

**January 5 , 2009**

**THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
December 15, 2008, 9:00 am.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Claude Oliver (arrived at 9:12 a.m.)  
Commissioner Max E. Benitz, Jr., Chairman Pro Tem  
Commissioner Leo Bowman  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Bryan Perry, Safety/Training Coordinator; Central Services Manager Randy Reid; Pat Powell and Van Petty, Auditor's Office; Treasurer Duane Davidson; Harriet Mercer, Assessor's Office; Public Works Director Ross Dunfee; Ed Thornbrugh, Human Services; Norm Childress, Steve Becken, Larry Moser, and Bryan Thorp, Public Works.

Approval of Minutes

The Minutes of December 8, 2008 were approved as corrected.

Review Agenda

Commissioner Bowman requested item "z" be corrected to reflect (up to \$15,000).

Consent Agenda

**MOTION:** Commissioner Bowman moved to approve the consent agenda items "a" through "cc". Chairman Pro Tem Benitz seconded and upon vote, the Board approved the following:

Auditor

- a. Reporting Accountability Letter to Washington State Auditor

Central Services

- b. Software License & Service Agreement w/Courthouse Technologies, Ltd.

Commissioners

- c. 2009 Service Agreement w/Prosser Economic Development Association
- d. Memorandum of Agreement w/Washington State University Extension
- e. Support Letter for Benton Conservation District
- f. Appointment of L Parsons to Aging & Long Term Care Advisory Board
- g. Reappointment of L Krebs to Aging & Long Term Care Advisory Board

District Court

- h. Procurement of Office Furniture for Probation Office

Facilities

- i. Authorization of Payment for Three Chairs for New Courtrooms @ Justice Center
- j. Blanket Srvc Contract w/A-One Refrigeration & Heating, Inc. for Kitchen Equipment Repair

Human Services

- k. Agreement Amendment, #0763-20235-02, w/DSHS, Division of Alcohol & Substance Abuse
- l. Professional Services Agreement w/Records Management Services, Inc.
- m. Interlocal Cooperation Agreement w/DSHS and County of Skamania, WA

Juvenile

- n. Personal Services Contract Amendment w/Apollo Sheet Metal
- o. Contract Amendment w/Tri-Cities Maintenance & Janitorial II

Office of Public Defense

- p. District Court Misdemeanor Contract w/A McKinley

Parks

- a. Professional Srvc Contract w/CWH Architects, PS for Restroom Addition @ Horn Rapids
- b. Payment Authorization for Closeout Paperwork for Two Rivers Park Boat Dock Project
- c. Badger Mountain Centennial Preserve Master Plan

Personnel

- d. Reappointment of A Taylor to Civil Service Commission
- e. Amended Service Agreement w/Benton-Franklin Chapter of the American Red Cross
- f. Subscriber Agreement w/Public Safety Testing, Inc.

Prosecuting Attorney

- g. Salary Request Statement Requests

Road/Engineer

- h. Vacation & Abandonment of Road Right of Way Adjacent to Finley Road

Sheriff

- i. Authorization to Purchase Inmate Clothing & Bedding Supplies from Bob Barker Co., Inc.
- j. Personal Service Contract w/Dr. Tae-Im Moon for Psychological Evaluations
- k. Agreement for Use of Jail Facilities w/City of Olympia

Solid Waste Management

- l. Letter to B Shawver Regarding Garbage Contracts

Prosecuting Attorney

- m. Collective Bargaining Agreement for Appraisers

**Other Business**

Letter to Barker Ranch

Adam Fyall presented a letter to Barker Ranch regarding the easement within the Horn Rapids Canal conservation project.

**MOTION:** Commissioner Bowman moved to approve a letter to Barker Ranch with the signature of Max Benitz and allow Mr. Fyall to work with the PA's office on the content of the letter. Chairman Pro Tem seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:05 a.m.

### **State Auditor - Exit Conference**

The State Auditor met with the Board and reviewed the following information presented at the Exit Conference:

- Audit Information
  - Audit Scope
  - Accountability
  - Financial Statements
  - Federal Compliance
- Audit Reports
  - Accountability Report
  - Financial Statement Reports
  - Single Audit Reports
- Audit Results
  - Recommendations
  - Status of Prior Audit Recommendations
  - Conclusions
- Management Letter

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

### **Finley Truck Traffic Discussion**

Ross Dunfee and Norm Childress provided information on the recent traffic study on Finley Road, a map showing the preferred truck route that was distributed to local industry to help voluntarily divert trucks from Finley Road, and information on the use of compression brakes and laws for restricting trucks.

The following options were provided:

1. Complete Piert Road extension project.
2. Use of "Unmuffled Compression Brakes Prohibited" signs (already the law).
3. Local ordinance prohibiting trucks from Finley Road. The Prosecutor would draft the ordinance.
4. Work with local industry to promote "good neighbor policy" and use State Route where possible.
5. Do nothing (leave the road the same).

Chairman Oliver asked about controlling the traffic on the private road where citizens had expressed concern. Mr. Dunfee said they did the best they could to control their traffic, but it was between the residents and the contractor because it was on a private road.

Commissioner Bowman said there were shorter routes, but the Intertie was 20 miles shorter than before it was completed, and if the drivers were not willing to use it, he was ready to enforce the restriction of their use. Mr. Dunfee commented that there were new truckers every single day that were not aware of the route.

Chairman Oliver said he concurred with Commissioner Bowman.

#### Public Comment

Sheryl Van Tine and Diane Creed spoke regarding the use of the trucks on their private road. It was stated that when traffic was originally diverted, they used their road and the damage was done immediately and they personally saw the contractor's traffic control truck speed up and down the private road every day for 2 ½ months. Prior to the damage, they had completed work on their road and it was in very good condition and they were asking the County to help remedy the situation.

Chairman Oliver recommended mitigation, perhaps the County providing some gravel loads on their private road.

Commissioner Benitz said the County should have planned better in the beginning, however, he could not approve the County fixing the road. He suggested that if the Contractor had not yet been paid off, they could insist the Contractor fix the problem. Additionally, he said at this time he was very reluctant to impose limitations on truck traffic and would need further consideration.

Chairman Oliver agreed that investigating the matter with the contractor was a good idea and wanted Public Works to pursue it.

Commissioner Bowman said he would like to discuss the issue privately with Mr. Dunfee and his staff.

**MOTION:** Commissioner Bowman moved to start development to restrict transit type of traffic on Finely Road between Bowles Road and Reek Road to non-truck traffic, but would allow local traffic for commercial purposes. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

#### Stimulus Package Projects

Ross Dunfee said that WSAC had requested an initial listing of potential projects by Friday, December 19, 2008 for the much discussed "economic stimulus package". Mr. Dunfee provided a list of projects for potential new roads and asked the Board for direction.

Commissioner Benitz said the costs submitted on the list of projects and the One-Year and Six-Year Road Programs did not match and the Board should be consistent. Additionally, that road safety and moving products from farm to market were a priority for him and he wanted to submit the One-Year Road Program as the project list.

Commissioner Bowman said his definition of "stimulus" was that it stimulated the economy by immediate gratification from construction and ongoing because it stimulated more activity. He said that Piert Road and Red Mountain Road were the types of projects that he would endorse. Additionally, that he would endorse the Walter Clore Wine & Culinary Center, although it would not be a county project.

The Board reviewed the list provided by Mr. Dunfee and the majority agreed to it in its entirety, along with inclusion of Hanks Road.

### Vouchers

Check Date: 12/5/2008  
Warrant #: 221199-221376  
Direct Deposit #: 41420-41979  
Total all funds: \$2,346,638.45

Check Date: 12/5/2008  
Taxes #: 10108121-10108123  
Warrant #: 912872-912911  
Total all funds: \$2,008,476.39

Check Date: 12/12/2008  
Warrant #: 913185-913493  
Total all funds: \$1,130,742.07

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

### Resolutions

- 08-1016 Software License & Service Agreement w/Courthouse Technologies, Ltd.
- 08-1017 2009 Service Agreement w/Prosser Economic Development Association
- 08-1018 Memorandum of Agreement w/Washington State University Extension
- 08-1019 Appointment of L Parsons to Aging & Long Term Care Advisory Board
- 08-1020 Reappointment of L Krebs to Aging & Long Term Care Advisory Board
- 08-1021 Procurement of Office Furniture for Probation Office
- 08-1022 Authorization of Payment for Three Chairs for New Courtrooms @ Justice Center
- 08-1023 Blanket Srvc Contract w/A-One Refrigeration & Heating, Inc. for Kitchen Equipment Repair
- 08-1024 Agreement Amendment, #0763-20235-02, w/DSHS, Division of Alcohol & Substance Abuse
- 08-1025 Professional Services Agreement w/Records Management Services, Inc.

- 08-1026 Interlocal Cooperation Agreement w/DSHS and County of Skamania, WA
- 08-1027 Personal Services Contract Amendment w/Apollo Sheet Metal
- 08-1028 Contract Amendment w/Tri-Cities Maintenance & Janitorial II
- 08-1029 District Court Misdemeanor Contract w/A McKinley
- 08-1030 Professional Srvcs Contract w/CWH Architects, PS for Restroom Addition @  
Horn Rapids
- 08-1031 Payment Authorization for Closeout Paperwork for Two Rivers Park Boat Dock  
Project
- 08-1032 Badger Mountain Centennial Preserve Master Plan
- 08-1033 Reappointment of A Taylor to Civil Service Commission
- 08-1034 Amended Service Agreement w/Benton-Franklin Chapter of the American Red  
Cross
- 08-1035 Subscriber Agreement w/Public Safety Testing, Inc.
- 08-1036 Vacation & Abandonment of Road Right of Way Adjacent to Finley Road
- 08-1037 Authorization to Purchase Inmate Clothing & Bedding Supplies from Bob Barker  
Co., Inc.
- 08-1038 Personal Service Contract w/Dr. Tae-Im Moon for Psychological Evaluations
- 08-1039 Agreement for Use of Jail Facilities w/City of Olympia
- 08-1040 Collective Bargaining Agreement for Appraisers

There being no further business before the Board, the meeting adjourned at approximately 11:20 a.m.

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

\_\_\_\_\_  
Chairman

a

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET  
FORTH IN RCW 36.22.100

WHEREAS, RCW 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "...warrants not presented within one year of the date of their issue shall be cancelled by the legislative authority of the county..."; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds:

<u>Name of Fund</u>	<u>Number</u>	<u>Outstanding Balance</u>
Current Expense	0000-101	\$4,687.34
ER&R	0501-101	153.36
<b>Total</b>		<b>\$4,840.70</b>

**BE IT RESOLVED** by the Board of Benton County Commissioners that all outstanding warrants issued on or before December 31, 2007, are hereby canceled as of December 31, 2008. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn.

**BE IT FURTHER RESOLVED** the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

Check Date	Check Number	Vendor Name	Amount
1/5/2007	860861	ALDRICH, NANCY A	17.12
1/5/2007	860909	BROWN, CHARLES RAYMOND	10.89
1/5/2007	860940	COUGHANOUR, ERIC R	17.12
1/5/2007	860950	DEATHERAGE, WILLIAM JEFFER	10.00
1/5/2007	860997	GODDARD, MARSHALL	17.12
1/5/2007	861010	GRIPENTOG, WILLIAM G	14.45
1/5/2007	861073	KEHELEY, LINDA L	13.56
1/5/2007	861093	LAMBERSON, JENNIFER ELAINE	14.45
1/5/2007	861151	MITCHELL, WENDY MARIE	24.24
1/5/2007	861157	MORRA, MARINO	17.12
1/5/2007	861164	NEWTON, JERRY CARROLL	14.45
1/5/2007	861195	POUND, RUTH ANN	11.78
1/5/2007	861216	RIOJAS, ROSALINDA P	12.67
1/5/2007	861218	RITCHIE, CRAIG D	13.56
1/5/2007	861242	SENER, TIFFANY	10.89
1/5/2007	861247	SMEDLEY, SHELENE	13.56
1/5/2007	861258	STERNBERG, NEAL D	18.01
1/5/2007	861313	WRAY, JOSEPH W	18.90
2/9/2007	863170	BARNARD, SUSAN KAY	24.55
2/9/2007	863217	CREDIFORD, ERNEST F	11.94
2/9/2007	863229	DE HART, KRIS	15.82
2/9/2007	863237	DIXON, MICHELLE BLYTHE	12.91
2/9/2007	863273	GILMORE, JASON MICHAEL	16.79
2/9/2007	863312	ILTON, EUGENE S	11.94
2/9/2007	863348	LEE, MIU YEE	17.76
2/9/2007	863357	LOTT, ROBERT J	3.88
2/9/2007	863363	MANESS, WILLIAM	12.91
2/9/2007	863398	MOSCOU, NICOLE D	39.10
2/9/2007	863402	NELSON, BRUCE M	22.61
2/9/2007	863408	NOTT, BRYAN L	14.85
2/9/2007	863444	REILLY, KEEFE T	12.91
2/9/2007	863468	SCHRODER, KEVIN LEE	16.79
2/9/2007	863470	SILVA, FRANCIS	12.91
2/9/2007	863533	WILLIAMS, NICHOLAS ANDREW	16.79
2/9/2007	863538	WILSON, PATRICK ALLEN	13.88
2/9/2007	863539	WILSON, ROBERTA J	14.85
2/9/2007	863597	CAMPOS, JESSICA	28.01
2/9/2007	863677	MCCULLOUGH, AMANDA	10.00
2/16/2007	863971	ALVAREZ, AMELIA	17.28
2/16/2007	864121	KOSKA, ASHLEY	10.00
2/16/2007	864154	NASS, MATTHEW ROY	10.00
3/2/2007	865040	JACKSON, LUCILLE	10.00
3/2/2007	865044	KASPER, DAVID T	19.12
3/2/2007	865056	MC COY, SHANNA M	10.00
3/2/2007	865163	WINES & VINES	32.50
3/2/2007	865284	FULLER, JACQUE L	13.88
3/2/2007	865289	GARDNER, JERRY WAYNE	16.79
3/2/2007	865313	HAMMITT, GARY J	29.40

Check Date	Check Number	Vendor Name	Amount
3/2/2007	865324	HEAGNEY, MICHAEL S	15.82
3/2/2007	865359	KELLY, ELIJAH WAYNE	25.52
3/2/2007	865442	NICHOLS, KENNETH M	16.79
3/2/2007	865558	TUCKER, JULIE	4.85
3/2/2007	865573	WEISENBERGER, DUSTIN	12.91
4/11/2007	867641	ARTZ, KENNETH	20.67
4/11/2007	867702	BURKHEAD, DEBRA LYNN	14.85
4/11/2007	867722	CHAMNESS, MICHELE	15.82
4/11/2007	867734	CLEM, KIRTLEY S	18.73
4/11/2007	867747	CONWAY, JEFF	11.94
4/11/2007	867769	DE FORD, HENRY	19.70
4/11/2007	867816	FAY, KRISTI M	10.97
4/11/2007	867858	GONZALEZ, JOEL MARTINEZ JR	11.94
4/11/2007	867892	HARNEY, DAVID	10.97
4/11/2007	867907	HICKEY, KURTIS W	16.79
4/11/2007	867913	HOUBLER, JACK	35.52
4/11/2007	867915	HORAN, ROBERT F	36.19
4/11/2007	867943	JUETTE, JON L	29.70
4/11/2007	867948	KEHRET, PAMELA S	14.85
4/11/2007	867951	KENISON, EVELYN A	12.91
4/11/2007	867979	LARSEN, BRIAN MICHAEL	13.88
4/11/2007	868021	MATSUMOTO, STEVEN W	19.70
4/11/2007	868042	MCSHANE, JASON RICHARD	27.76
4/11/2007	868087	PAVLOVSKY, ROBERT PAUL	15.82
4/11/2007	868098	POGUE, JOSEPH ALEXANDER	14.85
4/11/2007	868118	RECTOR, DAVID R	27.76
4/11/2007	868128	REYNOLDS, DANIEL L	15.82
4/11/2007	868165	SCHUSTER, GEORGE J	11.94
4/11/2007	868166	SCHWARTZ, TERRY	12.91
4/11/2007	868191	SPENCER, BEVERLY J	11.94
4/11/2007	868213	SWEENEY-WHEELER, MARY ANN	10.97
4/11/2007	868214	SYLVESTER, MICHAEL L	30.37
4/11/2007	868231	TRUNNELL, MEGHAN	35.52
4/11/2007	868261	WARREN, LARRY ALBERT	45.22
4/11/2007	868293	YIM, JAINTO SAM	19.70
4/11/2007	868294	YOUNG, JOSHUA DAVID	19.70
5/18/2007	870838	ALDERSON, DANIEL JOHN	13.88
5/18/2007	870839	ALEXANDER, ILENE	19.70
5/18/2007	870870	BROWNSON, DOLLIE DIANNE	14.85
5/18/2007	870873	BURGESS, CHARLES H	29.70
5/18/2007	870882	CARTER, JUDY C	16.79
5/18/2007	870902	DUNN, MICHAEL JOHN	19.70
5/18/2007	870910	FINCH, KELLI ANN	19.70
5/18/2007	870929	GOULD, SHAD T	43.95
5/18/2007	870933	HALL, RONALD P	14.85
5/18/2007	870946	HOLLENBACH, BELLE A	12.91
5/18/2007	871047	THOMSON, SCOTT	39.40
5/25/2007	871517	MARTINEZ, LETICIA	10.00

Check Date	Check Number	Vendor Name	Amount
5/25/2007	871518	MARTINEZ, PATRICIA	20.00
6/8/2007	872291	ANDERSON, GAIL	14.85
6/8/2007	872428	LONGAKER, M L	13.88
6/8/2007	872437	MAUS, NEIL R	11.94
6/8/2007	872455	NEUNER, DARRELL E	23.58
6/8/2007	872478	ROSE, JASON M	12.91
6/8/2007	872508	STRUTZ, DAVID HAROLD	15.82
7/17/2007	874729	BIBE, STEPHEN	11.94
7/17/2007	874753	CARPENTER, TERRY L	14.85
7/17/2007	874794	DUNCAN, DONALD W	14.85
7/17/2007	874796	EINAN, DAVID R	25.82
7/17/2007	874812	GASTON, ROBBIE	21.64
7/17/2007	874892	MANTHEI, WENDY R	17.76
7/17/2007	874916	NEWELL, WILLIAM MICHAEL	29.40
8/3/2007	876199	VANNAUKER, JERAMIE	20.00
8/3/2007	876200	VANNAUKER, WENDY	20.00
8/10/2007	876442	COLT DEFENSE LLC	1,200.00
8/10/2007	876571	RICHTER, JOHN	148.71
8/17/2007	877160	BARLOW, JESSICA	16.79
8/17/2007	877208	CARTER, NICOLE	10.97
8/17/2007	877216	CHURCHWELL, MICHAEL	14.85
8/17/2007	877243	DAVIS, HOWARD ALAN	27.76
8/17/2007	877254	DOOLEY, LORNA S	15.82
8/17/2007	877269	FAIRES, LEVI RUSSELL	19.70
8/17/2007	877277	FOX, COREY	15.82
8/17/2007	877360	JARNAGIN, RONALD E	13.88
8/17/2007	877377	KEEFE, KRISTEN M	11.94
8/17/2007	877442	MCCARTNEY, BRYSON	25.82
8/17/2007	877490	PAPENFUSS, STEPHEN	18.73
8/17/2007	877566	SHELTON, LOREE	21.64
8/31/2007	878366	BRETTWAN, BRITNIE	24.55
9/14/2007	879305	WEASA, WSU YAKIMA CO. EXTENSION	65.00
9/14/2007	879330	BIAGINI, JENNIFER LYNN	12.91
9/14/2007	879365	CURTIS, TIFFANY MAY	27.76
9/14/2007	879382	ERDMAN, NICHOLE M	10.97
9/14/2007	879565	TOLRUD, AMY MARIE	18.73
9/14/2007	879573	VARGAS, BRITNEY JOELLE	13.88
9/21/2007	879731	BUCKLEY, LUTHER	13.40
10/12/2007	881137	GRAY, NYSSA	16.79
10/12/2007	881283	ATWOOD, JENA	14.85
10/12/2007	881334	DOOR, NATHANIEL	11.94
10/12/2007	881363	HALLQUIST, ROY S	64.55
10/12/2007	881370	HICKEY, DEBORA K	14.85
10/12/2007	881377	HOUBLER, GAIL M	14.85
10/12/2007	881430	NIEMEYER, SUZANNE L	11.94
10/12/2007	881454	REED, MATT	33.58
10/12/2007	881479	SENROR, DAVID J	39.40
10/12/2007	881480	SEWARD, CHRISTOPHER	14.85

