brenda Chilton; Purchasing Department	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Per Resolution 2018-372 dated June 5, 2018, the Board of Benton County Commissioners approved the contract for incoming ballot solution equipment, software, and annual support for a four (4) year term expiring June 30, 2022.

Runbeck agrees to maintain the equipment and grant a license to use the software based on the terms and conditions as further outlined in the attached service agreement, for an annual fee of \$30,000 per each year this agreement is in place, subject to an annual adjustment not to exceed five percent (5%), plus any additional support fees as further outlined in the attached agreement.

Fiscal Impact

Annual Cost: \$30,000 per each year the contract is in place, excluding WSST & Shipping, subject to an annual adjustment not to exceed five percent (5%), plus any additional support fees as further outlined in the attached agreement.

Fund: IT Department's approved budget.

Recommendation

Approve the attached Resolution and Service Agreement between Benton County and Runbeck Election Services to maintain the equipment and grant a software license for the Benton County Auditor's Office.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN A SERVICE AGREEMENT WITH RUNBECK ELECTION SERVICES FOR SOFTWARE AND ELECTION OPERATION MANAGEMENT FOR THE BENTON COUNTY AUDITOR'S OFFICE

WHEREAS, per Resolution 2018-372 dated June 5, 2018, the Board of Benton County Commissioners approved the contract for incoming ballot solution equipment, software, and annual support for a four (4) year term expiring June 30, 2022; and

WHEREAS, Runbeck agrees to maintain the equipment and grant a license to use the software based on the terms and conditions as further outlined in the attached service agreement, for an annual fee of \$30,000 per each year this agreement is in place, excluding WSST and shipping, subject to an annual adjustment not to exceed five percent (5%), plus any additional support fees as further outlined in the attached agreement; and

WHEREAS, the Benton County Auditor recommends renewing the service agreement with Runbeck Election Services for software and election operation management related to the equipment purchased from Runbeck Election Services for a four (4) year term expiring June 30, 2026; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby awards the service agreement to Runbeck Election Services for an agreement fee of \$30,000 per each year this agreement is in place, excluding WSST and shipping, subject to an annual adjustment not to exceed five percent (5%), plus any additional support fees as further outlined in the attached agreement; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached service agreement between Benton County and Runbeck Election Services; and

BE IT FURTHER RESOLVED, said service agreement shall commence July 1, 2022 and shall terminate June 30, 2026.

Dated this 24th day of May, 2022.

Chairman of the Board

Attest
Clerk of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.



www.Runbeck.net ■ 877-230-8737
2800 S. 36th Street, Phoenix, AZ 85034

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made as of the date of full execution, by and between Benton County, WA, a governmental subdivision of the State of Washington ("Client"), and RUNBECK ELECTION SERVICES, INC., an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS

1. In connection with its election's responsibilities, Client desires to enter into a Service Agreement with Runbeck related to Client's operation of election management equipment purchased from Runbeck ("Equipment"); and to obtain from Runbeck a license to use accompanying software ("Software") to operate the Equipment.

2. Runbeck desires to maintain the Equipment and grant a license to use the software to Client based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Inventory of Equipment

Client is currently in possession of election management equipment, including hardware components and accessories, as specifically set forth in the Equipment Description attached hereto as Exhibit "D".

2. Software License; Annual License Fees; Restrictions

Subject to the Client's ongoing obligations under this Agreement, Client has been granted an irrevocable, non-exclusive right and license to install, display and use the software necessary for operation of the Equipment ("Software") for the term described in, and in accordance with the express terms of, the Software License attached hereto as Exhibit "B". Title to and ownership of the Software shall at all times remain with Runbeck and neither Client, nor its affiliates, agents or employees, will reverse engineer or reverse compile any part of the Software without Runbeck's prior written consent. Client shall pay Runbeck an annual License and Support Fee for the Software, as specifically set forth in Exhibit "D". All payments of this Fee shall be made on each successive yearly anniversary term of this

Agreement, as specifically set forth in Exhibit "D".

3. Equipment Maintenance and Support Services; Annual Equipment Maintenance and Support Services Fee

Runbeck shall provide those Equipment maintenance support services that are specifically set forth in the Equipment Maintenance and Support Services Schedule attached hereto as Exhibit "C". Client shall pay Runbeck an annual License and Support Fee for the Equipment, as specifically set forth in Exhibit "D". All payments of this Fee shall be made on each successive yearly anniversary date of delivery of the Equipment to the Client, as specifically set forth in Exhibit "D".

4. Availability and Retention of Records

All records relating to the products and services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of Washington (including, but not limited to, the Auditor of the State of Washington, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

5. Assignment

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

6. Governing Law

This Agreement shall be governed, construed, and enforced under the laws of Washington, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the courts of Benton County, WA.

7. Integration and Modification

This Agreement, including exhibits (each of which is expressly incorporated herein), embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

8. Severability

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Appropriations

Client represents and covenants that (i) it has, and will have, funds available to pay the purchase price for the Annual Software License Fees, Annual Equipment Maintenance Fees and other financial obligations under this Agreement, including all exhibits hereto, through the end of Client's current fiscal period; and (ii) that it shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the four (4) year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, and all exhibits, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.

10. Compliance

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

11. Non-Discrimination

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975 and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam- era veteran status, age, political belief or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Runbeck agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of Runbeck.

12. Independent Relationship

Nothing in this Agreement is intended to, nor shall be deemed to create a partnership, association or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

13. Waiver

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision or condition.

14. Confidential Information

All information owned, possessed or used by Client which is communicated to, learned, developed or otherwise acquired by Runbeck or its employees, agents or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.

15. Risk of Loss

Runbeck agrees to bear all risk of loss, injury, or destruction of goods and materials, including Equipment, ordered as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such goods and materials, Client agrees to bear all risk of loss, injury, or destruction of such goods and materials. Runbeck's invoices will conform to the reasonable requirements of the Client.

16. Force Majeure

In no event shall Runbeck be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, disease, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Runbeck shall use reasonable efforts which are consistent with accepted industry practices to resume performance as soon as practicable under the circumstances.

17. Warranty

Runbeck warrants and represents that services provided pursuant to this Agreement, and attached exhibits, shall be timely performed in a professional manner in accordance with applicable industry standards; and that Runbeck has the requisite ownership, authority and license rights to furnish Software provided to Client in connection with this Agreement.

EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, RUNBECK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE CONCERNING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Limitation of Runbeck Liability

Runbeck shall not be responsible for the Equipment's or the Software's operation or failure to operate, to the extent such operation or failure results from, arises out of, or is related to Client's improper or negligent use or operation of the Equipment or the Software. IN NO EVENT SHALL RUNBECK BE LIABLE TO CLIENT OR TO ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

19. Indemnification

Runbeck agrees to indemnify and hold harmless Client from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, caused by the sole negligence or intentional misconduct of Runbeck with respect to its obligations under this Agreement.

Runbeck further agrees to defend, indemnify and hold harmless Client from and against any claim, suit, demand, or action alleging the Equipment, or any component thereof, infringes any copyright, trade secret, U.S. patent or any other proprietary right of any third party, and Runbeck shall indemnify Client against any judgment, award or amount paid in settlement to which Runbeck has agreed. Client shall provide Runbeck prompt written notice of such claim, suit, demand, or action and shall cooperate with Runbeck in the defense and settlement thereof. Runbeck shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

If a temporary or a final injunction is obtained against Client's use of Equipment by reason of an infringement of a copyright, trade secret, or other proprietary right, Runbeck will, at its option and expense, either:

1. Procure for Client the right to continue using the Equipment; or
2. Replace or modify Equipment, or such infringing portion thereof, so that it no longer infringes such copyright, trade secret, or other proprietary right.

20. No Third-Party Beneficiary

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

21. Notices

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to: Benton County, WA
620 Market Street 1st Floor, Auditor's Office
Prosser, WA 99350
Attention: Brenda Chilton, Auditor

To Runbeck: Runbeck Election Services, Inc.
2800 S. 36th Street
Phoenix, Arizona 85034
Attention: Rizwan Fidai
Vice President of Sales

With a copy to: Steven H. Williams, Esq.
2323 North Central Avenue, Unit 1905
Phoenix, Arizona 85004

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

22. Runbeck's Confidential Information

Runbeck represents that the Software and related documentation provided under this Agreement, including, but not limited to, the Source Code, the software design, structure and organization, the user interface and the engineering know-how implemented in the software (collectively "Runbeck Confidential Information") constitute the valuable properties and trade secrets of Runbeck, embodying substantial creative efforts which are secret, confidential, and not generally known by the public. Client agrees to hold Runbeck's Confidential Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any unauthorized person or entity to obtain access to it to the extent permitted under applicable law. Within this context, Client agrees not to disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available Runbeck Confidential Information or any part thereof to any other party in any form of media for any purpose other than performing its obligations under this Agreement. Client further agrees not to disclose or distribute to any other party, in whole or in part, Runbeck Confidential Information without written consent from Runbeck. Vendors and other third parties will report to Runbeck actual or suspected unauthorized disclosures of personal information.

23. No Construction Against Drafting Party

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

24. Successors and Assigns

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

25. Time is of the Essence

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence, it being understood by the Parties that the Equipment and its components, and Runbeck's services related thereto, are essential to the Client's ability to conduct statewide and local elections.

26. Attorneys' Fees

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action.

27. Term and Renewal

The four (4) year term of the Software License and the Equipment Maintenance and Support Services provisions shall commence on July 1, 2022. Contract renewal, irrespective of the length of the renewal term, may require a new and updated service agreement.

28. Breach

Subject to the terms of Section 27, in the event Client commits a material breach of its obligations under this Agreement and any exhibits hereto, including a failure to timely pay any license or maintenance fees, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate this Agreement effective upon delivery of written notice to Client. In any such event, Client shall thereupon return to Runbeck all Software and other Runbeck property in its possession.

29. Benton County Background Check

Runbeck, its employees, subcontractors' employees who will be working onsite are required to complete in full the Benton County Background Check, which can be found at <https://bentoncountywa.jotform.com/211997385382974>. Successful completion of the background check, as determined by Client, is required prior to the first day of service. The Client reserves the right to interview Runbeck employees, or subcontractor employees as part of the security background process. Runbeck agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the Client said employees fail the Security Background Check. In addition, Runbeck agrees to provide the Client notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime.

30. Insurance

Runbeck shall obtain and maintain continuously the following insurance:

- a. Workers Compensation: Runbeck 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 Runbeck 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. Runbeck 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, Runbeck waives all rights of subrogation against the Client for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

b. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, Runbeck shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect Runbeck from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by Runbeck or by anyone directly employed by or contracting with Runbeck. 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 Client and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that Runbeck's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the Client.

Runbeck must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 19. Runbeck 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.

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

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

\$1,000,000 Each Employee for Disease

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

d. Cyber Liability: Runbeck shall maintain cyber liability insurance for not less than one million dollars (\$1,000,000) per occurrence and an annual aggregate of two million dollars (\$2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Client and for claims involving any professional services for which Runbeck is engaged with Client for such length of time as necessary to cover any and all claims.

e. Other Insurance Provisions:

1. Runbeck's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Client or its elected and appointed officers, officials, employees, or agents. Runbeck'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 Client shall be excess and not contributory to Runbeck's insurance policies.
2. Runbeck's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Client as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Client or its officers, officials, employees, or agents.
4. Runbeck'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. Except for Cyber Liability, Runbeck 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 Runbeck maintains higher limits than the minimums required in this Contract, the Client shall be entitled to coverage for the higher limits maintained by Runbeck.

7. Runbeck shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Runbeck 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 Runbeck to enter into a pre-loss agreement to waive subrogation without an endorsement, then Runbeck 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 Runbeck enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Runbeck under this Contract are expressly conditioned upon Runbeck's strict compliance with all insurance requirements. Payment to Runbeck may be suspended in the event of non-compliance. Upon receipt of evidence of Runbeck's compliance, such payments not otherwise subject to withholding or set-off will be released to Runbeck.

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 Runbeck, other than Auto Liability, Workers Compensation, and Cyber Liability, shall specifically include the Client and its elected officials, employees, and volunteers as "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the Client by Runbeck. Any insurance or self-insurance maintained by the Client and its elected or appointed officials, employees and agents shall be excess of Runbeck's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the Client's Contract Representative referenced in Section 4.
3. All written notices under this Section 30 and notice of cancellation or change of required insurance coverages shall be mailed to the Client's Contract Representative referenced in Section 21.
4. Runbeck or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County

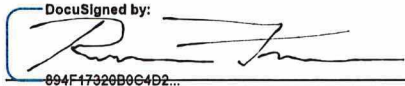
Risk Manager to the following address: Benton County Risk Manager,
7122 W. Okanogan Pl., Suite E310, Kennewick, WA 99336.

~ This section was intentionally left blank ~

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, Inc.

Benton County, WA

By: 

Shon Small, Chairman

Title: Vice President of Sales

Benton County Commissioner

Date: 5/11/2022

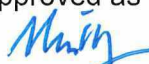
Approved as to Form:

Reid Hay, Deputy PA

EXHIBIT A **MAINTENANCE SERVICE**

Software Maintenance

- 7X24 technical software support hotline during declared election cycles
- Installation of all software updates
- Testing and validation of all software updates
- License and Support Fee

Hardware Maintenance

- 7X24 technical support hotline during declared election cycles
- License and Support Fee
- Client also agrees to allow Runbeck employees access to the equipment, when requested, during normal working hours

Repair Services

During the term of the Agreement, as set forth in Section 27 thereof, should any component of the Equipment, to include hardware and software items listed in Exhibit D, become damaged and require repair as a result of Client's actions, Client agrees to pay Runbeck a Repair Fee of \$150.00 per hour.

Election Data

At the conclusion of the election, Runbeck will provide phone assistance with the export of all election data from the Equipment. This data will be retained by the Client. Media (DVDs, jump drives, etc.) for this data will be provided by the Client. Client is responsible for the retention of this media and data.

Training

Additional training requires an on-site support fee, indicated below.

Materials Management

- Client is responsible for any pre-election inventory of Equipment consumables.
- Client is responsible for purchasing consumables, the shipping and taxes associated with such consumables.
- Client is responsible for providing storage area that provides adequate space and maintains proper environmental conditions for stocking of supplies. Client must provide Runbeck notice of election at least 75 days in advance of 1st day that services will be required. Client is responsible for installation of consumables while operating the Equipment during an election cycle.

ON-SITE SUPPORT FEES

Optional dedicated on-site support and/or training (does not include election set-up or routine maintenance) will be billed at a rate of \$1,750.00 for the first day (an eight-hour workday) and \$1,500 for each additional eight-hour workday. The amount billed shall be due and payable within thirty (30) days of the invoice date. This service is subject to availability.

OTHER

Taxes

If taxes apply, they will be the sole responsibility of the Client.

Shipping Fees

Shipping fees will apply as consumables may be purchased and need to be shipped to the jurisdiction. Shipping fees are the sole responsibility of the Client.

End of Contract Options – Subject to Section 27 of the Agreement, Client May:

- Renew with existing system, for which new Usage, License, Maintenance and Service agreements shall apply.
- Renew with upgrade to existing system, for which new Usage, License, Maintenance and Service agreements shall apply.