Check Date	Check Number	Vendor Name	Amount
10/12/2007	881531	WRIGHT, CAROLYN J	14.85
10/26/2007	882286	ARMENDARIZ, GORDON	19.70
10/26/2007	882480	SHUTTLEWORTH, MICHAEL	8.00
11/30/2007	884322	SOUTH, CHEYANNE	19.70
12/12/2007	885020	BRATZEL, DAVID R	19.70
12/12/2007	885041	CAMPBELL, JAMES DARREL	21.64
12/12/2007	885094	DICKENSON, TROY HUGH	19.70
12/12/2007	885112	ENNIS, MICHELE	29.70
12/12/2007	885137	FRENCH, MARK STEVEN	13.88
12/12/2007	885143	GARZA, ROSEMARY	15.82
12/12/2007	885243	LEWIS, KENNETH R	35.52
12/12/2007	885355	PETERSON, DIRK T	10.00
12/12/2007	885396	ROBERSON, WILLIAM L	16.79
12/12/2007	885531	WORTMAN, RAND J	10.00
12/14/2007	885742	PHONGSAVATH, SOMSAMAY	70.00
12/14/2007	885864	BENSON, SERENE L	10.00
12/14/2007	885896	BRYANT, JANET L	12.91
12/14/2007	885933	CRIDDLE, JAMES D	12.91
12/14/2007	886004	GALLEGOS, MICHAEL JOHN	13.88
12/14/2007	886029	GULLEY, JADINE	14.85
12/14/2007	886049	HENDEL, NADA JUNE	12.91
12/14/2007	886094	KEIZER, DARLIE	27.46
12/14/2007	886133	MALDONADO, KIMBERLY V	11.94
12/14/2007	886145	MCCLEARY, MICHAEL J	41.34
12/14/2007	886179	MORRISON, CHRISTOPHER JAME	15.82
12/14/2007	886253	SCHALCHLIN, ELLEN L	60.74
12/14/2007	886284	SMOOT, SUSAN	39.40
12/14/2007	886290	SPOHR, SUSAN DENISE	13.88
12/14/2007	886314	TRESCOTT, BRUCE E	15.82
12/14/2007	886329	VENOHN, MITCH	17.76
12/14/2007	886337	WANGEN, LAURIE K	13.88
12/14/2007	886349	WEBB, CHRISTINA HEATHER	16.79
12/14/2007	886377	WOODS, ANGIE D	16.79
		<b>TOTAL CURRENT EXPENSE</b>	<b>4,687.34</b>

3/30/2007	867082	A S A OF WASHINGTON	150.00
10/26/2007	882485	SNAP ON TOOLS	3.36
		<b>TOTAL ER&amp;R</b>	<b>153.36</b>

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	5-JAN-2009	Execute Contract	___
Subject:	Computer Equipment & Software Purchasing	Pass Resolution	<u>  x  </u>
		Pass Ordinance	___
		Pass Motion	___
Prepared By:	J. Randall Reid	Other	___
Reviewed By:	Loretta Smith-Kelty		
		Consent Agenda	<u>  x  </u>
		Public Hearing	___
		1 <sup>st</sup> Discussion	___
		2 <sup>nd</sup> Discussion	___
		Other	___

**BACKGROUND INFORMATION**

Beginning in 2008, a resolution similar to the attached is being submitted to the Board each year in order to make explicit the authority for Central Services to purchase hardware and software from the Washington Department of Information Services - Technology Brokering Services (TBS) contracts, including the Western States Contracting Alliance (WSCA). Most of the county computers, printers and desktop software products are purchased through these contracts. The county has had a Customer Service Agreement with TBS since 1997. The resolution also affirms that Benton County recognizes these contracts as fulfilling the statutory requirements for public contracts and purchasing under the Revised Code of Washington, including RCW 39.04.190 and RCW 39.04.270. For purchases of equipment or software not included in the TBS or WSCA contracts, Central Services will either initiate an acquisition process as set forth in RCW 39.04.270 or make the acquisitions under the purchasing guidelines adopted by the Board in Resolutions 08-131, 132, 133 and subsequent.

**SUMMARY**

The attached resolution authorizes Central Services to purchase computer hardware and software from contracts negotiated by the State of Washington within the limitations of the 2009 budget as approved or supplemented.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None: Included in approved 2009 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING COMPUTERS, PRINTERS, NETWORK DEVICES,  
AND SOFTWARE IN 2009

WHEREAS, the Board of Commissioners of Benton County has approved the purchase of new and replacement computers, new and replacement printers, new and replacement network devices, and software license renewals as part of the Central Services budget for 2009; and

WHEREAS, most of the computers, printers, network devices, and software products used by Benton County are available through contracts competitively solicited and negotiated by the Technology Brokering Services division of the Washington Department of Information Services (TBS), including the Western States Contracting Alliance (WSCA); and

WHEREAS, Benton County has been a long time participant in the contracts negotiated by TBS under Customer Service Agreement #8030-0, Interlocal #97-INT-070; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the contracts available through TBS meet the requirements of RCW 39.04.190 and RCW 39.04.270 for acquiring electronic data processing and telecommunications products; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services is authorized to purchase hardware and software through TBS to the amounts approved within the 2009 budget without the soliciting competitive bids or further authorization from the Board of Benton County Commissioners.

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

REID

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 5, 2009</u> Subject: <u>Facilitator Contract</u> Prepared by: <u>J. Delvin</u> Reviewed by:	Execute Contract <u>XX</u> Pass Resolution <u>XX</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>XX</u> Public Hearing 1st Discussion 2nd Discussion Other

C

**BACKGROUND INFORMATION**

Pass resolution allowing Chairman to sign facilitator contract and execute contract with Michelle Dolven.

**SUMMARY**

**RECOMMENDATION**

1st

2nd

**FISCAL IMPACT**

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PERSONAL SERVICES AGREEMENT WITH MICHELLE DOLVEN FOR FAMILY LAW FACILITATOR SERVICES.

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Personal Services Agreement providing for a Family Law Facilitator Service for Benton County Superior Court Clerk, as attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Clerk (orig), M. Dolven, R. Ozuna Auditor

PERSONAL SERVICES AGREEMENT  
PROVIDING FOR A FAMILY LAW COURT FACILITATOR SERVICE FOR  
BENTON COUNTY SUPERIOR COURT CLERK

THIS PERSONAL SERVICES AGREEMENT is between BENTON COUNTY, a political subdivision of the State of Washington, and Michelle Dolven (hereinafter referred to as "Contractor").

1. Purpose

Benton County Superior Court and its Clerk need the services of Contractor to provide basic services to the Benton County Superior Court for pro se litigants regarding domestic matters pursuant to the Revised Code of Washington (RCW) Chapter 26.12.240, and Washington Rules of Court, General Rule (GR) 27.

2. Term of Agreement

This agreement is effective January 1, 2009 through December 31, 2009.

3. Scope of Services

The Contractor shall provide the services specified in Attachment A, Statement of Work. Contractor shall perform such services at the Benton County Justice Center from 11:00 a.m. until 1:30 p.m. on the day of the week on which Benton County Superior Court schedules its domestic docket at the Justice Center. In addition, the Contractor shall be in court and make his/her services available at the weekly domestic docket at the Justice Center until excused by the presiding judge. For each such domestic docket day, Contractor shall bill for the actual time spent each day providing services under this agreement or \$178.75, whichever is less. Contractor shall not bill for or provide any services at any other time or on any other day other than a domestic docket day as set forth above, unless this agreement is amended in writing.

Contractor shall use reasonable efforts to obtain a written and signed disclaimer of attorney-client relationship, attorney-client confidentiality and representation from each person utilizing the services of Contractor under this agreement. The disclaimer shall be in the format developed and approved by the Administrative Office of the Courts.

4. Compensation

Benton County shall compensate the Contractor at an hourly rate of \$55.00 per hour billed, subject to the maximum amount set forth above. Based on the maximum number of hours allowed under paragraph 3 above, total monthly compensation shall be no more than \$715.00 in any month that contains four domestic dockets and \$893.75 in any month that contains five domestic dockets at the Justice Center. The Contractor shall submit a monthly invoice for services rendered to the Benton County Clerk. Payment shall be made within three weeks of receipt of a valid invoice.

5. **Expenses**

Contractor shall not charge the County for expenses incurred in providing the required services. All expenses incurred by the Contractor pursuant to this agreement shall be the sole responsibility of the Contractor, unless agreed to otherwise in writing by the parties hereto.

6. **Compliance with Laws**

The Contractor shall, in performing the services under this agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations, applicable to the services to be performed and the Contractor's status as an independent contractor.

7. **Hold Harmless and Indemnification**

The Contractor shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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.

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

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

8. **Insurance**

**Professional Legal Liability:** The Contractor shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of no less than two hundred fifty thousand dollars (\$250,000) per occurrence.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in the agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the agreement or within the scope of the Contractor's services as defined by this agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the agreement.

**Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

**Other Insurance Provisions:** The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or agents.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

**Verification of Coverage and Acceptability of Insurers:** The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than "A:7" with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The Contractor shall furnish the County with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the effective date of the agreement. The certificate will, at a minimum, list limits of liability and coverage. Contractor shall not cancel or allow to expire, except on forty-five (45) days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County as an additional insured of cancellation or changes shall be altered so as not to negate the intent of this provision.

Certificates of Insurance shall show the Certificate Holder as Benton County and include "c/o" of the Benton County Clerk. The address of the Certificate Holder shall be shown as the current address of the Clerk.

**The County, its officers, officials, employees and agents shall be named as additional insureds with respect to the performance of services on all required insurance policies.**

All written notices under this section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following address:

Risk Manager  
Benton County Personnel Office  
7122 W. Okanogan Place, Bldg A  
Kennewick, WA 99336

The Contractor or its broker shall provide a copy of any and all insurance policies specified in this agreement upon request of the Benton County Risk Manager.

10. **Independent Contractor**

The Contractor agrees that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create an employer and employee relationship between the parties. The Contractor shall not be entitled to any benefits accorded Benton County employees by performing the services required by this agreement. Benton County shall not be responsible for withholding or otherwise deducting federal income tax or social security taxes, for contributing to the state industrial insurance program, or otherwise assuming the tax withholding duties of an employer with respect to the Contractor.

Notwithstanding, the Contractor will be allowed to use the title "Benton County Court Facilitator" on business cards and letterhead followed by the term "Michelle Dolven, Contractor".

11. **Termination**

Contractor or Benton County may terminate this agreement with or without cause by giving written notice of termination to the other party. Such termination shall be effective ten (10) working days from the date of delivery of the notice to terminate.

12. **Assignment**

The Contractor shall not assign or subcontract for the performance of any of the services covered by this agreement.

13. **Non-Waiver**

Waiver by Benton County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. **Integrated Agreement**

This agreement together with specified attachment represents the entire integrated agreement between Benton County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the Chair of the Benton County Board of Commissioners, the Benton County Clerk and the Contractor.

15. **Jurisdiction and Venue**

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Benton County.

16. **Severability**

If a provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to such end the provisions of this agreement are declared to be severable.

17. Non-Discrimination Policy

The Contractor agrees to adhere to the non-discrimination policy of Benton County and to execute in writing an assurance of compliance with that policy.

IN WITNESS WHEREOF, the parties have executed this agreement effective the last date set forth below.

Contractor

Michelle Dolven  
Michelle Dolven

Date: 12/23/08

Josie Delvin 12-29-08  
Josie Delvin  
Benton County Clerk

BOARD OF BENTON COUNTY  
COMMISSIONERS

Approved as to form:

Ryan K Brown, Chief DPA  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners

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

ATTACHMENT A – STATEMENT OF WORK

PROFESSIONAL SERVICES CONTRACT

**SERVICES PROVIDED BY CONTRACTOR**

Pursuant to paragraph 3 of the Contract, the CONTRACTOR, as Family Law Courthouse Facilitator, shall provide upon request the services authorized by GR 27 on behalf of pro se litigants in family law cases in Benton County Superior Court, which include the following:

- a) Referral to legal and social services resources, including lawyer referral and alternate dispute referral programs and resources on obtaining family law forms and instructions;
- b) Assistance in calculating child support using standardized computer based program based on financial information provided by the pro se litigants;
- c) Processing interpreter requests for facilitator assistance and court hearings;
- d) Assistance in selection as well as distribution of forms and standardized instructions that have been approved by the Court, Clerk's Office or the Administrative Office of the Courts;
- e) Assistance in completing forms that have been approved by the court, clerks office or the Administrative Office of the Courts;
- f) Explanation of legal terms;
- g) Information on basic court procedures and logistics including requirements for service, filing, scheduling hearings and complying with local procedures;
- h) Review of completed forms to determine whether forms have been completely filled out **but not as to substantive content with respect to the parties' legal rights and obligations**;
- i) Previewing pro se documents prior to hearings for matters such as dissolution of marriage and show cause and temporary relief motions calendars under the direction of the Clerk or Court to determine whether procedural requirements have been complied with;
- j) Attendance at pro se hearings to assist the Court with pro se matters;

- k) Assistance with preparation of Court orders under the direction of the Court;  
and
- l) Preparation of pro se instruction packets under the direction of the  
Administrative Office of the Courts.

Court Facilitator  
12/18/08

d

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF APPROVING ARCHITECTURAL SERVICES FOR THE CANINE ANIMAL CONTROL FACILITY

**WHEREAS**, per Resolution 08-884 dated November 3, 2008, the Board of County Commissioners approved the contract between Benton County and Bernardo-Wills Architects, PC to provide any necessary architectural and engineering services for a contract amount not to exceed \$200,000; and

**WHEREAS**, Bernardo-Wills Architects, PC was asked by Benton County to provide an estimate for architectural services for a study of an animal control facility; and

**WHEREAS**, Bernardo-Wills Architects, PC provided Benton County with Work Order Number 09-01, attached hereto, to provide the study and one line drawing for said project for an amount not to exceed \$20,000; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby approves architectural services for the canine animal control facility for an amount not to exceed \$20,000, plus any reimbursable expenses.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,

Attest: \_\_\_\_\_  
Clerk of the board

RECEIVED  
DEC 11 2008  
BENTON COUNTY  
COMMISSIONERS

December 10, 2008

Ms. Lisa Small  
Benton County Commissioners Office  
P.O. Box 19  
Prosser, WA 99350

Max	_____
Leo	_____
Claude	_____
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	Small et al

A. Fyall  
R. Rogers

Re: Benton County/City of West Richland Animal Control Facility

Dear Lisa:

Yesterday we met with your Roy Rogers to discuss our providing limited AE Services to Benton County for a proposed canine animal control facility. We understand the project could be located on a portion of an approximate 5 acre site in West Richland, and may roughly be 4,000 gross square feet.

As we understand the desired services they include:

1. Working with the City and the County, and based on research and suggestions that have already been made, making basic recommendations regarding space and outfitting needs for a new facility. We will take into account other relevant and successful operations in the region, such as the Tri-Cities and Spokane.
2. Prepare basic "one line" architectural drawings of the possible facility as it would be configured on the site.
3. Provide a cost estimate, with possible options, of such a facility.
4. Compile written and graphic outcomes of the study in a spirally-bound document for presentation to the City and County.

We are pleased to offer our services for an amount not-to-exceed \$20,000. Our services will be provided in accordance with our Professional Services Agreement already in place; however, we will await your issuance of a Task Order before we proceed with any work. The estimated time to complete this task is 90 calendar days from notice to proceed.

Thank you for thinking of Bernardo-Wills to assist you with your needs.

Sincerely,  


Robert M. Wills, AIA  
Principal

c: Mr. Roy Rogers

e

JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. 2008 583

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

**RE: APPROVING THE REAPPOINTMENT OF JERRY HUG TO THE MID-COLUMBIA LIBRARY BOARD OF TRUSTEES AS A BENTON COUNTY REPRESENTATIVE FOR A TERM EXPIRING DECEMBER 31, 2015**

**WHEREAS**, the Benton and Franklin County Board of Commissioners received notification from the Mid-Columbia Library Board Chairman that Jerry Hug's partial term on the Mid-Columbia Library Board is due to expire December 31, 2008; and

**WHEREAS**, the Library Board unanimously voted to recommend Mr. Hug for another term; and

**WHEREAS**, Mr. Hug is eligible to serve up to two full terms and has agreed to continue to serve;

**NOW, THEREFORE, BE IT RESOLVED** the Benton and Franklin County Board of Commissioners hereby approves the reappointment of Jerry Hug,  
to the Mid-Columbia Library Board of Trustees as a Benton County representative, with said term commencing January 1, 2009 and expiring December 31, 2015.

Dated this \_\_\_\_ day of January, 2009.

Dated this 22nd day of December, 2008.

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

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Chairman

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

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

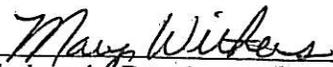
\_\_\_\_\_  
Member

Neva J. Corkrum - Absent  
\_\_\_\_\_  
Member

**Attested to by:**

**Attested to by:**

\_\_\_\_\_  
Clerk to the Board

  
\_\_\_\_\_  
Clerk to the Board

Originals: FC Auditor - BC Auditor  
Mid-Col. Library Board

cc: Jerry Hug  
Appointment File

Max	✓
Leo	✓
Claude	✓
David	✓
Loretta	✓
Other	1-5-09 agenda

December 15, 2008

Benton County Commissioners  
Courthouse  
PO Box 190  
Prosser, WA 99350-0190

Dear Commissioners:

Benton County resident, Jerry Hug, was appointed to the Mid-Columbia Library Board in February 2007. His partial term on the Board expires on December 31, 2008. At the December 15, 2008, meeting, the Library Board unanimously voted to recommend Mr. Hug for another term. According to law, he is eligible to serve up to two full terms and to our delight he has indicated a willingness to serve again. Mr. Hug's term would run from January 1, 2009, through December 31, 2015.

Thank you for your consideration of this matter. Please let us know if we can be of further assistance.

Sincerely,



Sandra LePage, Chair  
Mid-Columbia Libraries Board

cc: Franklin County Commissioners

RECEIVED

DEC 16 2008

BENTON COUNTY  
COMMISSIONERS

Comms  
DS  
LSK

**From:** Commissioners  
**To:** Meneely, Erin  
**Subject:** Re: Mid-Columbia Libraries Board of Trustees

Hi Erin:

I will forward to Commissioners and expect to have it before the Board during our next Commissioner meeting on January 5, 2009.....Marilu

>>> "Erin Meneely" <[emeneely@mcl-lib.org](mailto:emeneely@mcl-lib.org)> 12/16/2008 10:35 AM >>>  
Dear Commissioners,

Attached, please find a letter I attempted to fax to your office. The letter is in regards to the reappointment of a member of the Mid-Columbia Libraries Board of Trustees. The original will follow in the mail.

Happy holidays,

Erin Meneely  
Executive Assistant  
Mid-Columbia Libraries  
Ph: (509) 582-4745 ext. 3116

f

# RESOLUTION

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

**IN THE MATTER OF APPOINTING RANDALL BRICKER TO THE KIONA IRRIGATION DISTRICT BOARD OF DIRECTORS**

**WHEREAS**, there exists a vacancy with the Kiona Irrigation District; and,

**WHEREAS**, Randall Bricker has expressed an interest and willingness to serve on the Board for a three year term; and,

**WHEREAS**, the Kiona Irrigation District Board unanimously voted to recommend Mr. Randall Bricker's appointment; **NOW, THEREFORE**,

**BE IT RESOLVED** that Randall Bricker, is hereby appointed to the Kiona Irrigation District Board of Directors, said term expiring on December 31, 2011.