EXHIBIT B

SOFTWARE LICENSE

Grant and Scope of License

- A. Grant of License. Subject to Client's discharge of its material duties under the Agreement, to include the timely payment of any fees due hereunder, Runbeck hereby grants to Client an irrevocable, non-exclusive right and license to install, display and use the Software. For the avoidance of doubt, the license granted under this clause shall become revocable in the event that Client materially breaches the Agreement and Client fails to cure within the proscribed cure period.
- B. Title. Runbeck shall at all times retain title to the Software provided by it hereunder and Runbeck does not convey any proprietary interest therein to Client.
- C. Updates. For payment of the required fees by the Client as set forth herein and, in the Agreement, Runbeck shall provide to Client updates of any Software licensed hereunder at no additional charge and continue to maintain the Software in accordance with the requirements of the attached Agreement as long as Client continues to pay annual license and support services fees with respect to such Software.
- D. Breach. In the event Client commits a material breach of its obligations under the Agreement, to expressly include failure to timely pay any fees due hereunder, and Client fails to cure the breach within sixty (60) days after receiving notice thereof, Runbeck may terminate the Agreement, and the license hereunder, immediately upon delivery of written notice to Client.

Annual Software License and Support Fee

- A. Fees. Runbeck will invoice Client for the annual Software License and Support Fee ("Fee"), as set forth in Exhibit D to the Agreement. All payments of this Fee shall be made annually on each successive anniversary term of the Agreement, for as long as Client continues to use referenced Software. The license for the Software entitles Client to the Warranties in Section 4 below but does not otherwise entitle Client to receive maintenance and support or updates to the Software. The Fee is subject to an annual adjustment not to exceed five percent (5%).
- B. Invoices. Runbeck's invoices will conform to the format requirements of the Client. Client will pay Runbeck's valid invoices within thirty (30) days after receipt.

Maintenance of Software; Term and Termination

- A. Maintenance Services. During the term of the Agreement and subject to payment of any required fees by the Client, Runbeck agrees to provide

maintenance and support services for the Software ("Maintenance Services").

- B. Software Updates. Runbeck shall provide updates to the Software as they become available. Installation of Software updates will include testing and validation of the updated Software. Runbeck will provide the Client with a toll-free support hotline number that may be used to obtain assistance with the Software during the term of the Agreement, subject to payment of any required fees.
- C. Term and Termination. The Agreement shall be effective as of the date of execution by the Parties, and shall expire upon termination of the Agreement, unless mutually terminated earlier. Runbeck has the right to terminate the Agreement in accordance with Section 9, ("Appropriations") of the Agreement.

Warranties

- A. In addition to any warranties which may be contained in the Agreement, Runbeck provides the following warranties:
 - i. Non-Infringement. Runbeck warrants that Runbeck owns the Software, including all associated rights, and has the right to grant Client the licenses provided pursuant to this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Runbeck warrants that the Software does not and use of the Software will not; infringe any valid patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.
 - ii. Correction of Defects. In the event of discovery of any material defect in the Software, Client agrees to provide Runbeck with sufficient detail to allow Runbeck to verify and reproduce the error, and Runbeck shall use reasonable diligence to correct such defect. Runbeck shall use its reasonable efforts to promptly respond and thereafter to diagnose and correct the material defect. Runbeck is not responsible for any error in the Software that has been modified by Client without Runbeck's prior written consent. Client's sole remedy in the event of a breach of this warranty is to require that Runbeck correct any material defects.
 - iii. Performance of Services. Runbeck represents and warrants that all services provided by Runbeck to Client will be performed in a timely, competent and workmanlike manner. Runbeck further represents and warrants that it has a sufficient number of competent, qualified employees to provide the Services to support the Software.
 - iv. Runbeck Disclaimer of All Other Warranties. Except as otherwise expressly stated in the Agreement, Runbeck makes no representations or warranties concerning the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RUNBECK HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C

EQUIPMENT MAINTENANCE AND SUPPORT SERVICES

Upon payment of the required fees by Client, Runbeck shall provide Equipment maintenance and support services as set forth in this Exhibit "C".

Annual Equipment Maintenance Fee

Runbeck will invoice Client for the Annual Equipment Maintenance Fee, as set forth in Exhibit D to the Agreement. The Fee is subject to an annual adjustment not to exceed five percent (5%). All payments of this Fee shall be made on each successive anniversary term of this Agreement.

Equipment Maintenance Services

For payment of the Fee, Runbeck shall perform preventative maintenance on Equipment once each year. The maintenance will be performed on a date and time that is mutually acceptable to the Parties. The maintenance performed shall be Pre- election or Post-election Maintenance as described below:

- A. Pre-election Preventative Maintenance
 - i. Cleaning and inspection of the Equipment
 - ii. Replacement of any worn parts that need to be replaced*
 - iii. Correct any hardware or software issues
 - iv. Post maintenance testing
- B. Post-election Preventative Maintenance.
 - i. Cleaning and inspection of the Equipment
 - ii. Replacement of any worn parts that need to be replaced*
 - iii. Assisting the Client with the extracting of election data and archiving such data. Archive media will be provided by the Client
 - iv. All systems will be properly shut down and power will be removed

* The Client is solely responsible for paying the cost (including the shipping costs and any applicable taxes) of any replacement parts and consumables that are needed for the Equipment.

Consumables

The Client acknowledges that the Equipment includes consumable items that require replacement. The consumables include, but are not limited to, such things as belts, rollers and tray tags. Client shall be solely responsible for the cost (including the shipping costs and any applicable taxes) to purchase all consumables that are needed for the Equipment. The Client is responsible for installation of the consumables.

Additional Remote Support

Runbeck will provide the Client with a toll-free telephone number that it may use for assistance in addressing any Equipment issues that may arise or for general questions related to the use of the Equipment.

EXHIBIT D
EQUIPMENT LIST AND PRICES

Agilis Sorting System includes:

- Agilis Sorting System
- 2 Stackers, 8 pockets
- 2 Label printers
- Automatic Opener
- Auto Thickness Detect
- Agilis Sorting Software

INVOICE SCHEDULE

Invoice to: Benton County, WA
620 Market Street 1st Floor, Auditor's
Prosser, WA 99350
Attention: Brenda Chilton Auditor

Contract Period 2022 – 2026 Contract
Billing: Annually on July 1st

FOR INVOICING PURPOSES:

License Fees, Maintenance and Support Type of Service	Year 1 (2022-2023)	Year 2 (2023-2024)	Year 3 (2024-2025)	Year 4 (2025-2026)
License and Support Fee*	\$30,000	\$30,000	\$30,000	\$30,000
Total	\$30,000	\$30,000	\$30,000	\$30,000

NOTES

Any applicable taxes are the sole responsibility of the Client

* Subject to an annual fee adjustment not to exceed five percent (5%), per Exhibit B.

* Subject to an annual adjustment not to exceed five percent (5%), per Exhibit C.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Authorizing the Purchase of (15) MorphoIDent Devices for the Benton County Sheriff's Office	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Ryan Lukson; BCSO; Purchasing Dept.	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2021-622 the Board approved the Memorandum of Agreement (MOA) between King County and Benton County Sheriff's Office (BCSO) for the purpose of a 90 day free trial of King County's Automated Fingerprint Identification System (AFIS) system.

After completing the trial period, BCSO believes this system is a great tool for law enforcement to utilize out in the field to perform a quick two-fingerprint mobile ID and wishes to move forward with this system and the purchase of the equipment.

IDEMIA provided BCSO with a price quote for their mobile technology product, MorphoIDent, for the purchase of fifteen (15) devices for an overall cost of \$19,875.00 excluding WSST, with an option for continued annual Advanced Maintenance for \$175/per device, totaling \$2,625/annually. Additional information about the equipment is further outlined in the attached Resolution and proposal.

IDEMA is requesting the County sign the attached terms and conditions first and will provide us a fully executed copy for our records.

Fiscal Impact

Cost: Not to exceed \$19,875.00 excluding WSST.

Optional: Annual Advanced Maintenance - \$175/ea. device = \$2,625 plus WSST (pd from BCSO budget if continued).

Fund: This equipment was previously approved utilizing PST Funds.

Recommendation

Move to approve the attached Resolution authorizing the purchase of fifteen (15) MorphoIDent devices from IDEMIA, as a sole source vendor, and authorize the Benton County Sheriff's signature on the attached proposal and short form sales agreement between IDEMIA and Benton County Sheriff's Office.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF FIFTEEN (15) MORPHOLDENT DEVICES FOR THE BENTON COUNTY SHERIFF'S OFFICE FROM IDEMIA AS A SOLE SOURCE VENDOR AND AUTHORIZING THE BENTON COUNTY SHERIFF'S SIGNATURE ON THE PROPOSAL AND SHORT FORM SALES AGREEMENT

WHEREAS, per Resolution 2021-622 dated August 17, 2021, the Board of Benton County Commissioners approved the Memorandum of Agreement (MOA) between King County Regional Automated Fingerprint Identification System (KCRA), a regional program of King County and under the administration of the King County Sheriff's Office and the Benton County Sheriff's Office (BCSO); and

WHEREAS, the above mentioned MOA was for the purpose of a 90 day free trial to see if the KCRA was a system that BCSO was interested in moving forward with purchasing; and

WHEREAS, after completing the trial period, BCSO believes this system is a great tool for law enforcement to utilize out in the field to perform a quick two-fingerprint mobile ID and wishes to move forward with this system and the purchase of the equipment; and

WHEREAS, IDEMIA provided BCSO with a price quote for their mobile technology product, MorphoIDent, for the purchase of fifteen (15) devices for an overall cost of \$19,875.00 excluding WSST, with an option to annually extend the Advanced Maintenance for \$175/ per device; and

WHEREAS, MorphoIDent is IDEMIA's cutting-edge mobile identification technology that is a handheld mobile identification device for law enforcement that captures an individual's fingerprints and submits a data packet to the MobiLE Connexion Software on the BCSO's workstation via Bluetooth/USB connection; and

WHEREAS, the MobiLE Connexion Software generates a King County Regional AFIS (KCRA) compliant ANSI/NIST file and submits the search request to the KCRA AFIS system for identification, then results are returned to the MobiLE Connexion application screen and to the MorphoIDent for notification and positive identification, if available; and

WHEREAS, IDEMIA is a sole source manufacturer and distributor of the MorphoIDent and is the device that King County recommends and utilizes for their KCRA AFIS system; and

WHEREAS, the Benton County Sheriff has reviewed the proposal and the terms and conditions of the equipment and recommends the Board of Commissioners approve the purchase of said equipment; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby approves the purchase of fifteen (15) MorphoIDent devices and associated accessories and one (1) year advantage maintenance from IDEMIA, Anaheim, CA, as a sole source manufacturer and distributor, for an amount not to exceed \$19,875.00 excluding WSST, with the option to continue the annual Advanced Maintenance; and

BE IT FURTHER RESOLVED, said equipment will be purchased with approved PST funds for an amount not to exceed \$19,875.00 excluding WSST, with an option to annually extend the Advanced Maintenance for \$175/per device, which will be paid from the BCSO approved budget; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff's signature on the attached proposal and short form sales agreement between IDEMIA and Benton County Sheriff's Office.

Dated this _____ day of _____, 2022

Chairman of the Board

Pro-Tem

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

May 9, 2022

Katie Gillies, CFO

Benton County Sheriff's Office
7122 W. Okanogan Place, #A120
Kennewick, WA 99336
Tel: 509-735-6555, Ext. 3273
Email: Katie.Gillies@co.benton.wa.us

Reference No. IDWA-M022422-03B

IDEMIA is pleased to provide Benton County Sheriff's Office with the following price quote for IDEMIA's cutting-edge mobile technology product, MorphoIDent™.

MorphoIDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The MorphoIDent Device ("MorphoIDent") provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorphoIDent captures an individual's fingerprints and submits a data packet to the Mobile Connexion Software on the Benton County Sheriff's Office workstation via the Bluetooth/USB connection.

The Mobile Connexion Software generates a *King County Regional AFIS* (KCRA)-compliant ANSI/NIST file and submits the search request to the KCRA AFIS system for identification. Results are returned to the Mobile Connexion application screen and to the MorphoIDent for notification and positive identification, if available.



MorphoDent

Detailed Product Description

MorphoDent is IDEMIA's line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on IDEMIA's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoDent has been designed by people who know what it is like to work in the field.

Modern design - MorphoDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

Optimal ease of use in the field - MorphoDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoDent is so compact it fits in a shirt pocket.

Extreme accuracy - Field-proven IDEMIA biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

Fully certified – PIV, FBI, EC, and FCC certified – ready to use.

Pictograms and positive feedback - MorphoDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

Features

The new MorphoDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoDent device are transferred via Bluetooth™ or USB to a PC workstation running the MobiLE Connexion application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



MorphoDent and MobiLE Connexion Features

MorphoDent Features

- ◆ Handheld device
- ◆ Multiple finger acquisition
- ◆ Multiple case acquisition (up to 15 cases)
- ◆ Data transfer to host (MobiLE Connexion) via Bluetooth/USB
- ◆ Acquisition and results interface
- ◆ IDEMIA optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ◆ Cradle design around the FBI certified optical sensor
- ◆ Integrated Design with Fingerprint Sensor
- ◆ Sleek design, glossy finish
- ◆ Compact (fits in a pocket)
- ◆ Large 2.4" VGA color screen
- ◆ Clearly visible outdoors
- ◆ User friendly
- ◆ Multi-case management
- ◆ Vibration alert (capture and identification result)
- ◆ Intuitive end-user actions
- ◆ Pictograms
- ◆ 6 function keys
- ◆ Data transfer to host via: Bluetooth 2.0 | USB 2.0
- ◆ Use of existing infrastructure for AFIS interface
- ◆ No additional wireless recurring cost for the customer
- ◆ MorphoDent eliminates the need to add a separate wireless account for each mobile device
- ◆ LiveFeed of fingerprint
- ◆ Mugshot and name returned in search results, if available

MobiLE Connexion Host Application Features

- ◆ MorphoDent configuration and management
- ◆ Standard NIST file generation and management
- ◆ Remote identification on central AFIS database
- ◆ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ◆ Match candidate portrait and demographic information display
- ◆ Receive fingerprints from terminal (MorphoDent)
- ◆ Create search requests with fingerprints to AFIS



Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

MorphoIDent

Table 1. Pricing

	Description	Qty	Unit Price	Extended Price
MI01-000005-02	MorphoIDent Solution including: <ul style="list-style-type: none"> ◆ MorphoIDent Device ◆ MobiLE Connexion Windows Software ◆ USB 2.0 Data Cable ◆ MorphoIDent Quick Start Guide ◆ Warranty: 1 Year Advantage warranty ◆ Freight 	15	\$1,150	\$17,250

Options and Pricing

IDEMIA equipment options and pricing are described in Table 2. Table 2. Options Pricing

	Description	Price per Unit
SMID-ENTMDO-M	Maintenance: 1 Year <i>Advantage</i> Maintenance	\$175
MI00-0EBW0B-C	Black Polymer Device Sleeve*	\$45*
SMID-ENTBT0-0	Bluetooth 2.1 USB Micro Adapter	\$25

Current shipping is 30+ days after receipt of order, or as otherwise scheduled.

****Purchase a MorphoIDent Device by 07/31/2022 and receive a Device Sleeve at no additional cost!***

IDEMIA will include documentation and /or support to facilitate installation by Benton County Sheriff's Office of the MobiLE Connexion Software on the Benton County Sheriff's Office-furnished workstation.

Customer Responsibilities

Benton County Sheriff's Office is responsible for the following:

- ◆ End-user training
- ◆ Ensuring the required inter-agency agreements are in place between itself and KCRA, local, state and government AFIS
- ◆ Ensuring Benton County Sheriff's Office-furnished workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ◆ Ensuring Benton County Sheriff's Office-furnished workstations are able to connect to the Washington State network
- ◆ Ensuring that the Wireless Wide Area Network (WWAN) will support either HTTP/HTTPS or SMTP/S-MIME data protocols to exchange data between MobiLE Connexion and the KCRA AFIS
- ◆ Executing a Memo of Understanding (MOU) with KCRA for access to the KCRA AFIS and FBI RISC for the purpose of mobile search requests
- ◆ Installing MobiLE Connexion Application on each Benton County Sheriff's Office-furnished workstation
- ◆ Pairing each MorphoIDent with each Benton County Sheriff's Office-furnished workstation via Bluetooth or USB
- ◆ Provide the necessary network connectivity between the Benton County Sheriff's Office LAN and incoming WAN transactions including requisite backend connectivity
- ◆ Testing the MorphoIDent and MobiLE Connexion Software as per the Quick Start Guide
- ◆ Battery replacement is handled as a consumable and outside the scope of warranty and annual maintenance coverage

System Requirements – IDEMIA confirms the following system requirements: Table 3.