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

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

;

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

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

7

KIONIA IRRIGATION DISTRICT  
P.O. BOX 300  
BENTON CITY WA. 99320  
509-588-7414

RECEIVED  
DEC 19 2008  
BENTON COUNTY  
COMMISSIONERS  
routing  
DS

Benton County Commissioners  
Co. County Court House  
P.O. Box 190  
Prosser, WA. 99350-0190

DECEMBER 17 2008

Re: Election of Officers

Sirs, please be advised we have complied with the laws, there was one applicant for the position of Director, Randall Bricker thus there was no need for an election.  
Mr. Bricker was accepted by acclamation to fill the position and with your approval will continue in office as of January 01 2009 for a term of three years.

*Lloyd R. Bricker*  
Director

12-17-08  
Date

Lorna Deckert / Secretary

Cc: Benton County Treasurer  
Benton County Auditor  
File

# RESOLUTION

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT COURT AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS, and**

**WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County District Court be approved as presented for a term commencing July 1, 2008 and terminating on June 30, 2009, NOW, TEREFORE**

**BE IT RESOLVED, that the Board of Benton County is hereby authorized to sign, on behalf of Benton County.**

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

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

\_\_\_\_\_  
**Chairman Pro-Tem**

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

**Attest: .....**  
**Clerk of the Board**

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

**INTERAGENCY AGREEMENT IAA09437**  
**between**  
**STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**1206 Quince Street SE**  
**PO Box 41170**  
**Olympia, Washington 98504-1170**  
**and**  
**BENTON COUNTY**  
**BENTON COUNTY DISTRICT COURT**  
**7122 W Okanogan Pl Bldg A**  
**Kennewick, WA 99336-2359**

**THIS CONTRACT** is entered into by and between the Administrative Office of the Courts (“AOC”) and **BENTON COUNTY, BENTON COUNTY DISTRICT COURT** (“Contractor”).

**1. PURPOSE**

The purpose of this contract is to engage the services of the Contractor to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.42 and 2.43.

a. These funds are intended to address the Contractor’s following needs:

- Financial need – i.e., the gap between the Contractor’s available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and
- Interpreter need – i.e., the gap between the level of the LEP, deaf and hard of hearing public’s need for language access to the Contractor’s court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the applicant’s most frequently needed languages).

**2. DESCRIPTION OF SERVICES TO BE PROVIDED**

a. The Contractor will ensure that the interpreter funding is targeted to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by seeking reimbursement only with respect to funds paid to Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at:

<https://www.courts.wa.gov/courtservices/interpreter/Pages/default.aspx>

Contractor may pay for interpreter services at rates not in accordance with the above, but Contractor may not seek reimbursement with respect to payments at rates that are not in accordance with the above.

- b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor agrees to submit electronically with each request for reimbursement completed Interpreter Services Funding Data reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data must be submitted in accordance with the instructions found at:

[http://web.courts.wa.gov/links/funding\\_controls.htm#Prog&Folder\\_Accounting](http://web.courts.wa.gov/links/funding_controls.htm#Prog&Folder_Accounting)  
[http://web.courts.wa.gov/links/funding\\_controls.htm#Prog&Folder\\_Accounting](http://web.courts.wa.gov/links/funding_controls.htm#Prog&Folder_Accounting)

- c. The Contractor agrees to partner closely with the AOC Interpreter Program and the Interpreter Commission to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters), with a view to improving interpreter services and the service infrastructure statewide.

### 3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from July 1, 2008 through August 31, 2009.

### 4. COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$23,798 (twenty-three thousand seven hundred ninety-eight and 00/100 dollars) for costs incurred during the period of July 1, 2008 – June 30, 2009. No reimbursement shall be made under this contract for interpreting occurring subsequent to June 30, 2009.
- b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.
- c. Contractor shall not be reimbursed until paper A-19 invoices and corresponding electronic Interpreter Services Funding Data (Data) are received and approved by AOC, pursuant to the following schedule:
  - 1) Paper A-19 invoices and Data reflecting interpreted assignments occurring between July 1, 2008 and December 31, 2008, must be received by the AOC no later than February 13, 2009.
  - 2) Paper A-19 invoices and Data reflecting interpreted assignments occurring between January 1, 2009 and March 30, 2009, must be received by the AOC no later than May 15, 2009.
  - 3) Paper A-19 invoices and Data reflecting interpreted assignments occurring between April 1, 2009 and June 30, 2009, must be received by the AOC no later than August 14, 2009.

- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Contractor shall submit its paper A-19 invoices to:
  - AOC Financial Services
  - PO Box 41170
  - Olympia, Washington 98504-1170no more frequently than monthly.

The Interpreter Services Funding Data shall be submitted electronically to AOC Court Services as described in paragraph 2.b.

- f. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed Interpreter Services Funding Data
- g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.
- h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through these revenue sharing provisions.

#### **5. ADDITIONAL INTERPRETER DATA**

In addition to collecting and submitting to AOC the required interpreter data in order to support its requests for reimbursement as set forth in Section 2.b of this Agreement, the Contractor agrees to document for AOC the amount Contractor spent on interpreter services for calendar years 2005 through 2008, and for the first half of calendar year 2009 (through June 30, 2009).

#### **6. LANGUAGE ASSISTANCE PLAN(S)**

As a condition of receiving funding under this Agreement, Contractor agrees to implement and maintain an AOC-approved Language Assistance Plan.

#### **7. TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

#### **8. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the Contractor hereby assigns such rights to the AOC as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the AOC, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

#### **9. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **10. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **11. RECORDS, DOCUMENTS, AND REPORTS**

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other material relevant to this contract for six years after settlement, and make them available for inspection by persons authorized under this provision.

#### **12. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

### **13. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Contractor, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

### **14. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **15. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of work; and
3. Any other provisions of the agreement, including materials incorporated by reference.

### **16. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **17. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**18. SEVERABILITY**

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

**19. ENTIRE AGREEMENT**

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

**CONTRACT MANAGEMENT**

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this contract:

<p><b>AOC Program Manager:</b>          Katrin Johnson          PO Box 41170          Olympia, WA 98504-1170          (360) 704-4062  <a href="mailto:Katrin.Johnson@courts.wa.gov">Katrin.Johnson@courts.wa.gov</a></p>	<p><b>Contractor Program Manager:</b>          Jackie Lahtinen, Administrator          7122 W Okanogan Pl Bldg A          Kennewick, WA 99336-2359          509-735-8478 Ext 3255  <a href="mailto:jacki.lahtinen@co.benton.wa.us">jacki.lahtinen@co.benton.wa.us</a></p>
--	---

**AGREED:**

THE ADMINISTRATIVE OFFICE  
OF THE COURTS

CONTRACTOR

\_\_\_\_\_  
Dirk Marler, Director  
Judicial Services Division

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved as to fees by  
Raja Brown, DPA*

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Joint Resolution for Building Lease for Crisis Response and Substance Abuse Assessment Center	<input checked="" type="checkbox"/> Execute Addendum	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The lease on the building at 2635 West Deschutes, Kennewick, WA, where the Crisis Response Unit and Substance Abuse Assessment Center is currently renting expired on October 30, 2008. The Department of Human Services would like to extend the lease for one year to expire on October 30, 2009. The Department of Human Services has worked with Ryan Verhulp of the Franklin County Prosecuting Attorney's Office for updated and accepted language.

**SUMMARY**

**Rent:** The rent is increased to \$4,190.00 per month based on the Consumer Price Index.

**Period:** October 30, 2008 to October 30, 2009

**Fund Source:** The Crisis Response funding comes from the Greater Columbia Behavioral Health or local taxes. Funding for the Assessment Center comes from the DASA contract and clients fees.

**RECOMMENDATION**

- Sign the resolution to accept the proposed addendum.
- Approve the proposed addendum by signing all the copies where indicated.

**FISCAL IMPACT**

There is no impact on the current expense budget.

**MOTION**

To approve signing the Joint Resolution to extend the lease for Crisis Response and Assessment Center for one year and to authorize the Chair to sign the addendum on behalf of the Board.

LEASE AMENDMENT

Amendment to that certain lease dated October 1, 1996 by and between McCausland/Sonju J/V ("Landlord") and Benton & Franklin Counties Dept. of Human Services ("Tenant").

To Whom:

19.1 Lease extension: The lease, at the option of the Lessee, may be extended for additional one year terms. The limit on number of extensions contained in the original lease is hereby eliminated. PROVIDED that Lessee should provide notice of its desire to renew no later than 90 days prior to expiration of any given lease term.

The lease is hereby extended to expire on October 30, 2009

Upon each renewal, the lease amount shall be adjusted to compensate for CPI as described in paragraph 4.2 but the maximum increase permitted shall be increased from 3% to 5%.

The monthly lease amount for the period of time between October 30, 2008 and October 30, 2009 shall be \$4,190.00.

All other terms and conditions of the afore-mentioned lease shall remain the same.

Signed this 2<sup>nd</sup> day of December, 2008 at North Bend, WA

Landlord: McCausland/Sonju J/V

By [Signature] Donald S. Bateman, Property Manager

Tenants: BENTON COUNTY

Signed this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_

Attest: \_\_\_\_\_ Approved as to Form: [Signature]
Chairman Clerk of the Board Benton County Prosecuting Attorney's Office

FRANKLIN COUNTY

Signed this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_

Attest: \_\_\_\_\_ Approved as to Form: [Signature]
Chairman Clerk of the Board Franklin County Prosecuting Attorney's Office

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

**COPY**

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Re-Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Substance Abuse Administrative Board	Pass Ordinance	<input type="checkbox"/>	1 <sup>st</sup> Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 <sup>nd</sup> Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

The Counties' Substance Abuse Administrative Board (SAAB) is a nine member board which reviews substance abuse treatment and prevention programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

**SUMMARY**

The terms of three positions will end on December 31, 2008. Dixie Bone and Thomas Atwood has expressed interest in being re-appointed to the Substance Abuse Administrative Board for an additional term. One position remains vacant and will be filled upon application and recommendation of the Administrative Board.

**RECOMMENDATION**

1<sup>st</sup> Sign the Joint Resolution to re-appoint Dixie Bone and Thomas Atwood to additional terms which expire December 31, 2011.

**FISCAL IMPACT**

There is no fiscal impact. These are voluntary positions.

**MOTION**

To approve signing the Joint Resolution to re-appoint Dixie Bone and Thomas Atwood to additional terms on the Substance Abuse Administrative Board with terms ending December 31, 2011.

JOINT RESOLUTION

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

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

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND  
FRANKLIN COUNTY, WASHINGTON**

IN THE MATTER OF RE-APPOINTMENTS TO THE BENTON-FRANKLIN COUNTIES'  
SUBSTANCE ABUSE ADMINISTRATIVE BOARD TO REPRESENT BENTON AND FRANKLIN  
COUNTIES

WHEREAS, Benton County Resolution #82-479 and Franklin County Resolution #82-110 created the Benton-Franklin Counties' Substance Abuse Administrative Board; and,

WHEREAS, said resolutions provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties; and,

WHEREAS, the terms Dixie Bone and Thomas Atwood expire on December 31, 2008, and each have indicated interest in being reappointed to the Board; and,

WHEREAS, the Substance Abuse Administrative Board recommends these two reappointments, leaving one vacancy on the board; NOW, THEREFORE,

BE IT RESOLVED that Dixie Bone, \_\_\_\_\_ and Thomas Atwood, \_\_\_\_\_ hereby be reappointed to the Benton-Franklin Counties' Substance Abuse Administrative Board for a three-year term each to expire on December 31, 2011.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

Copy to: Dixie Bone  
Thomas Atwood

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>
Subject:	Joint Resolution for Re-appointment to	Pass Resolution	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	The Mental Health Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 <sup>st</sup> Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 <sup>nd</sup> Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

The Counties' Mental Health Advisory Board (MHAB) is a nine member board which reviews mental health treatment programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

**SUMMARY**

The terms of Brooke DuBois, James Renner and Carol Latorre will expire on December 31, 2008 and each has expressed interest in accepting another term which will expire on December 31, 2011.

**RECOMMENDATION**

Sign the Joint Resolution to re-appoint Ms. DuBois and Latorre and Mr. Renner to terms which will expire December 31, 2011.

**FISCAL IMPACT**

There is no fiscal impact. These are voluntary positions.

**MOTION**

To approve signing the Joint Resolution to appoint Ms. BuBois and Latorre and Mr. Renner to terms on the Mental Health Advisory Board ending December 31, 2011.

**JOINT RESOLUTION**

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

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

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

IN THE MATTER OF APPOINTMENTS TO THE MENTAL HEALTH ADVISORY BOARD TO  
REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on March 5, 1990, #90-77, and by  
Franklin County on March 12, 1990, #90-36, creating the Benton-Franklin Counties' Mental  
Health Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by  
the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, the terms of Brooke DuBois, James Renner and Carol Latorre will expire on  
December 31, 2008, and

WHEREAS, each has demonstrated interest and indicated willingness to accept re-appointment  
to the Mental Health Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Brooke DuBois, residing \_\_\_\_\_ and  
James Renner residing \_\_\_\_\_ and  
Carol Latorre residing \_\_\_\_\_ be hereby re-appointed to the  
Benton-Franklin Mental Health Advisory Board to terms that will expire on December 31, 2011.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chair, Benton Co Commissioners

\_\_\_\_\_  
Chair, Franklin Co Commissioners

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

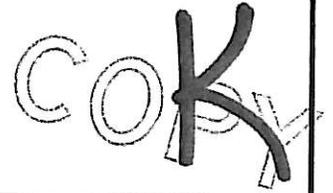
Attest: \_\_\_\_\_  
Clerk of the Board

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

Originals: Benton & Franklin County Commissioners  
Human Services

cc: DuBois, Renner and Latorre  
Prepared by Carey

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**



AGENDA ITEM	TYPE OF ACTION NEEDED	
Joint Resolution Re-appointing members to the Developmental Disabilities Advisory Board	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services' Developmental Disabilities Advisory Board consists of nine members appointed by the Boards of Commissioners for Benton and Franklin Counties. The term for three of these members will expire on December 31, 2008. Each has expressed willingness to be re-appointed and these re-appointments have been approved by the Developmental Disabilities Advisory Board.

**RECOMMENDATION**

- Sign the resolution to re-appoint three members of the Developmental Disabilities Advisory Board.

**MOTION**

To approve signing the Joint Resolution to re-appoint three members of the Developmental Disabilities Advisory Board for a three year term ending on December 31, 2011.

**JOINT RESOLUTION**

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

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

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON**

IN THE MATTER OF RE-APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES'

WHEREAS, a Joint Resolution was signed by Benton County on October 10, 2005 by resolution #05-634, and by Franklin County on September 21, 2005 by resolution #2005-391, re-creating the Benton-Franklin Counties' Developmental Disabilities Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, the terms of Beverly Miller, Susy Thomas and Christy Watts expire on December 31, 2008, and each has indicated interest in being reappointed to the Board; and,

WHEREAS, the Developmental Disabilities Advisory Board recommends these reappointments; NOW THEREFORE,

BE IT RESOLVED that Beverly Miller, \_\_\_\_\_ Susy Thomas, \_\_\_\_\_  
and Christy Watts, \_\_\_\_\_ be  
hereby reappointed to the Benton-Franklin Developmental Disabilities Advisory Board for terms of  
appointment that will expire on December 31, 2011.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

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

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

Distribution: Benton County Commissioners  
Franklin County Commissioners  
Dept. of Human Services

cc: Beverly Miller  
Susy Thomas  
Christy Watts

Carey

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**

COPY!

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #PSA- JANITORIALP2008 with Three Brothers Cleaning Service	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
Prepared By: Carol Carey	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services would like to enter into a Personal Service Agreement with Three Brothers Cleaning Service to provide janitorial services at the Department of Human Services and the Crisis Response Unit/Substance Abuse Assessment Center

**SUMMARY**

**Award:** The consideration for this PSA is \$675.00 per month for both facilities.  
**Period:** December 15, 2008 through June 30, 2009.  
**Funding Source:** Department of Human Services Fund, #108-101

**RECOMMENDATION**

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

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #PSA-JANITORIAL-2008 and authorize the Chair of each county commissioners to sign on behalf of their respective Boards.

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,  
WASHINGTON:

**IN THE MATTER OF CONTRACTING FOR THE PROVISION OF JANITORIAL SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES OFFICE, LOCATED AT 7207 WEST DESCHUTES, KENNEWICK, WASHINGTON AND CRISIS RESPONSE UNIT/SUBSTANCE ABUSE ASSESSMENT CENTER, LOCATED AT 2635 WEST DESCHUTES, KENNEWICK, WASHINGTON.**

**WHEREAS**, pursuant to Benton County Resolution #97-615, the Department of Human Services has obtained the following quotes for the provisions of janitorial services (copies attached):

Human Services:	
Vanguard Cleaning Systems .....	.\$ 395.00 per month
Tri-City Maintenance & Janitorial.....	\$ 380.50 per month
Three Brothers Cleaning Service.....	\$ 275.00 per month
Crisis Response:	
Complete Cleaning Systems .....	\$ 735.00 per month
Vanguard Cleaning Systems .....	\$ 495.00 per month
Three Brothers Cleaning Service .....	\$ 400.00 per month

**WHEREAS**, the Department of Human Services recommends accepting the lowest quote and contracting for janitorial services with Three Brothers Cleaning Service, effective December 15, 2008; **NOW THEREFORE**,

**BE IT RESOLVED**, that the contract for the provision of janitorial services be awarded to Three Brothers Cleaning Services; and

**BE IT FURTHER RESOLVED** that the Benton and Franklin County Commissioners are authorized to sign the agreement for janitorial services with Three Brothers Cleaning Services.

Dated this . . . day of . . . . ., 2008

Dated this . . . day of . . . . ., 2008

\_\_\_\_\_  
Chair, Benton Co Commissioners

\_\_\_\_\_  
Chair, Franklin Co Commissioners

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

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

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

Originals: Human Services, Franklin County, Benton County

Carey

**BENTON AND FRANKLIN COUNTIES  
ACTION SUMMARY COVER SHEET**



AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #08/09-DD-AWI with Ambitions of Washington, Inc.	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services would like to contract with Ambitions of Washington, Inc. to provide developmental disabilities services to clients in Benton and Franklin Counties. Services will include Group Supported Employment, Pre-Vocational Employment, Individual Supported Employment, Person to Person and Community Access.

**SUMMARY**

**Award:** This Agreement is Reimbursement at Fee for Service Rates  
**Period:** October 1, 2008 through June 30, 2009.  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

**There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing Agreement #08/09-DD-AWI and authorize the Chair of each county commissioners to sign on behalf of their respective Boards.

# JOINT RESOLUTION

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. 2008 539

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,  
WASHINGTON:

**IN THE MATTER OF CONTRACTING FOR THE PROVISION OF JANITORIAL SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES OFFICE, LOCATED AT 7207 WEST DESCHUTES, KENNEWICK, WASHINGTON AND CRISIS RESPONSE UNIT/SUBSTANCE ABUSE ASSESSMENT CENTER, LOCATED AT 2635 WEST DESCHUTES, KENNEWICK, WASHINGTON.**

**WHEREAS**, pursuant to Benton County Resolution #97-615, the Department of Human Services has obtained the following quotes for the provisions of janitorial services (copies attached):

Human Services:

Vanguard Cleaning Systems ..... \$ 395.00 per month  
Tri-City Maintenance & Janitorial. .... \$ 380.50 per month  
Three Brothers Cleaning Service. .... \$ 275.00 per month

Crisis Response:

Complete Cleaning Systems ..... \$ 735.00 per month  
Vanguard Cleaning Systems ..... \$ 495.00 per month  
Three Brothers Cleaning Service ..... \$ 400.00 per month

**WHEREAS**, the Department of Human Services recommends accepting the lowest quote and contracting for janitorial services with Three Brothers Cleaning Service, effective December 15, 2008; NOW THEREFORE,

**BE IT RESOLVED**, that the contract for the provision of janitorial services be awarded to Three Brothers Cleaning Services; and

**BE IT FURTHER RESOLVED** that the Benton and Franklin County Commissioners are authorized to sign the agreement for janitorial services with Three Brothers Cleaning Services.