Minimum System Requirement	
MobiLE Connexion on a workstation	<ul style="list-style-type: none"> ◆ Windows 10 operating systems, with all security patches installed. ◆ Support for Bluetooth 2.0 or later.

IDEMIA will provide documentation and /or support to facilitate installation by the Benton County Sheriff's Office of the MobiLE Connexion Application on the Benton County Sheriff's Office-furnished workstation.

Advantage Solution Support

Table 4.

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	Included in Warranty	Available for purchase
Telephone Technical Support for Parts Replacement	Included in Warranty	Available for purchase

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Benton County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Proposal Expiration: July 31, 2022

Purchase orders should be sent to IDEMIA by electronic mail or U.S. mail. Please direct all questions and order inquiries and correspondence, including Purchase Order, to:

Terry Spalding
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: terry.spalding@us.idemia.com | Mobile: 714-322-4425

We look forward to working with you.


Sincerely,



Casey Mayfield
Vice President Justice and Public Safety
IDEMIA Identity & Security USA LLC

By signing this signature block below, Benton County Sheriff's Office agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature 
Name Tom Croskrey, Benton County Sheriff
Date 5/10/2022

Total Purchase Price (including any Options): \$ 19,875.00 excluding WSST

PLEASE ENTER ORDER AMOUNT IN THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Benton County Sheriff's Office
7122 W Okanogan Pl., Suite A120
Kennewick, WA 99336
Billing Contact name: Madison Murphy
Telephone number: (509) 735-6555 x3315
Email: shadminsupport@co.benton.wa.us

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name: Katie Gillies, CFO
Telephone number: (509) 735-6555 x3273
Email: Katie.Gillies@co.benton.wa.us

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and Benton County, by and for Benton County Sheriff's Office, ("Customer"), having a place of business at 7122 W Okanogan Pl., Suite A120, Kennewick, WA 99336, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated May 9, 2022. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$19,875, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information

marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; unless required by law to do so; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights., Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed: _____

Name: _____

Title: _____

Date: _____

NAME ("CUSTOMER")

Signed:  _____

Name: Tom Croskey

Title: Benton County Sheriff

Date: 5/10/2022

Approved as to Form:

 _____

Ryan Lukson, Civil DPA

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or

otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Authorize the rental of a Vactor Truck from One.7, Inc.	
Presenter:		
Prepared By:	D. Hope	
Reviewed By:	D. D'Hondt	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Resolution 2021-233 (Procurement Policy) requires solicitation of three quotes from the Vendor List for purchases or leases between \$10,000 and \$50,000. The Road Maintenance Manager has determined a need to rent a vactor truck for four months for use by the Road Department crew for road culvert maintenance activities. A solicitation was prepared and was sent to vendors on the MRSC Roster – Equipment Rental list. Three quotes were received from vendors and are compiled on the attached bid tabs.

The lowest responsible vendor was AAA Equipment Company, LLC. A resolution was signed approving the rental from AAA Equipment on March 22, 2022. On March 29, we got notice that AAA Equipment was shutting down a portion of their business and discontinuing the sales and rental of vactor trucks. They will not be honoring any future rental arrangements.

The second lowest bidder was One.7, Inc. A rental agreement has been received and approved as to form by our Deputy Prosecuting Attorney.

Fiscal Impact

Amount: \$42,800.00 plus WSST

Fund: Road Fund (0101101)

Recommendation

Approve the attached Rental Agreement for the rental of a vactor truck for use by the Benton County Public Works Department from One.7, Inc., Ravensdale, WA in an amount not to exceed \$42,800.00 plus WSST and authorize the County Engineer, or his designee, to sign the delivery documents at the time the machine is delivered.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE RENTAL OF A VACTOR TRUCK FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM ONE.7, INC, RAVENSDALE, WASHINGTON; RESCINDING RESOLUTION 2022-218

WHEREAS, per resolution 2021-233, per Section 2.2.3 (Purchases or Leases between \$10,000 and \$50,000), County departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase or lease is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, per resolution 2022-218 the board awarded the rental contract to AAA Equipment, who was the lowest bidder, however we were notified that they no longer offer rental of equipment;

WHEREAS, multiple companies were solicited to provide quotes for the rental of a vactor truck by the Benton County Public Works Department; and

WHEREAS, three quotes were received and reviewed by the Road Maintenance Manager who recommends signing the rental agreement with the next lowest bidder One.7, Inc.; **NOW, THEREFORE**,

BE IT RESOLVED, the board hereby rescinds resolution 2022-218; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby approves of and authorizes the Chairman to sign the Rental Agreement and Hold Harmless & Release of Liability form for the rental of a vactor truck for use by the Benton County Public Works Department from One.7, Inc., Ravensdale, WA in an amount not to exceed \$42,800.00 plus WSST and any other taxes and fees incurred with the rental; and

BE IT FURTHER RESOLVED, the Board authorizes the County Engineer, or his designee, to sign the delivery documents at the time the machine is delivered.

Dated this 24th day of May 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY VACTOR TRUCK RENTAL

Quotes due: February 23, 2022, 11:00 a.m.

Item	AAA EQUIPMENT CO. LLC				ONE.7, INC.			
	Weekly	Monthly	Other Charges	Total Bid 4 Months	Weekly	Monthly	Other Charges	Total Bid 4 Months
Vactor Truck as described in specs	\$ 3,500.00	\$ 10,500.00		\$ 42,000.00	\$ 2,870.00	\$ 10,700.00		\$ 42,800.00
Delivery charge to Kennewick			\$ -	\$ -			\$ 1,000.00	\$ 1,000.00
Pick-up charge from Kennewick			\$ -	\$ -			\$ 1,000.00	\$ 1,000.00
Environmental Fee			\$ -	\$ -			\$ -	\$ -
Any other fees								
Vehicle Permits			\$ -	\$ -			\$ -	\$ -
Damage Deposit			\$ -	\$ -			\$ -	\$ -
Additional Miles Fees			\$ -	\$ -			\$ -	\$ -
Total			\$ -	\$ 42,000.00			\$ 2,000.00	\$ 44,800.00

Item	OWEN EQUIPMENT			
	Weekly	Monthly	Other Charges	Total Bid 4 Months
Vactor Truck as described in specs	\$ 4,400.00	\$ 12,950.00		\$ 51,800.00
Delivery charge to Kennewick			\$ 500.00	\$ 500.00
Pick-up charge from Kennewick			\$ 500.00	\$ 500.00
Environmental Fee		\$ 15.95		\$ 63.80
Any other fees				
Vehicle Permits			\$ -	\$ -
Damage Deposit			\$ -	\$ -
Additional Miles Fees			\$0.9/MI over 1250	\$0.9/MI over 1250
Total			\$ 1,000.00	\$ 52,863.80

**QUOTE
FOR VACTOR TRUCK RENTAL**

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PRICE</u>
1	Vactor Truck as described in specifications	\$ <u>10,700.00</u> /Month
2	Vactor Truck as described in specifications	\$ <u>2,870.00</u> /Week
3	Delivery charge to Kennewick	\$ <u>1,000.00</u>
4	Pick-up charge from Kennewick	\$ <u>1,000.00</u>
5	Environmental Fee	\$ <u>NO charge</u>
6	Additional Mileage Fee	\$ <u>NO charge</u> /Mile
		Over <u> </u> miles
7	Any other fees <u>N/A</u>	\$ _____
		\$ _____

DATED this 18th day of February, 2022.

FIRM NAME: One.7, Inc

ADDRESS: 27034 SE Kent-Kangley Rd PO Box 474
Ravensdale WA 98051

EMAIL ADDRESS: Sales@1point7.com

TELEPHONE: (425) 413-1211

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 602 472 325

BY: 
Authorized Signature

Tina M. Donough, President
Print Name and Title

**OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON**

REQUEST FOR QUOTES

QUOTES FOR: VACTOR TRUCK RENTAL

QUOTES DUE: The quote shall be emailed in pdf format to publicworks@co.benton.wa.us and must be received prior to **11:00 AM on Wednesday, February 23, 2022**. No Quotes Will Be Accepted After That Date and Time.

Benton County is looking to rent a vactor truck for approximately 4 months beginning approximately June 1, 2022. Provide a monthly rental price and a weekly rental price on the Quote form. Provide a price for delivery and pick-up to the Benton County Road Maintenance Facility at 102808 Wiser Parkway, Kennewick, WA 99338. Include any environmental fees, additional mileage fees, or any other fees applicable in the space provided. Damage deposits will not be paid. The County has the necessary liability insurance to cover any damages.

Washington State Sales Tax (WSST) will not be considered a part of the unit price. State sales tax at 8% will be added as a separate item on the invoice.

VACTOR RENTAL REQUIREMENTS AND SPECIFICATIONS:

Must have the ability to clean storm water culverts up to a 36" in diameter and up to 80' in length with high pressure water delivery or created negative air pressure to remove sediment, liquids, earth debris and sludge.

DEBRIS BODY:

Rated capacity - 12 Cubic Yards

WATER TANK:

Baffled

Vented

Minimum of 1000 gallon

VACUUM SYSTEM:

Positive Displacement Blower option:

Minimum 3600 CFM and 15 in. Hg.

Centrifugal Compressor Option:

Single Fan System or greater

BOOM/HOSE:

Boom must be front mounted

All swing and lift operations shall be hydraulically driven

Emergency shutdown button

8 ft. extendable or telescoping

WATER PUMP:

Must be controllable from the operator's station

No less than 60 GPM @ 2000 PSI



RENTAL AGREEMENT

P.O. Box 474, Ravensdale, WA 98051 Phone (425) 413-1211 Fax (425) 413-1181

Rental Date June 1, 2022

Bill To: Benton County

One.7, Inc. agrees to rent to the above named Customer the described equipment for the rental and pursuant to the terms and provisions set forth herein. One.7, Inc., reserves the right to substitute similar equipment at any time during the rental period. One.7 Inc., is responsible for any travel costs associated with the substituting of equipment and will make every effort to do so according to the Customer's schedule. BY TAKING DELIVERY OF THE EQUIPMENT THE CUSTOMER AGREES TO PAY THE RENTAL AT THE RATES SPECIFIED, OR THE MINIMUM CHARGE, IF THAT IS GREATER, AND AGREES TO THOSE TERMS, CONDITIONS AND AGREEMENTS SET FORTH ON THIS PAGE.

PAYMENT - \$10,700.00 + WA sales tax per month

CUSTOMER IS RESPONSIBLE FOR ALL MAINTENANCE, SERVICE & REPAIRS

Customer, is responsible for all Maintenance, Service and Repairs needed on this unit while under the Rental Agreement. Customer understands they are responsible for repairing any damages to unit, either from negligence or daily usage. Customer understands they must immediately notify One.7, Inc., of any damages, which have occurred, and will be responsible for all costs associated with repairing the unit should it be necessary. Customer is responsible for performing daily, weekly and monthly servicing on unit as indicated by manufacturer. Customer may be asked to provide monthly proof of all service and maintenance done to this unit while on lease.

May 24, 2022

(Customer acknowledges acceptance of Maintenance, Service & Repair Policy)

(Date)

Year and Make of Rental Equipment: Vactor Truck #: TBD

"Customer will do Environmental clean-up/process at time of rental unit return. Customer may be charged the cost to clean the unit if not done upon return"

TERMS OF LEASE: The term of this lease shall begin upon physical pick-up of equipment and end upon Lessor's retaking possession and control of the equipment. Rental begins: June 1, 2022 and ends: September 31, 2022

MONTHLY RENTAL RATE: Weekly rate per is based on one 8-hour shift per 5 days each week, unless otherwise specified. Additional use beyond basic shift shall be charged on a prorated basis. Rental rates shall not be subject to deductions for non-working time. The above rates do not include federal, state, and local taxes as may be applicable. The rental price is per month, and the customer agrees to pay loading and unloading costs and all transportation charges to and from the job site. Customer further agrees to pay for any repairs caused by themselves to the equipment while in their possession. 1) Customer shall purchase and maintain Commercial General Liability Insurance \$1,000,000. Per occurrence, with a general aggregate of \$2,000,000; Products - Completed Operations Aggregate- \$2,000,000. Automobile Liability \$1,000,000; Excess/Umbrella Liability - \$1,000,000 each occurrence; Workers' Compensation/Employers Liability- E.I. Each Accident - \$500,000, E.I. Disease-EA Employee- \$500,000, and E.I. Disease - Policy Limit \$500,000. The insurance shall include Hired car Physical Damage, Pollution Liability Endorsements, including clean-up costs. Equipment must be insured for any loss or damage up to the full replacement value of the Equipment at \$TBD. One.7, Inc. shall be named as an additional insured on all such insurance policies relating to loss or damage to the Equipment. Customer to sign Hold Harmless & Release of Liability. CUSTOMER IS RESPONSIBLE FOR OBTAINING THE ABOVE INSURANCE SEE ATTACHED LETTER TO SUBMIT TO YOUR COMPANY.. THIS AGREEMENT IS FOR RENTAL ONLY-CUSTOMER HAS NO OWNERSHIP INTEREST AND NO RIGHTS TO PURCHASE THIS EQUIPMENT UNLESS A SEPARATE PURCHASE OPTION AGREEMENT HAS BEEN EXECUTED. RENTAL QUOTE GOOD FOR 30 DAYS.

ACKNOWLEDGEMENT OF TERMS AND DELIVERY
Customer Signature X Print Name: Shon Small Date: 05-24-2022
One.7, Inc. Signature X Print Name: Date:

EQUIPMENT RETURNED ACKNOWLEDGEMENT
DATE OFF RENTAL: DATE RETURNED:
Customer Signature X Print Name: Date:
One.7, Inc. Signature X Print Name: Date:



PO BOX 474
Ravensdale, WA 98051
425-413-1211

Summary of General Rental Requirements

1. Customer must provide a certificate of insurance coverage showing appropriate coverage limits and One.7, Inc. as an additional named insured. Customer may not take possession until One.7, Inc. receives a valid certificate of insurance. See Customer's Insurance Requirements attached.
2. Customer may need to furnish the first payment in advance of taking possession of the equipment.
3. Customer must sign Hold Harmless & release of liability agreement.
4. Customer must have a CDL licensed, qualified, and trained operator.
5. Customer must meet IFTA Fuel and Mileage reporting requirements.
6. Customer is responsible for all manufacturer recommended maintenance while the equipment is in their possession. Customer will be charged a preventative maintenance if required maintenance is not documented as being done.
7. Customer must display Customer's DOT number on all rental vehicles.
8. Customer is responsible for all damage, abuse, tire damage and flats, fuel and general clean-up and decontamination. Lessee will be charged for any required repair and clean-up upon return. Unit will remain on rent to lessee until unit is ready to rent.
9. Customer will be billed from the time the unit leaves lessor's lot until return of unit to lessor's lot.

Customer Initials: _____ Date: May 24, 2022

This summary is not intended as a substitute for, or a supplement to, the rental agreement.