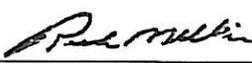
Dated this ... day of ....., 2008

Dated this 10<sup>th</sup> day of DEC., 2008

\_\_\_\_\_  
Chair, Benton Co Commissioners

  
\_\_\_\_\_  
Chair, Franklin Co Commissioners

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

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

**Neva J. Corkrum - Absent**

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

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

Attest: .....  
Clerk of the Board

Attest:   
Clerk of the Board

Originals: Human Services, Franklin County, Benton County

Carey

BENTON COUNTY TRAVEL 'ENSE REIMBURSEMENT

RECEIVE

VENDOR #: 468770      FUND: HUMAN SERVICES #0108-101      DATE: DEC 1 2 2008

NAME: Carrie Huie-Pasco      MONTH: November 2008      BENTON COUNTY

ADDRESS: \_\_\_\_\_      UNDER www.IRS.GOV/SEARCH/IRS0475

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

DATE	MEALS			TOTALS	RECEIPTS REQUIRED			REGISTRATION FEES/OTHER	TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED	
	BREAKFAST	LUNCH	DINNER		TRANSPORT (AIR/TAI)	CAR RENTAL	PARKING			PURPOSE	LOCATION
11-03									16	ESD 123- Counselor Summit	Pasco
11-04									4	MP3 mtg	Kenn.
11-04									7	Vista of Youth Center mtg	Kenn.
11-06									4	GCHD Board mtg	Kenn.
11-12				39.00					83	AHHS Mtgs.	Yakima
11-13				39.00						HHS mtgs.	
11-14	10.00	12.00		22.00					83	AHHS mtgs. - Return	Kenn.

Miles: 197      @ .585/mile (effective 7/1/08)

SUBTOTALS: Meals \$ 100.00    Lodging \$ \_\_\_\_\_    Transport \$ \_\_\_\_\_    Rental \$ \_\_\_\_\_    Other \$ \_\_\_\_\_

TOTAL REIMBURSEMENT REQUEST: \$ 215.24

CERTIFICATION

I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: Carrie Huie-Pasco

Job Title: Human Services - Director

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

DEPT	BASE	SUB	OBJECT	AMOUNT
560	560.110	4301		215.24



AGENDA ITEM: Consent		TYPE OF ACTION <u>NEEDED</u>		CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-05-09 F/C 12-15-08				
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney, Laurie L. Magan to Supervise Daniel Stovern		Pass Ordinance	Pass Motion	
Prepared By:	Kathryn M. Phillips	Other		
Reviewed By:	Sharon Paradis			

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Laurie L. Magan. Ms. Magan has served as a Criminal Defense Panel Attorney under contract with BFJJC since August 2006 and also served as legal representative to the Chemical Dependency Disposition Alternative (CDDA) board. This Professional Service Agreement will compensate Ms. Magan for the supervision of Daniel Stovern, a new criminal defense panel attorney and is for the term of January 1, 2009 through December 31, 2009.

**SUMMARY**

There are four (4) originals of the Professional Service Agreements that need to be signed by both the Benton and Franklin County Boards of Commissioners.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County approve and sign the Professional Service Agreement as written.

**FISCAL IMPACT**

Compensation for the panel attorney is set forth in Juvenile Court's budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Professional Services Agreement with Ms. Magan.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND LAURIE L. MAGAN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Laurie L. Magan, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Laurie L. Magan.

DATED this 5<sup>th</sup> day of January 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 15<sup>th</sup> day of December 2008  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

\_\_\_\_\_  
Chairman of the Bqard

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

JUDGES  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

## PROFESSIONAL SERVICES AGREEMENT TO PROVIDE SUPERVISING ATTORNEY SERVICES IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

THIS AGREEMENT is entered into by and between LAURIE L. MAGAN, attorney at law, Washington State Bar Association #34086 ("Attorney"); and BENTON COUNTY and FRANKLIN COUNTY, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

### THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law and has over two years of direct experience in representing indigent persons charged with felony, gross misdemeanor, and misdemeanor criminal offenses in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- C. Attorney has previously contracted with, and is presently under a professional services agreement with, the Counties to provide legal services to indigent persons in Juvenile Court.
- D. The Counties are contemporaneously entering into a professional services agreement with a recently-graduated and recently-licensed Washington attorney by the name of Daniel Stovern (the "New Attorney") to provide legal services to indigent persons charged with criminal offenses in Juvenile Court.
- E. Because the New Attorney presently has limited experience in litigating cases involving persons charged with criminal offenses, the New Attorney and the Counties have recognized the need to create an opportunity and process for the New Attorney to gain that experience without compromising the rights and interests of represented indigent clients via having Attorney directly and independently mentor and supervise the New Attorney.

- F. Attorney is willing and duly-qualified to mentor and supervise the New Attorney, and Attorney desires to contract with the Counties for that purpose.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Counties and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1<sup>st</sup> day of January, 2009**, and shall continue thereafter through and including the **31<sup>st</sup> day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges that the Counties have an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Juvenile Court Division. Attorney further acknowledges that the New Attorney must represent indigent persons he is appointed to represent in Juvenile Court with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of juvenile offenders in the state of Washington and generally exercised by members of the Washington State Bar Association. Without limitation in that regard, Attorney acknowledges that the New Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom the New Attorney is appointed to represent in Juvenile Court.

a. This Agreement shall be subject to termination pursuant to paragraph 7 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction. Attorney shall notify the Counties within one (1) business day if any event specified in this paragraph 2.a occurs or if any bar association complaint/grievance is filed against Attorney.

b. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

3. **ATTORNEY'S DUTIES.** Consistent with the provisions of paragraph E on page one (1) of this Agreement, the following special provisions and requirements shall be applicable to this Agreement:

a. During the period January through March 2009, Attorney shall mentor and supervise the New Attorney in the following manner:

(i) Attorney shall spend an average of 48 hours per month directly supervising and mentoring the New Attorney to include, without limitation, case process review, case staffing, and consultation.

(ii) Attorney shall spend an average of 1 day per week attending the New Attorney's Juvenile Court dockets to observe and monitor the New Attorney's performance for purposes of providing the New Attorney with constructive critique, guidance, and performance improving recommendations.

b. ~~During the period April through June 2009:~~

(i) Attorney shall spend an average of 20 hours per month directly supervising and mentoring the New Attorney to include, without limitation, case process review, case staffing, and consultation.

(ii) Attorney shall periodically attend the New Attorney's Juvenile Court dockets to observe and monitor the New Attorney's performance for purposes of providing the New Attorney with constructive critique, guidance, and performance improving recommendations.

c. During the period July through December 2009:

(i) Attorney shall continue to directly supervise and mentor the New Attorney on a level and frequency to be determined and directed by Attorney after recommendation to, and consultation with, the JJC Administrator and the Benton-Franklin Indigent Defense Coordinator ("IDC").

(ii) Attorney shall continue to provide advice and guidance to the New Attorney on an as-needed and/or as-requested basis.

d. Without limiting Attorney's duty and obligation to promptly report any and all problems or concerns over the New Attorney's performance to the Juvenile Justice Center Administrator ("JJC Administrator") and the Benton-Franklin Bi-County Indigent Defense Coordinator ("IDC"), Attorney shall provide four (4) written reports to the JJC Administrator and the IDC that comply with the following report timing and content requirements:

(i) The first written report shall be due and provided on January 30, 2009, and shall set forth and describe Attorney's assessment of the New Attorney's initial month of performance and set forth and describe any areas of deficiency or concern to be addressed during the next two months.

(ii) The second written report shall be due and provided on March 20, 2009, and shall set forth an accounting of the hours (documented and stated in one-tenth hour intervals) spent by Attorney providing direct supervision, mentoring, and guidance to the New Attorney; shall specifically identify any issues or concerns that Attorney has over the New Attorney's performance that require attention and correction; and shall set forth Attorney's assessment as to whether or not the New Attorney has made sufficient progress and gained sufficient direct experience to allow and warrant a reduction in supervision.

(iv) The third written report shall be due and provided on June 17, 2009, and shall set forth an accounting of the hours (documented and stated in one-tenth hour intervals) spent by Attorney providing direct supervision, mentoring, and guidance to the New Attorney; shall specifically identify any

issues or concerns that Attorney has over the New Attorney's performance that require attention and correction; and shall set forth Attorney's assessment as to whether or not the New Attorney has made sufficient progress and gained sufficient direct experience to allow and warrant that the supervision and mentoring of the New Attorney over the balance of 2009 only occur on an as-needed and/or as-requested basis.

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(v) The fourth written report shall be due and provided on September 15, 2009, and shall specifically identify any new or remaining unresolved issues or concerns that Attorney has over the New Attorney's performance; and shall set forth Attorney's assessment as to whether or not the New Attorney has made sufficient progress and gained sufficient direct experience to allow and warrant the supervision of the New Attorney to only occur on an as-needed and/or as-requested basis

4. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the months of January through March 2009, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$1,400.00 per month** (proratable for any partial month), payable on the last business day of the month.

b. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the months of April through June 2009, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$700.00 per month** (proratable for any partial month), payable on the last business day of the month.

c. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the months of July through December 2009, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, **\$30.00 per hour**, not to exceed an aggregated maximum of 10 hours in any given month without prior written approval from the JJC Administrator. By the fifth day of the month following the month in which services were rendered, Attorney shall be required to submit a vendor warrant payment voucher to the JJC Administrator that descriptively sets forth and details the total number of hours (documented and stated in one-tenth hour intervals) expended by Attorney under this Agreement and that further describes and details the particular actions taken by Attorney that correspond to such expended and billed hours. Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the Counties. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the JJC Administrator's review and final approval for payment. The Counties shall have the right to deny payment of any voucher that is not timely submitted by Attorney for review and payment. Duly-approved compensation under this paragraph 4.c will be paid to Attorney on the last business day of the month.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above.

5. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's acts, defaults, errors and/or omissions of whatsoever nature in the performance of services under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of their elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the Counties only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

6. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 6.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement

Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

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(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Juvenile Justice Center, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 6.b shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 6.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the Counties and their respective then-designated Risk Managers with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 6, and Attorney shall annually provide the Risk Managers with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

7. **TERMINATION.** Either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. This Agreement shall automatically terminate upon the termination of the New Attorney's professional services agreement to provide legal services to indigent persons charged with criminal offenses in Juvenile Court.

8. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the Counties or the Juvenile Justice Center for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional judgment to determine the manner and means of providing the services required under this Agreement; and neither the Counties, the Counties' Indigent Defense Coordinator,

nor the Juvenile Justice Center shall have any authority or duty to directly control the actual performance of Attorney's services hereunder.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

10. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

11. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

12. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

13. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

14. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

15. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration in the Tri-Cities, Washington. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton-Franklin Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in superior court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in superior court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

16. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the Counties under this Agreement shall be in writing and shall be personally delivered to the Counties' respective Board of Commissioners or mailed to the Counties' respective Board of Commissioners via certified U.S. mail, postage prepaid, at the Boards' following respective addresses:

Benton County Board of Commissioners  
620 Market St.  
Prosser, WA 99350

Franklin County Board of Commissioners  
1016 N. Fourth Ave.  
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Sharon A. Paradis  
Benton-Franklin Juvenile Justice Center Administrator  
5606 W. Canal Place, Ste. 106  
Kennewick, WA 99336

Eric Hsu  
Bi-County Indigent Defense Coordinator  
Benton-Franklin Office of Public Defense  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the Counties to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in Attorney's other existing professional services agreement with the Counties to provide legal representation in Juvenile Court.

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c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

17. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

Attorney

Benton Franklin Counties  
Juvenile Justice Center

Laurie L. Magan 12-10-08  
Laurie L. Magan Date

Sharon A. Paradis 12/11/08  
Sharon A. Paradis Date

Approved as to Form:

Indigent Defense Coordinator

Timothy G. Klashke 12/10/08  
Timothy G. Klashke, Attorney at Law.....Date

BENTON COUNTY APPROVAL

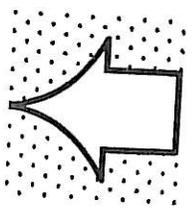
FRANKLIN COUNTY APPROVAL

By: \_\_\_\_\_  
Name: Claude L. Oliver  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert E Koch  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

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

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



P

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-05-09 F/C 12-15-08			
SUBJECT: Professional Services Agreement for Criminal Defense Panel Attorney - Daniel Stovern		Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

**BACKGROUND INFORMATION**

Attached for Board review and approval is the Professional Service Agreement between the Benton-Franklin Counties Juvenile Justice Center (BFJJC) and Defense Panel Attorney, Daniel Stovern. Mr. Stovern has served as a criminal defense panel attorney with Phelps and Associates of Spokane, Washington and as a legal intern at the Spokane County's Prosecutor's Office. This negotiated Professional Service Agreement meets the current Office of Public Defense standards and is for the term of January 1, 2009 through December 31, 2009.

**SUMMARY**

There are four (4) originals of the Professional Service Agreements for Legal Representation of Indigent Individuals in Benton and Franklin Counties Superior Court Juvenile Division that need to be signed by both the Benton and Franklin County Boards of Commissioners.

**RECOMMENDATION**

We recommend that the Board of Commissioners of Benton County approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

**FISCAL IMPACT**

Compensation for the panel attorney is set forth in the approved Juvenile Court's 2009 budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Professional Services Agreement with Mr. Stovern.

**JOINT RESOLUTION**

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

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

---

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DANIEL STOVERN, and,**

**WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Daniel Stovern, be approved as presented; and**

**NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Daniel Stovern.**

**DATED this 5<sup>th</sup> day of January 2009  
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 15<sup>th</sup> day of December 2008  
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:  
Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:  
Constituting the Board of  
County Commissioners,  
Franklin County, Washington

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

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

JUDGES  
Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

### PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION

**THIS AGREEMENT** is entered into by and between **Daniel Stovern**, attorney at law, Washington State Bar Association #40253 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

#### **THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is a recent law school graduate who has successfully been admitted to the Washington State Bar and now engaging in the private practice of law in the Tri-Cities, Washington.
- C. Attorney desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- D. Attorney needs some additional direct experience litigating cases involving persons charged with criminal offenses, and Attorney and the Counties recognize the need to create an opportunity and process for Attorney to gain that experience without compromising the rights and interests of represented indigent clients via limiting the number and types of cases appointed to Attorney for a period of time and via having an experienced attorney also under contract with the Counties to provide criminal defense services in Juvenile Court directly and independently mentor Attorney and supervise and report on Attorney's performance and progress under this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Counties and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1<sup>st</sup> day of January, 2009**, and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law a **PO Box 4967, Pasco, Washington 99302**. Attorney's current local office telephone and fax numbers are **(509) 509-434-8834** respectively; and Attorney's current office/work e-mail address is **dstovern@lawschool.gonzaga.edu**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Counties, the Juvenile Justice Center Administrator ("JJC Administrator"), the Benton-Franklin Bi-County Indigent Defense Coordinator, the Benton County Prosecuting Attorney, and the Franklin County Prosecuting Attorney.

c. The Counties prefer that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact from represented persons.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the Counties have an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Juvenile Court Division. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of juvenile offenders in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has not been found by a court of competent jurisdiction to have rendered ineffective assistance of counsel to a criminal defendant; has not been censored, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints/grievances filed and pending against him/her.

(i) This Agreement shall be subject to termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the Counties within one (1) business day if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint/grievance is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the Counties may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During calendar year 2009, Attorney shall be required to obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the JJC Administrator with written proof and confirmation that such CLE credits have been obtained no later than by December 31, 2009. Additionally, during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The Counties may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the JJC Administrator with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31, 2009.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff; will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such

services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

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f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

#### 4. **OTHER INDIGENT DEFENSE AGREEMENTS.**

a. The Counties have entered into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons in the Juvenile Court Division. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Juvenile Court, and the JJC Administrator to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Juvenile Court Criminal Defense Panel"). The JJC Administrator shall have the inherent discretion and authority to monitor and control (and potentially modify/change) such process.

b. Additionally, the Counties have entered into separate and independent professional services agreements with other licensed attorneys to primarily provide legal representation to indigent persons subject to civil proceedings in the Juvenile Court Division (collectively the "Juvenile Court Civil Defense Panel").

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Juvenile Court

Division in which publicly-provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony, gross misdemeanor, or misdemeanor matter filed or otherwise pending under RCW Title 13 (and/or under any other applicable Washington law) in the Juvenile Court Division.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any diversion referral consultation and/or diversion revocation proceeding.
- Any material witness or truancy matter (limited to only those truancy matters scheduled on first-appearance dockets).
- Any case or matter returned to the Juvenile Court Division from any higher court.
- Any other type of Juvenile Court Division case or matter (regardless of whether criminal-based or civil-based) in which another Juvenile Court Criminal Defense Panel member and/or a Juvenile Court Civil Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Juvenile Court is unable to handle due to a conflict of interest.

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded during the term of this Agreement, and Attorney's obligation to fully complete all cases encompassed by this Agreement following its termination date shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement.

(i) By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a non-homicide crime after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation.

(ii) By way of further example, in the event that Attorney is required by this paragraph to continue representing a person charged with a homicide after the termination date of this Agreement, the only compensation that Attorney would be entitled to receive as a result of such continued, post-termination representation is specified in paragraph 13 below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Juvenile Court shall

be limited to the sixty (60) day period following the termination date for the following types of matters:

- (i) Any civil-based matter,

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- (ii) Any deferred disposition matter,
- (iii) Any matter involving a juvenile terminated from Drug Court,
- (iv) Any matter involving a juvenile for whom a warrant has been issued;
- (v) Special Sex Offender Disposition Alternative Revocation hearings;
- (vi) Chemical Dependency Disposition Alternative Revocation Hearings; and/or
- (vii) Any case where personal service is not effected within thirty (30) days of the date of the notice of termination.

7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Juvenile Court Division up to a maximum of **two hundred twenty-five (225) total case equivalents per calendar year** (proratable for any partial calendar year).

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A felony appointment shall be counted as one (1) case equivalent.
- A misdemeanor appointment shall be counted as one-half (1/2) of a case equivalent.
- An appointment to a dependency case shall count as five (5) case equivalents per year.
- An appointment on a mental or alcohol commitment shall count as one-third (1/3) of a case equivalent.
- An appointment on a Child In Need of Services (CHINS), Alternative Residential Placement (ARP), or a Youth at Risk Petition (YARP) shall count as two-thirds (2/3) of a case equivalent.
- An appointment on a declination hearing shall count as one (1) case equivalent (in addition to the applicable case equivalent for the underlying offense if the case is disposed of in Juvenile Court; i.e., jurisdiction retained by Juvenile Court).
- An appointment to a termination case shall count as five (5) case equivalents per year.

- Assignment to miscellaneous rotating "attorney of the week" matters including, without limitation, contempts, probation violations, diversion counsels, material witness matters, and truancies, shall count as one-third (1/3) of a case equivalent per matter.

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- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the court shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Juvenile Court and Attorney continues representing the same person in such matter (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent.

d. Throughout the term of this Agreement, the JJC Administrator shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The JJC Administrator shall provide copies of such records to the Counties and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the JJC Administrator in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

9. **CLIENT ELIGIBILITY.** The Juvenile Court Division (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-provided

representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Juvenile Court Division of such possibility for purposes of the Juvenile Court Division (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Juvenile Court Division (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Juvenile Court Division's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Juvenile Court Division to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Juvenile Court Division to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally-recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Juvenile Court aware of such development for purposes of the Juvenile Court taking immediate action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Juvenile Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment

to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney shall use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make sooner initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make sooner contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone) such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder (except for miscellaneous attorney-of-the-week matters, including, but not limited to probation violations, contempts, and review hearings). Attorney shall retain such case records in their entirety (or a complete and legible copy thereof) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded, until the represented person reaches the age of twenty-one (21) years, or until an incarcerated represented person is released from incarceration, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the JJC Administrator of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

## 12. MONTHLY COMPENSATION.

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the months of January through March 2009, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$ \$4,223.06 per month** (proratable for any partial month), payable on the last business day of the month.

b. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the months of April through June 2009, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$4,750.94 per month** (proratable for any partial month), payable on the last business day of the month.

c. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the months of July through December 2009, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$5,278.82 per month** (proratable for any partial month), payable on the last business day of the month.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective November 30, 2009, the above-stated **\$5,278.82** monthly payment to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the Counties; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide cases. By way of further example, if this Agreement is terminated effective November 15, 2009, the above-stated **\$5,278.82** monthly payment of to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the Counties; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of said monthly payment amount) as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide cases.

e. Attorney acknowledges and agrees that the above-stated compensation to Attorney (exclusive of the below-described additional compensation Attorney would be entitled to receive for homicide cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total of 225 case equivalents.

13. **HOMICIDE CASE COMPENSATION.** Homicide cases are appointed to the Juvenile Court Criminal Defense Panel members on a rotational basis. Attorney shall receive additional compensation for appointments to homicide cases in any degree at the rate of **\$65.00 per hour** up to a maximum aggregate amount of \$5,000.00 per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity).

a. Payment of any such additional compensation is based on time expended on the case by Attorney only. Time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the Counties.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide case, Attorney shall be required to submit a vendor warrant payment voucher to the JJC Administrator that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10<sup>th</sup>) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the Counties. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the Counties shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the Counties for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The Counties recognize, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the Counties would be obligated to pay and reimburse to employees of the Juvenile Justice Center under then-existing employee travel-related policies and rules.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the Counties that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the Counties. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the JJC Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the Counties shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A felony matters hereunder in the Juvenile Court Division that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Juvenile Court appoint one of the other Juvenile Court Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Juvenile Court Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Juvenile Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Juvenile Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and

to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of their elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the Counties only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Juvenile Justice Center, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and

indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the Counties and their respective then-designated Risk Managers with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the Risk Managers with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the Counties or the Juvenile Justice Center receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the person that describes and details the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the Counties and the JJC Administrator.

a. Upon receiving such complaint, the JJC Administrator, without limitation to any other action the Counties may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the Counties, the JJC Administrator, and the represented person within five (5) business days). The JJC Administrator shall immediately forward copies of the complaint and Attorney's response to the Juvenile Court's Supervising Judge and Court Commissioners ("Juvenile Court Bench") for their review and action they may deem necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The JJC Administrator shall follow-up with the Juvenile Court Bench within five (5) business days thereafter to confirm that the complaint has been, or is in the process of being, addressed and disposed of.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and

without limitation to any other means or methods of performance monitoring/evaluation the Counties may deem necessary/appropriate, Attorney acknowledges that the Counties have the right to periodically ask, without limitation, the Juvenile Court Bench and/or the JJC Administrator and/or other attorneys and/or persons represented by Attorney to provide the Counties with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, however, such inquiry shall not be made of the person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the Counties and/or the Juvenile Justice Center relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

Further, in the event that the Juvenile Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the Counties and/or the Juvenile Justice Center relating to such substitute appointment(s).

b. In addition to the above-referenced automatic termination provisions, the Counties may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The Counties right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

c. In addition to the foregoing provisions regarding termination, Attorney may elect to terminate this Agreement with or without cause or reason by providing the Counties with sixty (60) days advance written notice of such election; and the Counties may elect to terminate this Agreement with or without cause or reason by providing Attorney with thirty (30) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of the applicable notice period.

d. In any event, consistent with the provisions of paragraph 12.c. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the Counties in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the Counties or the Juvenile Justice Center for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the Counties, the Counties' Indigent Defense Coordinator, nor the Juvenile Justice Center shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Juvenile Court Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Juvenile Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the Counties for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the Bi-County Indigent Defense Coordinator on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law during the term of this Agreement and is unable to obtain the assistance of the other

Juvenile Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Counties and the JJC Administrator) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the Counties for such substitution(s).

(ii) Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the Counties may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Juvenile Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than Juvenile Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the JJC Administrator's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the JJC Administrator's sole and absolute discretion. Any judicial

services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

27. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration in the Tri-Cities, Washington. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton-Franklin Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in superior court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in superior court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the Counties under this Agreement shall be in writing and shall be personally delivered to the Counties' respective Board of Commissioners or mailed to the Counties' respective Board of Commissioners via certified U.S. mail, postage prepaid, at the Boards' following respective addresses:

Benton County Board of Commissioners  
620 Market St.  
Prosser, WA 99350

Franklin County Board of Commissioners  
1016 N. Fourth Ave.  
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Sharon A. Paradis  
Benton-Franklin Juvenile Justice Center Administrator  
5606 W. Canal Place, Ste. 106  
Kennewick, WA 99336

Eric Hsu  
Bi-County Indigent Defense Coordinator  
Benton-Franklin Office of Public Defense  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the Counties to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2 above.

~~c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.~~

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the Counties have employed a Bi-County Indigent Defense Coordinator ("IDC") to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the Counties. Attorney further acknowledges that the Counties will have the right and discretion to direct and have the acting IDC assume and fulfill various roles and functions under this Agreement. Though the IDC will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the IDC to allow for the effective monitoring and evaluation of Attorney's performance under and compliance with this Agreement.

35. **SUPERVISING ATTORNEY REQUIREMENT.** Consistent with, and to implement and effectuate, the provisions of paragraph D on page one (1) of this Agreement, the following special provisions and requirements shall be applicable to this Agreement:

a. During the term of this Agreement and for purposes of this Agreement, Attorney shall be mentored and supervised by an experienced attorney (the "Supervising Attorney") designated by the JJC Administrator in her absolute discretion. Attorney understands and agrees that such mentoring and supervision shall be provided only by and through the Supervising Attorney, and Attorney shall not seek or obtain advice or guidance from any other attorney or person regarding how to perform the legal representation services required from Attorney under this Agreement except

as may be otherwise previously approved by the Supervising Attorney in writing. Attorney understands and acknowledges that the restrictions imposed by the foregoing sentence are necessary and intended to preclude the potential of Attorney consulting with other attorneys who may not possess sufficient knowledge and/or direct experience in Juvenile Court matters.

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b. During the period January through March 2009:

(i) Attorney shall spend an average of 48 hours per month being directly supervised and mentored by the Supervising Attorney to include, without limitation, case process reviews, case staffing, and consultation.

(ii) Attorney shall spend an average of 1 day per week attending and observing the Supervising Attorney's court docket, and the Supervising Attorney shall attend, observe, and monitor Attorney's performance under this Agreement during Attorney's court dockets for purposes of providing Attorney with constructive critique, guidance, and recommendations regarding Attorney's performance.

(iii) No felony cases will be appointed to Attorney.

c. During the period April through June 2009:

(i) Attorney shall spend an average of 20 hours per month being directly supervised and mentored by the Supervising Attorney to include, without limitation, case process review, case staffing, and consultation.

(ii) Attorney shall periodically attend and observe the Supervising Attorney's court docket, and the Supervising Attorney shall periodically attend, observe, and monitor Attorney's performance under this Agreement during Attorney's court dockets for purposes of providing Attorney with constructive critique, guidance, and recommendations regarding Attorney's performance.

(iii) Attorney may begin receiving court appointments to lower-level felony cases.

d. During the period July through December 2009:

(i) Attorney shall continue to participate in being directly supervised and mentored by the Supervising Attorney on a level and frequency to be determined and directed by the Supervising Attorney after recommendation to, and consultation with, the JJC Administrator and the IDC.

(ii) Attorney shall continue to seek and obtain the Supervising Attorney's advice and guidance on an as-needed and/or as-requested basis.

e. During the term of this Agreement, the Supervising Attorney shall provide periodic written reports to the JJC Administrator and the IDC which reports shall, without limitation, set forth the Supervising Attorney's assessment of Attorney's performance under this Agreement, the number of hours spent by the Supervising Attorney supervising and mentoring Attorney, and the method and manner in which the

supervision and mentoring of Attorney occurred. Attorney fully recognizes, understands, and agrees that the Counties will be reviewing, considering, and relying on said periodic reports for purposes of the Counties assessing whether or not Attorney's performance has reached a sufficient and sustained level to warrant the continuation of this Agreement for its entire term.

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement on the date set forth below.

**Attorney**

**Benton Franklin Counties  
Juvenile Justice Center**

*Daniel Stovern* 12/10/08  
Daniel Stovern Date

*Sharon A. Paradis* 12/11/08  
Sharon A. Paradis Date

Approved as to Form:

Indigent Defense Coordinator

*Timothy G. Klashke* 12/10/08  
Timothy G. Klashke, Attorney at Law.....Date

**BENTON COUNTY APPROVAL**

**FRANKLIN COUNTY APPROVAL**

By: \_\_\_\_\_  
Name: Max E. Benitz, Jr.  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Robert E Koch  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_

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

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

8

# RESOLUTION

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

**IN THE MATTER OF A PERSONAL SERVICE AGREEMENT WITH ANDREA SALINAS FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN DISTRICT COURT**

**WHEREAS**, the Board of County Commissioners and Andrea Salinas both desire to enter into a Personal Service Agreement effective January 1, 2009; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby approves the attached Personal Service Agreement for Legal Representation of Indigent Individuals Charged with Misdemeanors in District Court with Andrea Salinas for the period January 1, 2009 through December 31, 2010.

Dated this ..... day of ....., 2009.

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Original: file  
cc: Auditor (Rosie); PA (R. Ozuna); Andrea Salinas; District Court

LSK



## PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

THIS AGREEMENT is entered into by and between Andrea M. Salinas, attorney at law, Washington State Bar Association #40057 ("Attorney") dba Andrea M. Salinas, 8797 W Gage Blvd Ste 205A, Kennewick, WA; and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

### THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of January 1, 2009, and shall continue thereafter through and including the 31st day of December 2010, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at Andrea M. Salinas, Attorney at Law, 8797 W Gage Blvd Ste 205A, Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are (509) 783-2233/(509) 783-2234 and (509) 783-2235 respectively; and Attorney's current office/work e-mail address is [salinas2001@gmail.com](mailto:salinas2001@gmail.com).

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address,

provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the

event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, beginning in calendar year 2009, Attorney shall be required to obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Indigent Defense Coordinator with written proof and confirmation that such CLE credits have been obtained no later than by December 31<sup>st</sup> of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington State Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the IDC with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31<sup>st</sup> of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and

efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than by the 15<sup>th</sup> day of each month during the term of this Agreement, Attorney shall provide the IDC with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County District Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any material witness matter relating to a case or matter filed in Benton County District Court.
- Any case or matter returned to the Benton County District Court from any higher court.
- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

**6. CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement. By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a crime or other matter after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation, except for any court-authorized cost reimbursements specified in paragraph 13.b below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County District Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

- (i) Any civil-based matter;
- (ii) Any matter involving a represented person for whom a warrant has been issued; and

- (iii) Any case where personal service is not effected within thirty (30) days of the date of the notice of termination.

c. Attorney will be appointed to no new cases under this Agreement during the thirty (30) day period prior to its termination date specified in paragraph 1 above if Attorney provides written notice to the County at least sixty (60) days prior to such termination date of Attorney's desire and intent to not pursue contracting with the County again to provide indigent defense services in Benton County District Court after such termination date. Attorney may belatedly provide such written notice at any time within said sixty (60) day time period, but the appointment of new cases to Attorney will not stop until thirty (30) days after the date such notice is received by the County.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County District Court up to a maximum of three hundred and sixty (360) total case equivalents per calendar year (proratable for any partial calendar year) for calendar year 2009 with downward adjustment in 2010 as indicated in paragraph 12.b below. The date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.
- A probation violation appointment shall be counted as one-half (1/2) case equivalent.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.
- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.
- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the IDC following consultation.
- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of

retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the IDC may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such

records, otherwise such records shall be conclusively presumed as being accurate.

9. **CLIENT ELIGIBILITY.** The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Benton County District Court of such possibility for purposes of the District Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Benton County District Court (or its designee) then determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County District Court aware of such development for purposes of the District Court taking immediate action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators

and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney shall use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone) such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the IDC of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

12. MONTHLY COMPENSATION.

a. During calendar year 2009, Attorney's monthly compensation hereunder shall be **\$4,830.00 per month** (proratable for any partial month), payable on the last business day of the month for handling **360 total case equivalents** during the calendar year.

b. During calendar year 2010, Attorney's monthly compensation hereunder shall be **\$5,071.67 per month**, (proratable for any partial month), payable on the last business day of the month for handling **340 total case equivalents** during the calendar year.

c. In addition to the stated monthly compensation, during calendar year 2009, Attorney shall receive \$200 per day for each full day of trial and \$100 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Commencing in calendar year 2010, Attorney shall receive \$300 per day for each full day of trial and \$150 for each partial day of trial.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2009, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2009, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive

compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

13. COSTS AND EXPENSES.

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the County would be obligated to pay and reimburse to employees of the Benton County District Court under then-existing employee travel-related policies and rules.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s)

(unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability

insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County District Court, and its elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 15.b. shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 15.b throughout the entire term of this Agreement and throughout any other longer time period during which

Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 15, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Benton County District Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the IDC have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's

performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. TERMINATION.

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

Further, in the event that the Benton County District Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County relating to such substitute appointment(s).

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.d. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide indigent defense representation in Benton County District Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's IDC, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a. and 19.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the IDC on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County District Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the District Court Administrator and the IDC) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the IDC with written notice of such event within five (5) business days of Attorney being called up so that the IDC and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

20. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County District Court.

21. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

22. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than Benton County District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the IDC's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the IDC's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

24. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

25. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

26. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

27. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

28. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

29. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration

pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. NOTICES.

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be personally delivered to the County's Board of Commissioners or mailed to the County's Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

Benton County Board of Commissioners  
620 Market St.  
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Jacki Lahtinen  
Benton County District Court Administrator  
7122 West Okanogan Place, Building A  
Kennewick, WA 99336

Eric Hsu  
Indigent Defense Coordinator  
Benton-Franklin Office of Public Defense  
7122 West Okanogan Place, Building A  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2a. above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

31. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

32. **INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the County has established and employed the IDC to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the IDC to assume and fulfill various roles and functions under this Agreement. Though the IDC will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the IDC to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

DATE: \_\_\_\_\_

BENTON COUNTY

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

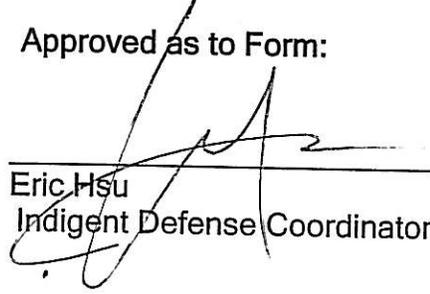
\_\_\_\_\_  
Commissioner

DATE: 12/19/8

ATTORNEY

  
\_\_\_\_\_  
Andrea M. Salinas

Approved as to Form:

  
\_\_\_\_\_  
Eric Hsu  
Indigent Defense Coordinator







<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		<u>S</u>	
Meeting Date:	January 5, 2009	Execute Contracts	<u>  X  </u>	Consent Agenda	<u>  X  </u>
Subject:	Messenger Contracts	Pass Resolution	<u>      </u>	Public Hearing	<u>      </u>
Prepared by:	Kathleen Galioto	Pass Ordinance	<u>      </u>	1st Discussion	<u>      </u>
Reviewed by:		Pass Motion	<u>      </u>	2nd Discussion	<u>      </u>
		Other	<u>      </u>	Other	<u>      </u>

**BACKGROUND INFORMATION**

Benton-Franklin Counties Juvenile Justice and Human Services Departments and Benton County, by and through their various departments, requires the professional services of Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County.

**RECOMMENDATION**

Approve and sign the Personal Services Contract between Benton-Franklin Counties and Inter-City Legal Processing & Messenger Service and Benton County and Inter-City Legal Processing & Messenger Service.

**ACTION**

Move to approve the Personal Service Contract between Benton County and Benton-Franklin Counties and Inter-City Legal Processing & Messenger Service.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING APPROVAL FOR THE CONTRACT BETWEEN INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE AND BENTON COUNTY

WHEREAS, the County, by and through its various departments, requires the professional services of Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County; and

WHEREAS, the agreement provides for messenger delivery, as well as personal and non-personal service of process; and

WHEREAS, it is in the best interests of the County to have messenger service; and

WHEREAS, it is believed that Inter-City Legal Processing & Messenger Services will provide the best messenger service; **NOW THEREFORE**

**BE IT RESOLVED**, that the Benton County Board of Commissioners approves the Contract and is authorized to sign the same.

Dated this ..... day of ....., 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: .....  
Clerk of the Board

Original: Commissioners

c: Prosecuting Attorney, Clerk, Coop Ext., OPD, Personnel, Kathleen Galioto

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE**, with its principal offices at 518 W. Shoshone, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

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

**2. DURATION OF CONTRACT**

- a. The term of this Contract shall begin immediately upon execution by the COUNTY and shall expire one year (365 days) from the date of execution. 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.
- b. The COUNTY may, at its option, and with the approval of the CONTRACTOR, renew the term of this Contract up to a maximum of three (3), one (1) year terms. The CONTRACTOR shall be notified in writing of the COUNTY'S intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original Contract term.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in **Exhibit "A, Scope of Work"**, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR: Dina P. Navejar  
Inter-City Legal Processing & Messenger Service  
518 W. Shoshone  
Pasco, WA 99301  
(509) 547-6062
- b. For COUNTY: Chairman, Board of County Commissioners  
P.O. Box 190  
Prosser, WA 99350  
(509) 786-2046

5. **COMPENSATION**

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in **Exhibit B, "Compensation"**, which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$30,000.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit B**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time

CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.
- h. If the contractual dollar limit is reached before the expiration of the Contract, each department head or elected official requesting service may authorize, in writing, further supplemental expenditures under the existing contract providing this amount does not exceed \$1,500.00 or 5-percent of the total dollar amount of the contract. For amounts exceeding the additional authority of \$1,500.00 provided for under this Contract, a written amendment to the Contract will be required in accordance with Section 6 below.

6. AMENDMENTS AND CHANGES IN WORK

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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.

In the case of negligence of both COUNTY and CONTRACTOR, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

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

8. **INSURANCE**

a. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

b. **Other Insurance Provisions:**

(1) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

**Risk Manager**  
Benton County Prosecuting Attorney's Office  
7320 W. Quinault Avenue  
Kennewick, WA 99336

- (3) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (4) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. **TERMINATION**

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

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR does not employ any subcontractors. In the event that CONTRACTOR does employ subcontractors to assist CONTRACTOR in the performance of this Agreement, the CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

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

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

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

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

Approved and accepted by the undersigned Benton County Elected Officials and/or Department Directors:

**CLERK'S OFFICE**

*Josie Delvin*  
Josie Delvin, Clerk of the Superior Court

Date: 11-24-08

**COOPERATIVE EXTENSION OFFICE**

*Marianne Ophardt*  
Marianne Ophardt, Chairman

Date: 12/1/08

**PERSONNEL DEPARTMENT**

*Melina Wenner*  
Melina Wenner, Manager

Date: 11/21/08

**PROSECUTING ATTORNEY**

*Andy Miller*  
Andy Miller, Prosecuting Attorney

Date: 11/25/08

**OFFICE OF PUBLIC DEFENSE**

*Rafael Gonzalez*  
Rafael Gonzalez, Indigent Defense Coordinator

Date: 12/17/08

78 HSU

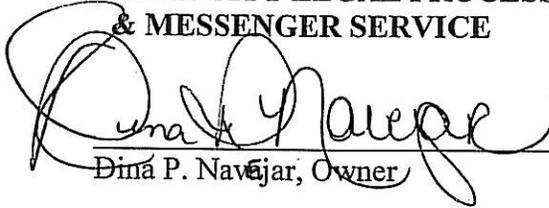
The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: \_\_\_\_\_

Dated: \_\_\_\_\_

**INTER-CITY LEGAL PROCESSING  
& MESSENGER SERVICE**

**BENTON COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Dina P. Navajjar, Owner

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

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

APPROVED AS TO FORM:

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

Date: 12/31/08

## EXHIBIT A – SCOPE OF WORK

**1.0 PURPOSE:** The County, by and through its various departments, requires the professional services of Contractor for process service and delivery of documents to attorneys, businesses, and individuals in Benton County. Legal messenger services to be provided by the Contractor include: messenger delivery, as well as personal and non-personal service of process.