PO BOX 474
Ravensdale, WA 98051
425-413-1211

HOLD HARMLESS & RELEASE OF LIABILITY

THE FOLLOWING SIGNEE AGREES TO HOLD HARMLESS, ONE.7, INC., IT'S AGENTS, OWNERS,EMPLOYEES OR CONTRACTORS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES TO OR BY THIRD PARTIES ARISING FROM, RESULTNG FROM, OR CONNECTED WITH THE PURCHASE OR RENTAL OF ANY EQUIPMENT OR VEHICLES FROM ONE.7, INC.

CUSTOMER NAME : Benton County

SIGNATURE OF AUTHORIZED AGENT _____ :

DATED: May 24, 2022

COMPANY ADDRESS: 620 Market St.
Prosser, WA 99350

STOCK #/YEAR AND MAKE OF RENTAL EQUIPMENT:

Truck # TBD
Make & Model:
VN#



PO BOX 474
Ravensdale WA 98051
425-413-1211

IFTA MILEAGE REPORTING REQUIREMENTS
ADDENDUM

The terms and conditions of this International Fuel Tax Agreement (“IFTA”) Mileage Reporting Requirements Addendum apply to all Rentals (as defined below) entered into pursuant to the Summary of General Rental Requirements between One.7, Inc. and the party identified in the Rental Agreement as the “Customer” pursuant to the Rental Agreement, One.7, Inc. agrees to rent equipment to customer from time to time subject to and as evidenced in one or more rental agreements.

Customers shall pay all IFTA taxes and file all IFTA reports related to the use of Equipment during the Term of each rental directly to the applicable governmental authority. Customers responsibilities include, but are not limited, (a) reporting all mileage in each state in which Customer drives and operates the Equipment; (b) reporting of all fuel purchased in each state in which Customers drives and operates the Equipment; and (c) paying all taxes associated with the foregoing customer. Customer represents and warrants that it understands its IFTA obligations and its obligations under the Rental Agreement.

CUSTOMER: Benton County

SIGNATURE OF AUTHORIZED AGENT: _____

PRINTED NAME AND TITLE: Shon Small, Chairman

DATE: May 24, 2022



PO BOX 474
Ravensdale WA 98051
425-413-1211

CUSTOMER'S INSURANCE REQUIREMENTS

BY SIGNING THE LEASE AGREEMENT, YOU AGREE TO PROVIDE INSURANCE COVERAGE FROM THE TIME THE UNIT IS DELIVERED TO YOU UNTIL IT IS RETURNED TO ONE.7, INC.

UNIT TBD YEAR MAKE MODEL
STATED TRUCK VALUE AMOUNT \$ 155,000 - \$550,000 depending on actual rental

Prior to delivery of the Vehicle, your insurance company must provide One.7, Inc. with an acceptable insurance certificate. Please forward this letter to your insurance company to ensure the proper information is provided to us. The insurance certificate must contain the following;

- One.7, Inc. must be listed as "Certificate Holder".
- One.7, Inc. must be listed as Additional Insured and Loss Payee.
- The Vehicle year, make, model, and VIN# must be listed on the certificate. If providing a blanket insurance certificate, the following statement must appear on the certificate. One.7, Inc. is Additional Insured and Loss Payee in regards to any and all units rented from One.7, Inc.
- Waiver of subrogation in favor of One.7, Inc. with regards to General Liability, Auto Liability, Umbrella Liability and Worker's compensation where applicable by law.
- No cancellation or material change in the policies shall be effective except on at least (30) days prior written notice thereof to One.7, Inc.

For General Liability insurance, the customers must show evidence of the following;

- Minimum \$1,000,000. Per occurrence/ \$2,000,0000. Aggregate
- One.7, Inc. must be named as "Additional Insured."
- Pollution Liability Endorsements, including clean-up costs.

For Automobile Liability insurance, the customer must show evidence of the following;

- Minimum \$1,000,0000 Combined Single Limit.
- \$1,000,000. Hired & Non-Owned Auto Liability Coverage.
- Hired Car Physical damage coverage equal to or more than the stated amount of vehicle being rented from One.7, Inc.
- Hired card physical damage comprehensive/collusion deductibles maximum \$5,000 each.
- One.7, Inc. must be named as "Additional Insured and Loss Payee."

For Excess / Umbrella Liability, the customer must show evidence of the following;

- Minimum \$1,000,000. Each Occurrence.

For Workers' Compensation/Employer's Liability, the customer must show evidence of the following;

- E.L. Each Accident - \$500,000.
- E.L. Disease – Each Employee - \$500,000.
- E.L. Disease – Policy Limit - \$500,000.



APPROVED AS TO FORM:

The Vactor Truck Rental Agreement and Hold Harmless & Release of Liability forms between Benton County and One.7, Inc. have been reviewed and approved as to form.

A handwritten signature in black ink, appearing to read "Reid Hay", is written over a horizontal line.

Reid Hay, Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 24, 2022	
Subject:	Authorization to advertise and bid CB22-08 Furnishing Road Surfacing Materials	
Presenter:		
Prepared By:	D. Hope	
Reviewed By:	D. D'Hondt, and Purchasing Dept.	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Benton County Public Works Department uses road surfacing materials in their routine maintenance of County roads. The road surfacing contract has expired and it is necessary to execute additional contracts to purchase additional road surfacing materials so that the Public Works department can maintain the county roads. A bid packet (No. CB22-08) has been prepared by the Purchasing Department staff, reviewed and approved as to form by the Prosecuting Attorney's office, and is now ready to receive bids.

The Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required.

Fiscal Impact

Amount: Not to exceed \$200,000.00 for all contracts

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board authorize permission to proceed with the advertisement and bid process for Bid No CB22-08 Furnishing Road Surfacing Materials for the Benton County Public Works Department.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR CB22-08 FURNISHING ROAD SURFACING MATERIALS FOR THE BENTON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, the Benton County Public Works Department uses road surfacing materials in their routine maintenance of County roads; and

WHEREAS, the road surfacing contract that was previously entered into has expired and it is necessary to purchase additional road surfacing materials for the routine maintenance of county roads; and

WHEREAS, a bid packet (No. CB22-08) has been prepared by the Benton County Purchasing Department staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and is now ready to receive bids; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required; **NOW, THEREFORE**

BE IT RESOLVED, that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB22-08 Furnishing Road Surfacing Materials for the Benton County Public Works Department.

Dated this 24th day of May 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig.: Purchasing Dept.
cc: PA, Auditor, Procurement

D. Hope

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: THURSDAY, JUNE 9, 2022 AT 11:00 A.M., AT THE BENTON COUNTY PUBLIC SERVICES BUILDING, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON 99338. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, JUNE 9, 2022 AT 11:00 A.M., IN THE PUBLIC SERVICES BUILDING CONFERENCE ROOM, 102206 E. WISER PARKWAY, KENNEWICK, WASHINGTON.

INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you will provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned bids will not be considered.

The proposal shall be placed in a sealed envelope marked "BIDS – ROAD SURFACING MATERIALS" and delivered to Benton County Public Services Building at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Danica Hope at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

EXECUTION OF CONTRACT:

Successful bidder will be required to enter into a formal contract substantially similar to Exhibit A attached.

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from July 1, 2022 through June 30, 2023.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

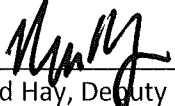
The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney
Date <u>May 6, 2022</u>

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: _____

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT</u>
1	HMA CLASS 3/8"	\$ _____/Ton
2	HMA CLASS 1/2"	\$ _____/Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	\$ _____/Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	\$ _____/Gal.
4	COLD MIX	\$ _____/Ton
5	CRUSHED SURFACING BASE COURSE	\$ _____/Ton
6	CRUSHED SURFACING TOP COURSE	\$ _____/Ton
7	CRUSHER REJECTS (FINES)	\$ _____/Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION

CONTRACTOR'S EMPLOYMENT SECURITY

NO. _____

DEPARTMENT NO. _____

FIRM NAME: _____

SIGNATURE OF AUTHORIZED OFFICIAL

PRINT NAME AND TITLE

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (____)_____ EMAIL: _____

PROPOSAL MUST BE SIGNED

EXHIBIT A

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

July 1, 2022 to June 30, 2023

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and _____, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor'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 Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins July 1, 2022 and expires June 30, 2022.