1.1 The following County departments will be serviced by this Contract:

- a. Superior Court Clerk  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99338  
(509) 735-8388  
**Contact Person: Jackie Hill**
  
- b. Cooperative Extension Office  
5600-E, W. Canal Drive, A104  
Kennewick, WA 99336  
(509) 735-3551  
**Contact: Eileen Hewitt**
  
- c. Office of Public Defense  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336  
(509) 222-3700  
**Contact: Rafael Gonzales**
  
- d. Personnel Department  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336  
(509) 737-2777  
**Contact: Melina Wenner**
  
- e. Prosecuting Attorney's Office  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336  
(509) 735-3591  
**Contact: Margaret Ault**

1.2 Each County department has designated a Contact person. *See* Section 1.1 above. The designated Contact person will serve as the liason between the County and the Contractor with respect to the implementation of this Contract (*i.e.*, receiving requests for service, submission of invoices for services rendered, etc.). With respect to issues arising as a result of the terms or conditions of this contract, refer

to Section 4 and Section 8(c)(2) of the Personal Services Contract Terms and Conditions, at page 5.

- 1.3 Additional County departments may be added at a future date should other County departments require messenger service by providing written notice of the same to the Contractor. Service to additional County departments will be accommodated via an amendment to the Contract in accordance with Section 6 of the Personal Services Contract Terms and Conditions.

## **2.0 SERVICES PROVIDED:**

- 2.1 **LEGAL MESSENGER PICK-UP/DELIVERY:** By request, the Contractor shall pick up legal documents, letters, packages, and materials from the County departments identified in Section 1.1 above for delivery to businesses and residences throughout Benton County. Legal documents will also be delivered to the County departments identified in Section 1.1, above, from other locations throughout the County.
- 2.2 **PROCESS SERVICES.** By request, the Contractor shall pickup and then serve legal process (summons, complaint, petitions, orders, etc.) as well as other legal documents. Process service may involve contact with angry or hostile individuals. Service may include, in addition to residences, delivery and service to municipal police stations, correctional institutions, mental health facilities, substance abuse treatment facilities, and other medical sites such as hospitals or rehabilitation facilities.
  - 2.2.1 The Contractor will complete process service in a cost effective manner and within the timeframe requested by the requesting County department whenever possible.
  - 2.2.2 Upon successful completion of process service, the Contractor will prepare and transmit an affidavit of service or similar type of documentation demonstrating successful service or attempts at service to the requesting County department using proper legal format.
- 2.3 **OTHER SERVICES.** The Contractor shall also provide the following service requirements, which may apply to messenger or service tasks:
  - 2.3.1 Provide service during other than routine business hours, including weekends and evenings.
  - 2.3.2 All documents will be considered to be time sensitive, and the Contractor's performance shall be reviewed as to timeliness of response and ability to meet legal deadlines. Failure to meet a service or filing deadline may be cause for immediate suspension or termination of this Contract.

2.3.3 At the request of the County, the Contractor may provide additional services such as brief investigations, photographs, unofficial translations (both written and verbal) and other services. These services will be billed by the Contractor at time (\$ 35.00 per hour) and cost of materials as needed and will be billed by written invoice to the requesting department in accordance with Section 3.3 below.

### **3.0 SPECIAL TERMS AND CONDITIONS.**

3.1 PRICE ADJUSTMENTS. Prices shall remain as stated for the initial term of this Contract. Any Contractor requested price adjustment(s) must be submitted within thirty (30) days prior to the Contract's anniversary date. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The County will analyze the request and compare it against market prices and the Consumer Price Index. If the County and the Contractor agree to a price adjustment, it shall be affected through a written contract amendment.

3.2 NO GUARANTEED QUANTITIES. The Contractor understands and acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under the Contract.

3.3 BILLING. The Contractor shall submit a billing and all necessary paperwork to the designated Legal Process Supervisor for each of the County departments serviced by this Contract and identified in Section 1.1 above. Each County department will remit payment to Contractor after receiving the monthly invoice for services rendered.

3.4 SUBJECT TO PRIOR APPROVAL. This Agreement shall be subject to the written approval of the elected official, administrator, or director, for each Department identified in Section 1.1 above, and by the Board of County Commissioners for Benton County. This Agreement shall not be binding until so approved.

**EXHIBIT B – COMPENSATION**

**1.0 Monthly Fees**

1.1 The COUNTY, by and through each of Department serviced by this Agreement, will pay a monthly fee to the CONTRACTOR for legal messenger services, as follows:

Department	Monthly Fee
Superior Court Clerk	\$40.00
Cooperative Extension Office	\$40.00
Benton-Franklin Office of Public Defense	\$40.00
Personnel Department	\$40.00
Prosecuting Attorney's Office	\$50.00

1.2 The Contractor will submit a separate invoice on a monthly basis to each of the County departments identified in Section 1.1 above, and in accordance with Section 5 of the Personal Services Contract Terms and Conditions.

**2.0 Other Services Provided and Associated Fees:** These fees are in addition to the base fee cited in Section 1.1 above.

- A. Service of Subpoenas and Court Orders: \$35.00\*
- B. Process Services (Child Support): \$35.00\*

(\*Fees for service to West Richland: \$45.00 )

**3.0 Additional Charges for Service as Follows:** These fees are in addition to the base fee cited in Section 1.0 above, and service fees provided for in Section 2.0 above.

- A. Mileage for deliveries outside the geographical boundaries of Richland, Kennewick, and Pasco: \$ .50
- B. Attempted Deliveries to Bad Address/Relocation: \$15.00
- C. Special Deliveries: \$10.00
- D. Other Services Requested by Department: \$350\*  
(Such service includes brief investigations, photographs, unofficial translations (both written and verbal) and other services. Provided at time (\$ \_\_\_\_\_ per hour and cost of materials.)

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	January 5, 2009	Execute Contracts	<u>  X  </u>	Consent Agenda <u>  X  </u>
Subject:	Messenger Contracts	Pass Resolution	<u>      </u>	Public Hearing <u>      </u>
Prepared by:	Kathleen Galioto	Pass Ordinance	<u>      </u>	1st Discussion <u>      </u>
Reviewed by:		Pass Motion	<u>      </u>	2nd Discussion <u>      </u>
		Other	<u>      </u>	Other <u>      </u>

**BACKGROUND INFORMATION**

Benton-Franklin Counties Juvenile Justice and Human Services Departments and Benton County, by and through their various departments, requires the professional services of Inter-City Legal Processing & Messenger Service for process service and delivery of documents to attorneys, businesses, and individuals in Benton County.

**RECOMMENDATION**

Approve and sign the Personal Services Contract between Benton-Franklin Counties and Inter-City Legal Processing & Messenger Service and Benton County and Inter-City Legal Processing & Messenger Service.

**ACTION**

Move to approve the Personal Service Contract between Benton County and Benton-Franklin Counties and Inter-City Legal Processing & Messenger Service.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF REQUESTING APPROVAL FOR THE CONTRACT BETWEEN INTER-CITY  
LEGAL PROCESSING & MESSENGER SERVICE AND BENTON-FRANKLIN COUNTIES

WHEREAS, the Benton-Franklin Counties, by and through its various  
departments, requires the professional services of Inter-City Legal  
Processing & Messenger Service for process service and delivery of  
documents to attorneys, businesses, and individuals in Benton County; and

WHEREAS, the agreement provides for messenger delivery, as well as  
personal and non-personal service of process; and

WHEREAS, it is in the best interests of the Counties to have messenger  
service; and

WHEREAS, it is believed that Inter-City Legal Processing & Messenger  
Services will provide the best messenger service; NOW THEREFORE

BE IT RESOLVED, that the Benton-Franklin Counties Board of Commissioners  
approves the Contract and is authorized to sign the same.

DATED this \_\_\_ day of \_\_\_\_\_, 2009      DATED this \_\_\_ day of \_\_\_\_\_, 2009

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF  
COMMISSIONERS

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Constitution the Board of County  
Commissioners of Franklin County,  
Washington

ATTEST:

ATTEST:

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

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

Originals: BC Commr's; FC Commr's;  
cc: Crisis Response; Juvenile Justice; Kathleen Galimoto

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision, with its principal offices at 1016 N. 4<sup>th</sup> Avenue, Pasco, WA 99301, (hereinafter both counties referred to jointly as "COUNTY"), and **INTER-CITY LEGAL PROCESSING & MESSENGER SERVICE**, with its principal offices at 518 W. Shoshone, Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

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

**2. DURATION OF CONTRACT**

- a. The term of this Contract shall begin immediately upon execution by the COUNTY and shall expire one year (365 days) from the date of execution. 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.
- b. The COUNTY may, at its option, and with the approval of the CONTRACTOR, renew the term of this Contract up to a maximum of three (3), one (1) year terms. The CONTRACTOR shall be notified in writing of the COUNTY'S intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original Contract term.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in **Exhibit "A, Scope of Work"**, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:                   Dina P. Navejar  
Inter-City Legal Processing & Messenger Service  
518 W. Shoshone  
Pasco, WA 99301  
(509) 547-6062
- b. For BENTON COUNTY:                   Chairman, Board of County Commissioners  
P.O. Box 190  
Prosser, WA 99350  
(509) 786-2046 ;
- c. For FRANKLIN COUNTY:                   Chairman, Board of County Commissioners  
1016 N. 4<sup>th</sup> Avenue  
Pasco, WA 99301  
(509) 545-3578

5. **COMPENSATION**

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in **Exhibit B, "Compensation"**, which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$30,000.00.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit B**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.
- h. If the contractual dollar limit is reached before the expiration of the Contract, each department head or elected official requesting service may authorize, in writing, further supplemental expenditures under the existing contract providing this amount does not exceed \$1,500.00 or 5-percent of the total dollar amount of the contract. For amounts exceeding the additional authority of \$1,500.00 provided for under this Contract, a written amendment to the Contract will be required in accordance with Section 6 below.

6. **AMENDMENTS AND CHANGES IN WORK**

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

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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.

In the case of negligence of both COUNTY and CONTRACTOR, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

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

8. **INSURANCE**

- a. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.
- b. **Other Insurance Provisions:**
- (1) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES at the following addresses:

**Risk Manager**  
Benton County Prosecuting Attorney  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

**Risk Manager**  
Franklin County Prosecuting Attorney  
1016 N. 4<sup>th</sup> Avenue  
Pasco, WA 99301

- (3) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County Risk Manager.
- (4) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

**9. TERMINATION**

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

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract. ;
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section Five of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR does not employ subcontractors. In the event that CONTRACTOR does employ subcontractors to assist CONTRACTOR in the performance of this Agreement, the CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

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

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

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

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

Approved and accepted by the undersigned Benton County Elected Officials and/or Department Directors:

**HUMAN SERVICES/CRISIS RESPONSE**

Carrie Huie-Pascua  
Carrie Huie-Pascua, Director

Date: 11/24/08

**JUVENILE JUSTICE**

Sharan A. Paradis  
Sharan A. Paradis, Administrator

Date: 12/01/2008

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: \_\_\_\_\_

**INTER-CITY LEGAL PROCESSING  
& MESSENGER SERVICE**  
Dina P. Navajar  
Dina P. Navajar, Owner  
NAVEJAR

DATED at Prosser, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**BENTON COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

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

APPROVED AS TO FORM:

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

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

DATED at Pasco, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST:

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

APPROVED AS TO FORM:  
*Travis S. Galton*  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Date: 12/29/08

## EXHIBIT A – SCOPE OF WORK

**1.0 PURPOSE:** The County (designation “County” refers to both Benton and Franklin counties), by and through its various departments, requires the professional services of Contractor for process service and delivery of documents to attorneys, businesses, and individuals in the County. Legal messenger services to be provided by the Contractor include: messenger delivery, as well as personal and non-personal service of process.

1.1 The following County departments will be serviced by this Contract:

- a. Benton-Franklin Counties Crisis Response  
2635 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-0500  
**Contact Person: Edward Thornbrough**
  
- b. Benton-Franklin Counties Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
(509) 783-5284  
**Contact: Carrie Huie-Pascua**
  
- c. Benton-Franklin Counties Juvenile Justice Center  
5606 W. Canal Drive, A106  
Kennewick, WA 99336  
(509) 783-2151  
**Contact: Sharon Paradis**

1.2 Each County department has designated a Contact person. *See* Section 1.1 above. The designated Contact person will serve as the liason between the County and the Contractor with respect to the implementation of this Contract (*i.e.*, receiving requests for service, submission of invoices for services rendered, etc.). With respect to issues arising as a result of the terms or conditions of this contract, refer to Section 4 and Section 8 (c)(2) of the Personal Services Contract Terms and Conditions, at page 5.

1.3 Additional County departments may be added at a future date should other County departments require messenger service by providing written notice of the same to the Contractor. Service to additional County departments will be accommodated via an amendment to the Contract in accordance with Section 6 of the Personal Services Contract Terms and Conditions.

**2.0 SERVICES PROVIDED:**

- 2.1 **LEGAL MESSENGER PICK-UP/DELIVERY:** The Contractor shall pick up legal documents, letters, packages, and materials from the County departments identified in Section 1.1 above for delivery to businesses and residences throughout Benton and Franklin counties. Legal documents will also be delivered to the County departments identified in Section 1.1, above, from other locations throughout the counties.
- 2.2 **PROCESS SERVICES.** The Contractor shall pickup and then serve legal process (summons, complaint, petitions, orders, etc.) as well as other legal documents. Process service may involve contact with angry or hostile individuals. Service may include, in addition to residences, delivery and service to municipal police stations, correctional institutions, mental health facilities, substance abuse treatment facilities, and other medical sites such as hospitals or rehabilitation facilities.
- 2.2.1 The Contractor will complete process service in a cost effective manner and within the timeframe requested by the requesting County department whenever possible.
- 2.2.2 Upon successful completion of process service, the Contractor will prepare and transmit an affidavit of service or similar type of documentation demonstrating successful service or attempts at service to the requesting County department using proper legal format.
- 2.3 **OTHER SERVICES.** The Contractor shall also provide the following service requirements, which may apply to messenger or service tasks:
- 2.3.1 Provide service during other than routine business hours, including weekends and evenings.
- 2.3.2 All documents will be considered to be time sensitive, and the Contractor's performance shall be reviewed as to timeliness of response and ability to meet legal deadlines. Failure to meet a service or filing deadline may be cause for immediate suspension or termination of this Contract.
- 2.3.3 At the request of the County, the Contractor may provide additional services such as brief investigations, photographs, unofficial translations (both written and verbal) and other services. These services will be billed by the Contractor at time (\$50 per hour) and cost of materials as needed and will be billed by written invoice to the requesting department in accordance with Section 3.3. below.

### **3.0 SPECIAL TERMS AND CONDITIONS.**

3.1 **PRICE ADJUSTMENTS.** Prices shall remain as stated for the initial term of this Contract. Any Contractor requested price adjustment(s) must be submitted within thirty (30) days prior to the Contract's anniversary date. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The County will analyze the request and compare it against market prices and the Consumer Price Index. If the County and the Contractor agree to a price adjustment, it shall be affected through a written contract amendment.

3.2 **NO GUARANTEED QUANTITIES.** The Contractor understands and acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under the Contract.

3.3 **BILLING.** The Contractor shall submit a billing and all necessary paperwork to the designated Legal Process Supervisor for each of the County departments serviced by this Contract and identified in Section 1.1 above. Each County department will remit payment to Contractor after receiving the monthly invoice for services rendered.

3.4 **SUBJECT TO PRIOR APPROVAL.** This Agreement shall be subject to the written approval of the elected official, administrator, or director for each Department identified in Section 1.1 above, and by the Board of County Commissioners for Benton County. This Agreement shall not be binding until so approved.

**EXHIBIT B – COMPENSATION**

**1.0 Monthly Fees**

1.1 The COUNTY (designation "County" refers to both Benton and Franklin counties), by and through each of Department serviced by this Agreement, will pay a monthly fee to the CONTRACTOR for legal messenger services, as follows:

Department	Monthly Fee
Crisis Response	\$40.00
Human Services	\$40.00
Juvenile Justice	\$50.00

1.2 The Contractor will submit a separate invoice on a monthly basis to each of the County departments identified in Section 1.1 above, and in accordance with Section 5 of the Personal Services Contract Terms and Conditions.

**2.0 Other Services Provided and Associated Fees:** These fees are in addition to the base fee cited in Section 1.0 above.

- A. Service of Subpoenas and Court Orders: \$35.00\*
- B. Process Services (Child Support): \$35.00\*

(\*Fees for service to West Richland: \$45.00 )

**3.0 Additional Charges for Service as Follows:** These fees are in addition to the base fee cited in Section 1.0 above, and service fees provided for in Section 2.0 above.

- A. Mileage for deliveries outside the Geographical boundaries of Kennewick, Richland, and Pasco: \$ .50
- B. Attempted Deliveries to Bad Address/Relocation: \$15.00
- C. Special Deliveries: \$10.00
- D. Other Services Requested by Department: \$50.00\*  
(Such service includes brief investigations, photographs, unofficial translations (both written and verbal) and other services. Provided at time (\$ \_\_\_\_\_ per hour and cost of materials.)



# BENTON COUNTY

## SINGLE-DAY TRAVEL MEAL REIMBURSEMENT FORM

(Reimbursements for other expenses must use the standard travel form)

Employee: Ross Dunfee

FUND # 0101/101

MONTH: July-Dec 2008

AUDITED BY \_\_\_\_\_

- NOTE:** Same day meal reimbursements are to be coded to MLPY.  
 Meals paid by a Benton County credit card need to be coded to MLTX for taxing purpose.  
 \* Include the MLPY and MLTX totals and budget coding on your timesheets.

CODE	DATE	BREAKF	LUNCH	DINNER	TOTALS	PURPOSE	LOCATION
MLPY	7/2/08		\$12.00		\$12.00	ECY mtg w/ Tom Tebb	Yakima
MLPY	7/3/08		\$12.00		\$12.00	Tri-MATS TAC	Pasco
MLPY	7/17/08		\$15.00		\$15.00	WSGR&TA	Ellensburg
MLPY	8/7/08		\$12.00		\$12.00	Tri-MATS TAC	Walla Walla
MLPY	9/4/08		\$12.00		\$12.00	WA Infrastructure Com	Yakima
MLPY	10/2/08		\$12.00		\$12.00	Tri-MATS TAC	Pasco
MLPY	11/7/08		\$12.00		\$12.00	CRAB-RAP	Pasco
MLPY	12/4/08		\$12.00		\$12.00	Tri-MATS TAC	Walla Walla
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
					\$0.00		
					\$0.00		
<b>SUBTOTALS:</b>					<b>\$99.00</b>		

*meal rates per BC Travel Policy. (dlw)*

*Receipt attached*

**CERTIFICATION**

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof. I understand that this reimbursement is taxable under IRS Code and that it will be included in my gross income, from which, taxes will be withheld.

Signature of Employee: *Ross B. Dunfee*

Job Title: Public Works Director & County Engineer

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Chairman, Board of County Commissioners

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Benton County Commissioner

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Benton County Commissioner

**BUDGET CODING**

DEPT	BASE-SUB	CODE	AMOUNT
500	543 100		99 00



**RESOLUTION**



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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION FOR A FRANCHISE BY ROZA HEIGHTS WATER ASSOCIATION, TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, REPAIR, OR REPLACE IF NECESSARY, WATER LINES SYSTEM FACILITY LOCATED IN SECTION 31, 32, AND 33, T 10 N, R 25 E, W.M., AND SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, T 9 N, R 25 E, W.M. IN UNINCORPORATED BENTON COUNTY;

WHEREAS, Roza Heights Water Association has submitted an application to continue a franchise within the Sections listed above in unincorporated Benton County, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise by Roza Heights Water Association be held on Monday, January 26, 2009 at 10:30 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 5<sup>th</sup> day of January 2009.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

RBD:LSS

W

Exhibit "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be will be seal coating County roads in the Kennewick area as a part of the Bituminous Surface Treatment 2009 program, and

WHEREAS, the City of Kennewick desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Kennewick, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Kennewick and Benton County for the Bituminous Surface Treatment 2009 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Return to: Benton County Engineer  
P.O. Box 1001  
Prosser, WA 99350

**INTERLOCAL COOPERATION AGREEMENT  
BITUMINOUS SURFACE TREATMENT 2009**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Kennewick whose address is P.O. Box 6108, Kennewick, Washington, 99336 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "A"**, in conjunction with Benton County's 2009 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

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

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
  - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
  - C. The execution of the Bituminous Surface Treatment 2009 contract and administration oversight of contract implementation.

- D. The submission to the City of a certified statement setting forth all of Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
- E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
- F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.

**2. Responsibilities of the City of Kennewick:** The City shall have the following duties and responsibilities under this Agreement:

- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
- B. Pay directly to Benton County all amounts set forth in certified statements of Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
- C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed, patched, and power broomed prior to the bituminous surface treatment options. This work shall be completed by May 1, 2009.
- D. City maintenance forces shall complete all final sweeping and vacuuming at the curb. Benton County will notify the City when the streets are ready for final sweeping and vacuuming

**3. Representation, Warranties, and Indemnities:**

- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2009 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2009 contract regardless of whether any dispute may arise with said contractor.
- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface

Treatment 2009 contract regardless of whether any dispute may arise with said contractor.

- C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, Benton County shall indemnify the City for any damages recovered from the performance bond of the contractor.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2009.
  5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
  6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
  7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein, not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
  8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
  9. **Entire Agreement.** This Agreement, including **Exhibit "A"** and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
  10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the

parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

**11. Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

**12. Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

To City of Kennewick:

City of Kennewick  
P.O. Box 6108  
Kennewick, WA 99336

**13. Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Kennewick and with the Benton County Auditor.

**14. Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF KENNEWICK,  
WASHINGTON

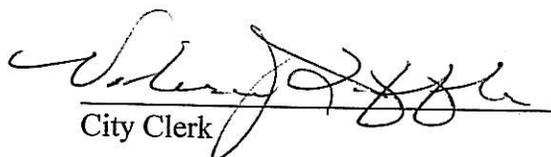
BENTON COUNTY,  
WASHINGTON

By:   
Mayor

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

Attest:

Attest:

  
City Clerk

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

Date: 12-2-08

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

Approved as to form:

Approved as to form:

  
Attorney, City of Kennewick

  
Benton County Prosecuting Attorney

Date: 12-2-08

Date: 12/26/08

**Exhibit "A"**

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>(Mi)</b>
S. Washington Street	10 <sup>th</sup> Avenue	27 <sup>th</sup> Avenue	0.981
W. Kennewick Avenue	SR 395	Morain Street	0.479

**Exhibit "B"**

**CERTIFICATION**

I, Valerie J. Loffler, duly appointed City Clerk of the City of Kennewick, Washington, do hereby certify that the following is a true and correct excerpt of the Minutes of the Kennewick City Council meeting held on the 2<sup>nd</sup> day of December 2008 describing adoption of a motion to authorize the Mayor to sign a 2009 Interlocal Cooperation Agreement with Benton County to provide Bituminous Surface Treatment to city streets.

Dated this 3<sup>rd</sup> day of December 2008.

  
Valerie J. Loffler, City Clerk

**CONSENT AGENDA**

- a. Minutes of Regular Meeting of November 18, 2008
- b. (1) City of Kennewick Claims Roster dated November 14, 2008  
(2) Toyota Center Operations Account Roster for October 2008  
(3) Toyota Center Box Office Roster for October 2008
- c. Payroll Roster for November 15, 2008
- d. Motion to authorize the Mayor to approve Final Plat 08-06, Hansen Park Division 4, Phase 2, contingent upon providing a cost estimate and bonding for utility work not complete, payment of water area charges, and execution of a maintenance agreement
- e. Motion to accept the work of Inland Asphalt, Inc. under Contract P0714-08, 10<sup>th</sup> Avenue Overlay, in the amount of \$891,140.90
- f. Motion to accept the work of A & B Asphalt, Inc. under Contract P0713-08, 27<sup>th</sup> Avenue, Dayton Street to Washington Street, in the amount of \$274,102.08
- g. Resolution 08-54: Setting a public hearing for January 6, 2009, to consider vacation of street right of way on the north side of Clearwater Avenue
- h. Motion to authorize the Mayor to sign preliminary engineering, materials acquisition, and construction agreements with Bonneville Power Administration for the relocation of a part of the Badger Canyon Richland 115 KV transmission line
- i. Motion to award Contract P0820-08, Vista District Landscaping and Irrigation Maintenance, to Senske Lawn & Tree, Inc. in the amount \$50,440.74
- j. Motion to authorize the Mayor to sign the 2009 Interlocal Cooperation Agreement with Benton County to provide bituminous surface treatment to certain streets
- k. Motion to approve and authorize the Mayor to sign a five-year collective bargaining agreement between the City and the International Union of Operating Engineers Local #2380, representing Police Support Specialists

  
Lisa Beaton, City Attorney



**Exhibit "C"**

**RESOLUTION**

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

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF RICHLAND AND BENTON COUNTY TO OVERLAY QUEENSGATE DRIVE

WHEREAS, the City of Richland be will be overlaying city streets in the Queensgate area as a part of the Keene Road Widening – Phase III, and

WHEREAS, the Benton County desiring to have Queensgate Drive overlayed, has requested that the City of Richland undertake the overlaying of Queensgate Drive as a part of the City of Richland's contract to overlay city streets, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Richland and Benton County for the overlaying of the County's portion of Queensgate Drive is hereby approved and the Chairman is authorized to sign said agreement.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Return to: City of Richland  
P.O. Box 190  
Richland, WA 99352

**INTERLOCAL COOPERATION AGREEMENT**  
**Keene Road Widening – Phase III**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Richland, whose address is P.O. Box 190, Richland, Washington, 99352 (hereinafter “the City”) and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter “the County”).

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the County desires to have the City provide a two inch overlay on Queensgate Drive as defined in **Exhibit "A"**, in conjunction with the City's Keene Road Widening – Phase III; and

WHEREAS, the parties hereto agree that the City should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740 and in furtherance thereof, the City will execute the contract for the convenience and benefit of the County.

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

1. **Contract Administration.** The City of Richland agrees to administer and oversee implementation of a two-inch overlay on Queensgate Drive as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. The City contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents. Plans, specifications, and estimates shall be submitted to Benton County for review prior to soliciting bids.
  - B. The selection of a contractor in accordance with all federal, state, and local laws and bidding requirements.
  - C. The award and execution of the construction contract and administration oversight of contract implementation, as part of their Keene Road Widening – Phase III project.

- D. The submission to the County of a certified statement setting forth all of the City's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
  - E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
  - F. Ensure that the contractor complies with all provisions of the construction contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.
2. **Responsibilities of Benton County:** The County shall have the following duties and responsibilities under this Agreement:
- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
  - B. Pay directly to the City all amounts set forth in certified statements of the City's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
3. **Representation, Warranties, and Indemnities:**
- A. The County represents and warrants to the City that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The County agrees to assume and accept the City's contract obligations arising out of the County's portion of the Keene Road Widening – Phase III contract to be executed between the City and the contractor, notwithstanding the fact that the City will actually sign said contract for the convenience and benefit of the County. The County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Keene Road Widening – Phase III contract regardless of whether any dispute may arise with said contractor.
  - B. The City represents and warrants to the County that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City shall not at any time allow the County to become responsible for actual payment of any amounts due to the contractor under their portion of the Keene Road Widening – Phase III contract regardless of whether any dispute may arise with said contractor.
  - C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, the City shall indemnify the County for any damages recovered from the performance bond of the contractor.

4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2010.
5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement, including Exhibits "A", "B" and "C" and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
11. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
12. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

To City of Richland:

City of Richland Public Works  
P.O. Box 190, MS-26  
Richland, WA

**13. Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Richland and with the Benton County Auditor.

**14. Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND,  
WASHINGTON

BENTON COUNTY,  
WASHINGTON

By: \_\_\_\_\_  
City Manager

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

Attest:

Attest:

\_\_\_\_\_  
City Clerk

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

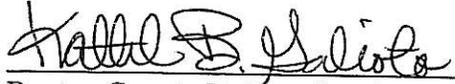
Date: \_\_\_\_\_

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Attorney, City of Richland

  
Benton County Prosecuting Attorney

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

Date: 12/26/08

**Exhibit "A"**

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>(Mi)</b>
Queensgate Drive	Richland City Limits, M.P. 0.00 Located 0.113 Mi. North of Keene Road	State Limits, M.P. 0.203	0.203

**Exhibit "B"**

Y

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF PURCHASING JACKETS FOR THE BENTON COUNTY SHERIFF'S  
OFFICE PATROL DEPUTIES**

**WHEREAS**, per resolution 08-131 and 08-132 authorizes contracts for the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

**WHEREAS**, Benton County Sheriff's Office solicited the following companies to provide a quote for Black Delta Jackets; and

- Blumenthal Uniforms & Equipment, Spokane, WA (\$251 each excluding WSST)
- Galls, Lexington, KY (\$255 each excluding WSST)
- Larsen Firearms, Pasco, WA (\$257.76 each excluding WSST).

**WHEREAS**, Blumenthal Uniforms & Equipment is the lowest bidder on the Black Delta Jackets; and

**WHEREAS**, Blumenthal Uniforms & Equipment meets the full requirements which includes badges and the sewing of the badges onto the jackets; and

**WHEREAS**, the Benton County Administrative Sergeant has reviewed the quotes for completeness and recommends purchasing the Black Delta Jackets from Blumenthal Uniforms & Equipment, Spokane, WA; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Benton County Administrative Sergeant's recommendation and hereby authorizes the Sheriff's Office to proceed with the purchase of the Black Delta Jackets from Blumenthal Uniforms & Equipment, Spokane, WA in the amount of \$19,071.63 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, R. Ozuna, Blumenthal

Prepared by: J. Thompson

BLUMENTHAL UNIFORMS & EQUIP.  
 DEPT #4179 PO BOX 34936  
 SEATTLE, WA 98124-1936  
 QUESTIONS CALL (866) 465-5006

Q U O T A T I O N

Quote Date:	Quote#	Page
8/13/08	692979	1

**B** BENTON COUNTY SHERIFF DEPT(WA)  
**I** 7122 W. OKANOGAN  
**L** BLDG A  
**L** KENNEWICK, WA 99336

**S** BENTON COUNTY SHERIFF DEPT(WA)  
**H** ATTN: DOUG STANLEY  
**I** 7122 W. OKANOGAN BLDG A  
**P** KENNEWICK, WA 99336

(509) 735-6555 03

Employee: \*COAT (PROPPER)

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
BENTONCSD	231	QUOTE	UPS GROUND	NET 30	

SALES TRIP

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1			JACKET DELTA BLACK OUTER SHELL							
	0514610008	F5472 BLACK	<- MD LONG >	2	0	2	224.99	26.4%	165.50	331.00
	0514610003	F5472 BLACK	<- MD - >	5	0	5	224.99	26.4%	165.50	827.50
	0514610009	F5472 BLACK	<- LG LONG >	10	0	10	224.99	26.4%	165.50	1655.00
	0514610004	F5472 BLACK	<- LG - >	10	0	10	224.99	26.4%	165.50	1655.00
	0514610010	F5472 BLACK	<- XL LONG >	10	0	10	224.99	26.4%	165.50	1655.00
	0514610005	F5472 BLACK	<- XL - >	10	0	10	224.99	26.4%	165.50	1655.00
	0514610011	F5472 BLACK	<- 2XL LONG >	5	0	5	224.99	26.4%	165.50	1655.00
	0514610007	F5472 BLACK	<- 2XL - >	6	0	6	224.99	26.4%	165.50	827.50
	0514610012	F5472 BLACK	<- 3XL LONG >	2	0	2	224.99	26.4%	165.50	331.00
2	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	60	0	60	4.00	50.0%	2.00	120.00
3	3598760000	S/O BT-C	SEW CLOTH BADGE TAB ON GARMENT	60	0	60	3.00	50.0%	1.50	90.00
4			JACKET ECHO BLACK							
	0514640009	F5474 BLACK	<- MD LONG >	2	0	2	119.99	28.7%	85.50	171.00
	0514640003	F5474 BLACK	<- MD - >	5	0	5	119.99	28.7%	85.50	427.50
	0514640010	F5474 BLACK	<- LG LONG >	10	0	10	119.99	28.7%	85.50	855.00
	0514640004	F5474 BLACK	<- LG - >	10	0	10	119.99	28.7%	85.50	855.00
	0514640011	F5474 BLACK	<- XL LONG >	10	0	10	119.99	28.7%	85.50	855.00
	0514640005	F5474 BLACK	<- XL - >	10	0	10	119.99	28.7%	85.50	855.00
	0514640012	F5474 BLACK	<- 2XL LONG >	5	0	5	119.99	28.7%	85.50	427.50

QUESTIONS EMAIL LINDAH@BLUMENTHALUNIFORMS.COM  
 VISIT US @ WWW.BLUMENTHALUNIFORMS.COM

165.50+  
 85.50+

002

251.00\*

BLUMENTHAL UNIFORMS & EQUIP.  
 DEPT #4179 PO BOX 34936  
 SEATTLE, WA 98124-1936  
 QUESTIONS CALL (866) 465-5006

Q U O T A T I O N

Quote Date:	Quote#	Page
8/13/08	692979	2

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
	0514640006	F5474 BLACK	<- 2XL - >	6	0	6	119.99	28.7%	85.50	513.00
	0514640013	F5474 BLACK	<- 3XL LONG >	2	0	2	119.99	28.7%	85.50	171.00
5	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	60	0	60	4.00	50.0%	2.00	120.00
6	0514750000	DPL1002001	DELTA DROP PANEL SHERIFF/BLK	60	0	60	43.95	15.8%	37.00	2220.00
									SUBTOTAL	17610.00
									SALES TAX	1461.63
									TOTAL QUOTATION	19071.63

QUESTIONS EMAIL LINDAH@BLUMENTHALUNIFORMS.COM  
 VISIT US @ WWW.BLUMENTHALUNIFORMS.COM



# LARSEN FIREARMS

Law Enforcement and Tactical Supplies  
Class 3 Dealer

P.O. BOX 3457 PASCO, WA 99301

## Estimate

Date	Estimate #
12/23/2008	316

Name / Address
BENTON CO. SHERIFF 7122 W. OKANOGAN PLACE, BLDG. A KENNEWICK, WA. 99336

ATTN: DAN MCCARY

**RECEIVED**

DEC 23 2008

BENTON COUNTY  
SHERIFF'S DEPT

Terms	Rep	FOB
Net 15	LL	

Item	Description	Qty	Cost	Total
PROPPER	Defender Delta jacket	60	173.88	10,432.80T
PROPPER	"Sheriff" drop down panel, set for back and front. (3) total	60	31.08	1,864.80T
	0.*			
	83.88x1			
	8.3%			
	6.96*			
	6.96+			
	90.84*			
	90.84x1			
	60.=			
	5,450.40*			
	5,450.40+			
	13,318.30+			
	18,768.70*			
			<b>Subtotal</b>	\$12,297.60
			<b>Sales Tax (8.3%)</b>	\$1,020.70
			<b>Total</b>	\$13,318.30

002

E-mail	Web Site
SALES@LARSENFIREARMS.C...	www.Larsenfirearms.com

**From:** "Leif L" <leif762@gmail.com>  
**To:** Dan.McCary@co.benton.wa.us  
**Date:** 12/24/2008 7:49:35 AM  
**Subject:** Re: test

According to Propper no. The liners are an additional \$83.88. Kind of stupid in my opinion to offer a jacket and have it not come with the liner.

Leif

On Tue, Dec 23, 2008 at 2:16 PM, Dan McCary <Dan.McCary@co.benton.wa.us> wrote:

- > Confirm that the price includes the inner liner and outer shell? The coat I
- > am looking at has both.
- >
- >

0.\*

83.88+  
173.88+

002

257.76\*



**From:** "Peeples, Porter" <Peeples-Porter@GALLS.com>  
**To:** Dan.McCary@co.benton.wa.us  
**Date:** 12/29/2008 12:27:10 PM  
**Subject:** RE: test

Hello Dan,  
Sorry for the delayed response. The price includes inner and outer shell.

-----Original Message-----

**From:** Dan McCary [mailto:Dan.McCary@co.benton.wa.us]  
**Sent:** Monday, December 29, 2008 11:55 AM  
**To:** Peeples, Porter  
**Subject:** RE: test

Confirm the price includes the inner jacket as well as the outer shell ?

Z

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 120 /  
125.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2008  
funds shall be transferred as outlined in Exhibit "A", attached hereto.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Custody      Dept Nbr: 120 / 125  
 Fund Name: Current Expense      Fund Nbr: 0000-101  
 TRANSFER FROM: 120      TRANSFER TO: 125

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	1935	Holiday	\$15,000	521.700	1935	Holiday	\$15,000
TOTAL			\$15,000	TOTAL			\$15,000

**Explanation:**

Funds remaining in the salary category of department 120 due to attrition will allow for a portion of the retro calculation for the Deputies to be covered without a supplement.

Prepared by: Julie Thompson      Date: 30-Dec-2008  
 Approved       Denied       Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairman  
 \_\_\_\_\_  
 Member  
 \_\_\_\_\_  
 Member

aa

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 120 /  
121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2008  
funds shall be transferred as outlined in Exhibit "A", attached hereto.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Custody  
 Fund Name: Current Expense

Dept Nbr: 120 / 121  
 Fund Nbr: 0000-101

TRANSFER FROM	TRANSFER TO:	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	521.210	1935	Holiday	\$50,000	1935	Holiday	\$50,000
TOTAL				\$50,000	TOTAL		\$50,000

**Explanation:**

Funds remaining in the salary category of department 120 due to attrition will allow for a portion of the retro calculation for the Deputies to be covered without a supplement.