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

VENDOR:

COUNTY OF BENTON:

by: _____

by: _____

Title: _____

Chairman,
Board of Benton County Commissioners

Date: _____

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Reid Hay, Deputy Prosecuting Attorney

Date _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101 DEPARTMENT NUMBER 121

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Katie Gillies

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: **Dept. 121**

TRANSFER TO: **Dept. 121**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.340	4102	Contract Services	\$40,000	594.210	6401	Capital Outlay	\$40,000
521.340	3101	Supplies	\$14,027	521.340	4905	Training	\$8,500
				521.340	3501	Minor Equipment & Small Tools	\$5,527
TOTAL			\$54,027	TOTAL			\$54,027

Explanation:

Reallocating funds to spend in alignment with the newly approved STOP Grant budget modification. The funds moving to capital will be used to purchase a training simulator to be used in schools for active shooter and mental health scenarios.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: 05/24/2022	
Subject: LIT to create a Rule 9 Position	
Presenter: E. Hsu and L. Wingfield	
Prepared By: L. Wingfield and L. Ivey	
Reviewed By:	
PA Review, Approval to Form: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Due to current needs in OPD with staffing and case loads, the OPD Manager worked with HR and Administration to create a temporary help line item for Rule 9 Interns. Rule 9 Interns are current used in the Prosecuting Attorney's Office. It is recommended that the temporary help line item be created to fund 2 Rule 9 Interns at \$21 per hour.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the LIT to create position 1529 as Temporary Help – Rule 9

Suggested Motion

I move to approve the resolution and line item transfer to creating position 1529 as Temporary Help – Rule 9 as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 136

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

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: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.911	1724	Public Defense Attorney	\$34,600	515.911	1529	Temporary Help - Rule 9	\$32,000
				515.911	2102	Social Security	\$2,500
				515.911	2119	Paid Family Leave Act	\$100
TOTAL			\$34,600	TOTAL			\$34,600

Explanation:

To appropriate funding in the Public Safety Tax Fund for 2 Temporary Help - Rule 9 employees. Position 1529 is temporary help \$21 per hour. The 2 positions are approved for the 2022 budget cycle only.

Prepared by:

Date:

Approved Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	05/24/2022	
Subject:	Establish the Risk Management Coordinator Classification Description	
Presenter:	L. Wingfield and A. Morasch	
Prepared By:	L. Wingfield	
Reviewed By:	A. Morasch	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Risk Manager has identified a need to create a Risk Management Coordinator and worked with Administration and Human Resources to create the presented classification description, appropriate placement on the Benton County non-bargaining salary schedule at a grade 17 to ensure consistency, and line item transfer to create the position.

Fiscal Impact

There is a cost savings to the baseline budget due to a reorganization within the Commissioners Office Departments eliminating two positions, a Jail Investigator in the Corrections Department and a Secretary in Board of Equalization.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolutions to establish a Risk Management Coordinator classification description, the salary placement as a Benton County non-bargaining grade 17, and approve the LIT to create and fund the position

Suggested Motion

I move to approve the Risk Management Coordinator classification description as presented.

I move to approve the Risk Management Coordinator as a grade 17 on the Benton County Non-Bargaining Salary Schedule.

I move to approve the LIT to create and fund the Risk Management Coordinator position.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A RISK MANAGEMENT COORDINATOR CLASSIFICATION DESCRIPTION

WHEREAS, the Human Resources Department worked with the Risk Manager to create a classification description for a Risk Management Coordinator; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Risk Management Coordinator classification description; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

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

Dated this _____ day of May, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

BENTON COUNTY CLASSIFICATION DESCRIPTION

05/2022

RISK MANAGEMENT COORDINATOR

Page 1

TITLE: Risk Management Coordinator

DEPARTMENT: Risk Management

REPORTS TO: Risk Manager

SUPERVISES: None

FLSA: Non-Exempt

SUMMARY:

Assist in the development, coordination, and administration of the County's risk management needs.

EXAMPLES OF JOB DUTIES (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class):

Researches and develops ways to streamline various Risk Management processes.

Performs or assists in background checks on new hires, contractors, and existing employees as required. Continually assesses and audits current background check processes, systems, measures, practices and procedures for strengths and vulnerabilities. Works with Department Managers and Elected Officials on the background check process to assess the access levels of each employee.

Assists with employee related investigations and works with Department Managers and Elected Officials on the investigative process.

Assists on worker's compensation related issues. To include review of claims and how to mitigate those through potential safety measures and processes, as well as working on insurance renewals and State Auditing reports.

Collects, tracks, and reviews incident reports, accident reports, injury reports, and other safety data, and assists with the development of processes and programs to improve the safety measures around Benton County.

Maintains and updates the Safety Data Sheet (SDS) software information in accordance with Washington State Department of Labor & Industry (L&I) and the Occupational Safety and Health Administration (OSHA) requirements.

Assist in the success of the County's Safety Committee including the reviewing department safety meeting minutes and ensuring departments are actively conducting and documenting the meetings.

Assists with the development of training programs and conducts training on risk and safety related issues.

Works with the Safety and Security Program Manager on issuing, maintaining, and returning access keycards (i.e., badges).

Assists in the handling of public records requests.

Researches, recommends, and assist with the development of safety and security related training opportunities for all County employees.

Other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of accident prevention, general safety, and risk management.

Knowledge of applicable Occupational Safety and Health Administration standards.

Knowledge of applicable Labor and Industry standards.

Knowledge of the development and implementation of rules, policies, and procedures.

Knowledge of background check and monitoring systems.

Knowledge of Microsoft Office products, i.e., Outlook, Word, Excel and PowerPoint.

Ability to conduct investigations.

Ability to maintain confidentiality.

Ability to prepare, plan, schedule, and conduct trainings both in person and electronically.

Ability to remain calm in high pressure situations and to manage competing priorities under tight deadlines.

Ability to evaluate and research training options and alternatives.

Ability to meet physical requirements as necessary for conducting outside field assessments, investigations, incident response calls and the essential job functions.

Ability to use electronic equipment such as computers, cell phones and radios.

Ability to travel to various work sites and/or meeting locations as required.

Excellent written and verbal communication skills.

Skill in maintaining organization in work product, including necessary files and administrative records.

Strong attention to detail and innovative thinking skills.

EDUCATION AND EXPERIENCE:

Bachelor's degree in Risk Management, Business, Criminal Justice or related field and three years of progressively responsible experience in risk management or human resources, or any combination of education and experience that would provide the applicant with the desired skills, knowledge, and ability to do the job.

Previous experience in law enforcement or private security is highly desirable.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE SALARY GRADE FOR THE RISK MANAGEMENT COORDINATOR

WHEREAS, it is recommended that the Risk Management Coordinator be placed as a grade 17 on the Benton County Non-Bargaining Salary Schedule; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the placement of the Risk Management Coordinator position on the Benton County Non-Bargaining Salary Schedule at a grade 17; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

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

Dated this _____ day of May, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 120 & 103 TO DEPARTMENT NUMBER 107

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

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: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO: Dept 107

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	Corrections			513.100	1750	Risk Management Coordinator	\$66,466
521.210	1750	Jail Investigator	\$42,412	513.100	2102	Social Security FICA	\$3,090
				513.100	2103	Medical Insurance	\$9,940
Dept 103	Board of Equalization			513.100	2104	Retirement	\$4,200
514.240	1190	Secretary	\$41,374	513.100	2119	Paid Family Leave Act	\$90
TOTAL			\$83,786	TOTAL			\$83,786

Explanation:

2021/2022 Budget: To appropriate funding for the Risk Management Coordinator position. Position 1750 Risk Management Coordinator is a non-bargaining grade 17. The position is funded by a re-organization within Commissioner Office Departments, with the elimination of position 1750, Jail Investigator, in the Corrections Department and the elimination of position 1190, Secretary, within Board of Equalization.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member