Prepared by: Julie Thompson

Approved

Denied

Date: 30-Dec-2008

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

bb

BENTON COUNTY  
SALARY REQUEST STATEMENT

REASON FOR REQUEST See attachment A

POSITION Deputy

Patrick Tomren

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 1/01/2009

OFFICE/DEPARTMENT Sheriff Patrol

SALARY FROM 5A (\$4,102) TO 3 (\$4,694)

[Signature]  
ELECTED OFFICIAL/DEPARTMENT DIRECTOR  
DATE 12-30-08

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS:

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: already in 2009 budget

AGGREGATE IMPACT: \_\_\_\_\_

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel BCPERS 0014/95	Yellow--Payroll	Pink--Commissioners	Goldenrod--Department
------------------------------------	-----------------	---------------------	-----------------------

BENTON COUNTY  
SALARY REQUEST STATEMENT

REASON FOR REQUEST See Attachment A

POSITION Deputy

Jerrad Jech

NAME OF AFFECTED EMPLOYEE/CANDIDATE

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

EFFECTIVE DATE 1/01/2009

CHAIRMAN \_\_\_\_\_

OFFICE/DEPARTMENT Sheriff Patrol

MEMBER \_\_\_\_\_

SALARY FROM 5A (\$4,102) TO 3 (\$4,694)

MEMBER \_\_\_\_\_

DATE \_\_\_\_\_

  
ELECTED OFFICIAL/DEPARTMENT DIRECTOR

DATE

12-30-08

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS:

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: already in 2009 Budget

AGGREGATE IMPACT: \_\_\_\_\_

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel  
BCPERS 0014/95

Yellow--Payroll

Pink--Commissioners

Goldenrod--Department

CC

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO CONSOLIDATED FOOD MANAGEMENT INC. FOR CORRECTIONS FOOD SERVICES LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA; RESCINDING RESOLUTION 08-953

**WHEREAS**, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, on October 15, 2008, the Benton County Jail Lieutenant sent a Request For Sealed Proposals for Corrections Food Services located at the Benton County Jail Facility, Kennewick, WA to the following companies: Consolidated Food Management Inc., Mercer Island, WA and Aramark Corporation, Downers Grove, IL; and

**WHEREAS**, the Sealed Proposals had a deadline of no later than 5:00pm Tuesday November 4, 2008; and

**WHEREAS**, Consolidated Food Management Inc. submitted a proposal in the amount of \$793,488; and Aramark Corporation did not respond; and

**WHEREAS**, the Benton County Jail Captain has reviewed the proposal for completeness and recommended contracting with Consolidated Food Management Inc. to perform said service; and

**WHEREAS**, the Board of Benton County Commissioners adopted the 2009 Personal Service Contract between Benton County and Consolidated Food Management Inc. per Resolution 08-953 dated November 24, 2008; and

**WHEREAS**, Consolidated Food Management Inc. requested additional language be added to the contract before signing the contract; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the language changes and hereby awards the personal service contract to Consolidated Food Management Inc. in the amount of \$793,488; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman to sign the attached Personal Service Contract; and

Orig: Sheriff's Office  
cc: Auditor, R. Ozuna, CFM, Al Thompson

Prepared by: K. Mercer

**BE IT FURTHER RESOLVED** the term of the attached contract commences on January 1, 2009 and expires on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract; and

**BE IT FURTHER RESOLVED** that Resolution 08-953 is hereby rescinded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, R. Ozuna, CFM, Al Thompson

Prepared by: K. Mercer

## INSTITUTIONAL FOOD SERVICE CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Consolidated Food Management Inc., a Washington corporation with its principal offices at 7429 SE 27<sup>th</sup> Street, Mercer Island, WA 98040-2744, (hereinafter "CONTRACTOR").

1. **CONTRACT DOCUMENTS:**

1. Contract Terms and Conditions (this document)
2. Exhibit A (2009 Pricing)
3. All documents submitted by CONTRACTOR as part of the RFP response received November 4, 2008 are hereby incorporated by reference.

In the case of any inconsistency between the above referenced contract documents, the Contract Terms and Conditions shall govern over the remaining contract documents, and Exhibit A shall govern over Exhibit B.

2. **CONTRACT PERIOD:** Initial contract period shall commence when signed by all parties. The Contract will terminate the 31<sup>st</sup> day of December 2009. Upon agreement of both parties this contract may be continued for up to four one-year renewal options subject to agreement between both parties regarding cost adjustments. Cost adjustments for the next year must be submitted by July 31<sup>st</sup> of every year. The COUNTY reserves the right to compare prices to ensure that the COUNTY is getting the best possible value for the services provided under an awarded contract.

3. **ADVERTISING:** Award of a contract does not grant the right to the CONTRACTOR to utilize the award in any advertising media; nor may the Counties of any Counties official or employee endorse a product or service covered by this Contract.

4. **TERMINATION:** In the event of breach by CONTRACTOR and/or that which causes breach of the Agreement and benefits the Counties reserves the right to cancel and terminate any Contract forthwith upon giving oral or written notice to CONTRACTOR. Either party may terminate Contract for cause or non-compliance. This request for termination will be made in writing and will be effective sixty (60) days from postmarked date on the envelope, except for non-payment of invoices within the terms, whereas either party may immediately terminate this Contract. (7 CFR 210.16(d)) Either party may terminate this contract for any reason upon sixty (60) days written notice to the other party.

**CONTRACTOR shall be liable for any and all damages suffered by the CONTRACTOR resulting from the breach of the Contract. Nothing in this section limits any rights of the CONTRACTOR pursuant to this contract or at law.**

5. **INFRINGEMENTS:** CONTRACTOR agrees to defend, protect and hold harmless the COUNTY, its elected and appointed officials, employees, agents and representatives against all claims, suits, actions or proceedings ordered and to assume all expenses and damages, including attorneys fees and costs arising from any claims regarding infringement of any third-party's rights. This term shall survive the termination or expiration of this contract and shall remain in force for five years from the date of such termination or expiration.

6. **WARRANTIES:** CONTRACTOR warrants that the food services and all other items supplied pursuant to this Contract conform to the COUNTY specifications as stated herein and are fit for the purpose for which such service/product is intended if any are ordinarily employed, except that if a particular purpose is stated which has been agreed by both parties the service/product must then be fit for the particular purpose.
7. **NON WAIVER BY ACCEPTANCE OF VARIATION:** No Contract provisions or COUNTY or CONTRACTOR right under this Contract or by law are waived by acceptance of or failure to object to any act or omission which is not in conformance with this Contract or is in breach thereto.
8. **ASSIGNMENTS:** The provisions or monies due under this Contract shall only be assigned with prior written consent of the COUNTY and CONTRACTOR. Any other assignment is prohibited and shall constitute a substantial breach of this Contract.
9. **TAXES:** CONTRACTOR shall collect and pay all federal, state and local taxes if any and charges arising from any purchase hereunder. Sales taxes will be at the rate established for the City of Kennewick.
10. **HOLD HARMLESS and INDEMNIFICATION:** The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 negligent act, errors, or admissions of the Counties, its officers, officials, employees or agents.

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

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

11. **INSURANCE:** Workers Compensation: CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the Counties for recovery of

damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

Commercial General Liability and Employers Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). Such general liability policy shall specifically cover hazards associated with food borne pathogen ingestion including illness, disability and death

The CONTRACTOR shall provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of Any Auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

#### Other Insurance Provisions:

The CONTRACTOR's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.

The Counties, its officers, officials, employees and agents shall be named as additional insured's with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

The CONTRACTOR's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.

The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The CONTRACTOR shall include all subcontractors as insured's 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.

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.

The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. The required liability coverage policy shall be an "occurrence" policy that provides coverage for losses occurring within the coverage period regardless of the time when the claim for such loss is made. "Claims made" policies are not sufficient for the purposes of this requirement.

Verification of Coverage and Acceptability of Insurers:

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

The CONTRACTOR shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.

The CONTRACTOR shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties Contract Representative.

The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton and Franklin Counties that CONTRACTOR is currently paying workers compensation.

All written notices under this Section 8 and notice of cancellation or change of required insurance coverage's shall be mailed to the Counties at the following address:

Risk Manager  
Benton County Personnel Resources Office  
7122 W. Okanogan Place Bldg. A  
Kennewick, WA 99336

The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by Counties, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

12. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** CONTRACTOR agrees not to discriminate against any person in the performance of any of its obligations hereunder on the basis of race, religion, creed, color, national origin, sex, marital status, age, veteran status, the presence of any disabilities, or any other protected status.
13. **ANTI-TRUST:** CONTRACTOR and the Counties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact bourn by the COUNTY. Therefore, CONTRACTOR assigns to the Counties any and all claims for such overcharges.
14. **GOVERNING LAW; VENUE:** This Contract shall be governed by the laws of the State of Washington. Any lawsuit arising out of this agreement shall be brought in the Superior Court of the State of Washington for Benton County.
15. **LICENSING AND PERMITS:** CONTRACTOR must be properly licensed to do business in the State of Washington. CONTRACTOR must have and maintain all local permits and/or licensing that are or may be required.
16. **PAYMENT TERMS:** COUNTY will pay the CONTRACTOR within twenty days from receipt of a weekly bill from the CONTRACTOR that contains the following information:

The previous week food service with the number and classification of meals prepared and served to:

- A. Detainees
- B. Staff meals served (breakfast, lunch and dinner)
- C. Regular meals served (breakfast, lunch and dinner)
- D. Sack meals served
- E. Special diet meals served (vegan, vegetarian, religious, etc.)
- F. Medical diet meals served
- G. Auxiliary Food Services (prior written authorization and separate billing required)
- H. Rate per meal
- I. Subtotal for each section
- J. Taxes, if any, provided pursuant to this Contract
- K. Grand total owing

Per meal charge on each invoices shall reflect the per meal cost scale as proposed agreed to by both parties. (7 CFR 210.16(c)) The Counties will not pay for spoiled or unconsumed meals prepared in excess of the counts provided from Master Control.

**The COUNTY will not pay for any meals that are spoiled or do not meet fulfill specifications of the agreement.**

17. **COMPUTER EQUIPMENT:** The Contractor shall furnish all computer hardware and software ("computer equipment") to fulfill its duties and obligations pursuant to this Contract at no expense to COUNTY.

All hardware and software provided pursuant to this Contract are the property of the Contractor.

18. **CHANGES:** No alterations in any terms and conditions of this Contract will be effective without written consent of COUNTY and CONTRACTOR.

19. **HANDLING AND SHIPPING:** No additional charges will be allowed for shipping or handling for orders or order shortages.
20. **DELIVERY:** For any exception to the delivery date specified in the Contract, the Contractor must give prior notification and receive written approval from COUNTY. The Contract may be subject to termination for failure to deliver as specified in this contract or written agreed changes.
21. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all shipments of merchandise will be made F.O.B. at the following:

Benton County Corrections  
7122 W Okanogan Pl #B  
Kennewick, Washington 99336

22. **SEVERABILITY:** If any part of this Contract is declared void or illegal, all remaining parts or terms of this Contract shall remain binding on all parties.

23. **MEAL SERVICE AND MENU REQUIREMENTS**

A. **ESTIMATED DELIVERY REQUIREMENTS**

Meals for Benton County Sheriff's Office Bureau of Correction ("BCC") adult and authorized staff shall follow a cycle menu of no less than 28-days. Meal counts are estimated at 1800-2214 adult and staff meals three times a day or from 12600 – 15500 meals per week. "A Menu Planner" shall be maintained in the immediate kitchen area located just outside of the kitchen office. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

B. **MENUS**

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and dinner used by the Contractor will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the COUNTY standards outlined herein and American Correctional Association (ACA) mandatory requirements for food service in accredited correctional facilities whichever is more stringent

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC), United States Department of Agriculture (USDA). The intent is to serve high quality nutritious food items that will appeal to men and women. The menu must be assessed and periodically revised by a Registered Dietitian to successfully meet the dietary preferences. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for adults, depending on their individual needs.

C. **NUTRITION REQUIREMENTS**

1. **Menu Certification:** Menus must be reviewed and certified by a Registered Dietitian and adjusted for age, sex and activity according to the RDA and RDI

stated by the National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total calories) averaged over the 7-day menu week. The Contractor must provide to the BCC written certification of this review for each cycle menu prior to implementation. The Registered Dietitian must, at a minimum, independently review and approve the menu bi-yearly. Expenses for such review shall be borne by Contractor.

All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or the BCC has agreed in advance to a deviation from this requirement.

Sack meals will be provided, as required, to adults who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

**COUNTY will not pay for any meals that are spoiled, or otherwise do not fulfill specifications**

2. **Documentation:** Nutritional documentation for all of the breakfast, lunch and dinner menus is required. The format may vary with computer programs but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. Contractor shall submit the specified nutritional documentation and the USDA Food-Based breakfast, lunch and dinner menu pattern for any new and/or revised 28-day cycle menus with an Registered Dietitian's certification submitted for BCC's approval.
3. **Daily Calorie Requirement:** The minimum daily calorie requirement for the base BCC menu shall be 2,500. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement by CONTRACTOR. Any additions or changes to the menu by any authorized COUNTY agent, which shall increase the cost per meal, shall be agreed upon in writing by both parties.

**D. PORTIONING**

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. The Contractor may not place any hot or cold food in insulated containers until one-half hour

before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

When there is a specific medical or religious diet ordered, the Contractor may place the specified portion in a styro-foam serving container and label that meal or item for receipt by a specified detainee.

**E. THERAPEUTIC DIETS**

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to adults according to the orders of the attending physician, dentist, nurse or registered dietitian or as directed by the responsible health authority official. Medical diets, and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the Contractor by authorized BCC or Contract personnel. Restricted diets must conform as closely as possible to the food served to other inmates. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the American Dietetic Association or comparable source that will be subject to the approval of the BCC. Medically prescribed food snacks must be served upon request at no additional cost, except the cost of requested Kosher snacks may be billed to the COUNTY at current market prices. Medically prescribed dietary supplements must be provided as requested at cost and shall be available with four (4) hours notice.

**F. RELIGIOUS & VEGAN / VEGETARIAN DIETS**

Religious and vegan/vegetarian diets must be available to be prepared and served according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official. Religious and vegan/vegetarian diets and their menus will be developed and verified by a Registered Dietitian and will be submitted in writing to the Contractor. Religious and vegan/vegetarian diets should be simple and conform as closely as possible to the food served to others.

**G. CONTINGENCY MEALS**

The Contractor may not charge additional fees for the provision of food services even in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the BCC facility. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals. **The Contractor shall submit a BCC approved contingency plan that will address this requirement within thirty (30) days of contract execution.**

**H. ACCOUNTING / AUDITING**

**ACCOUNTING CYCLE:** The Contractor must comply, for accounting cycle purposes, with the Counties' fiscal year of January 1<sup>st</sup> to December 31<sup>st</sup>, and calendar month periods.

**RIGHT TO AUDIT:** The COUNTY reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years.

24. **FOOD PRODUCTION, PREPARATION AND SERVICE**

A. **QUALITY ASSURANCE**

The Contractor must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on USDA Guidance.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the Contractor has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to the BCC for approval.

AH such records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. The Contractor must arrange for and have a minimum of two Food Safety Inspections each Year by the local Counties Health Inspector. The Contractor must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

Contractor shall ensure health permit for kitchen facility. BCC may monitor food service operations of Contractor through periodic visits, which may include other appropriate COUNTY and State personnel. Meals provided by Contractor shall be prepared, put on trays and trays put on carts for transport to the detention pods by BCC staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. Contractor shall keep all required daily storage, temperature, and other production records.

All foods used by Contractor shall meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. COUNTY shall retain control of the quality, extent, and general nature of its food service.

All food and supplies purchased for use under the final contract with the COUNTY by the CONTRACTOR as agent for the county correctional food services and supplies program shall meet at least the following minimum specifications:

1. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.
2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
3. Canned fruits and vegetables shall be at least USDA Grade C (or standard).
4. Frozen fruits and vegetables shall be at least USDA Grade B.

5. Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:

- a. Apples 113
- b. Oranges 113
- c. Bananas 3-4 (petite)
- d. Pears 90-100

The Contractor may serve comparable portions of other popular fresh fruits.

6. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine if it is a commodity item.) 2% skim and nonfat chocolate fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch and dinner and snacks if applicable. Dry/powdered milk may be used in cooking/baking.

Eggs shall be at least USDA Grade B Large.

7. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

8. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased but must be used within 48 hours or frozen until the time of use (seven day maximum hold).

9. The Contractor may not purchase "second market" or distressed food items, or food items outside of the specifications stated herein without the prior written approval of COUNTY.

**B. STORAGE**

The Contractor must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in the BCC. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

**C. INVENTORY**

The CONTRACTOR shall be the sole agent for purchasing food and supplies under this contract. For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the Contractor shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BCC kitchen location in time to properly prepare the food. The Contractor shall keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service

**D. PRODUCTION CONTROL TECHNIQUES**

The food production techniques and hold methods used in the BCC facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the Contractor to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of this RFP and the resultant contract.

**Sulfites:** No sulfite additives are to be added on premises to any foods served under the resultant contract.

**E. FOOD PREPARATION**

1. **Method:** Contractor shall utilize the traditional cook and serve methodology. Recipes, menus and production schedules must all be designed to minimize the risk of spoilage.
2. **Recipes:** A file of tested bulk recipes adjusted to a yield appropriate for the population counts specified must be maintained on the premises.
3. **Optimum Temperature Ranges:** All chilled food must be held and served at no more than 41 degrees F. and all hot food items held and served at no less than 140 degrees F. (Washington State Manual, School Food Safety inspection Manual)

**F. DATE CODES**

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

**G. SANITATION AND SAFETY**

1. **Laws and Regulations:** The Contractor shall comply with all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor shall be subject to inspections in the kitchen by the Benton-Franklin Counties Environmental Health Services, Benton-Franklin Counties Health District, State of Washington Health Inspectors, and authorized personnel from the BCC.
2. **Food Handlers Cards and Medical Exams:** The Contractor shall provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.
3. **Food Samples:** The Contractor shall save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 72 hours for

testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

4. **Emergency Situation Reports:** The Contractor shall be responsible for immediately notifying the on duty correctional supervisor of any fires in the kitchen or related areas and of any accidents or injuries, no matter how minor, involving Contractor personnel. Such reports shall be made verbally and in writing. Contractor personnel shall cooperate in any reasonable fashion with any investigation required by the correctional supervisor or his/her designee that is necessitated by such accidents or injuries.
5. **Employee Physical Health:** The Contractor shall not permit employees with communicable health problems (including open sores) to work.
6. **Worker's Compensation / L&I:** The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

**H. FOOD DELIVERY AND SERVICE**

Meal carts carrying the specified meal trays, will be available to detention staff to deliver to pod areas 15 to 30 minutes prior to the following scheduled meal service times:

**Breakfast 6:30 AM**

**Lunch 12:00PM**

**Dinner 5:30 PM**

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A BCC reporting form is filled out at each meal. The reporting form enables BCC staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. The form must show the following information:

1. Number of meals ordered
2. Number of meals received
3. Number and type of special meals ordered with space for recipient signature
4. The number of trays and beverages provided

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time.

**I. DISPOSABLES/EXPENDABLES**

The Contractor shall furnish all paper, plastic ware, sacks, paper towels, hand soap and all other kitchen related supplies for the kitchen area operation and food service. The BCC reserves the right to request that samples of disposable goods be submitted prior to contract execution.

**J. RECEIVING**

The Contractor shall be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries.

The Contactor should notify its Vendors that there is only space in the receiving area for one large truck at a time.

**K. SALESPERSONS**

The Contractor should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the Contractor's unit managers, the managers must meet the salesperson in the public reception areas. [The Contractor shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations at the discretion of the on-duty correctional supervisor who must be notified in advance of any attempt to bring such persons into the facility.

**L. EQUIPMENT OWNERSHIP & RESPONSIBILITY**

**Requirement:** The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the COUNTY that its equipment is being properly used and maintained. The Contractor will assume full financial responsibility for any damage incurred due to its employee's negligent handling of COUNTY owned fixtures, furniture and equipment less normal wear and tear.

**Preventative Maintenance & Equipment Repairs;** All current kitchen equipment, fire extinguishers and fire suppression systems are the responsibility of the COUNTY.

**Space / Office Equipment:** The COUNTY will provide a facility and current equipment required for the Contractor to produce the required number of meals. Space will be provided to the Contractor for a desk and related equipment to allow the Contractor to conduct business. The Counties will furnish a phone with basic service at no cost to the Contractor. If the Contractor makes any long distance calls on the phone provided by the Counties, the Contractor will be liable for all cost associated with such calls. Contractor will be responsible for supplying all other necessary office furniture (desk, chair, etc.), equipment (computer, monitor, printer, etc.), and all office supplies.

**Cooking Related Ventilation Systems:** The Counties will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the COUNTY's expense.

**Counties Maintenance Assistance:** The Contractor may, upon request, utilize COUNTY's maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with COUNTY.

The Contractor will be expected to inform the BCC Facilities Supervisor immediately of any equipment problems or deliberate mistreatment of same by a Contractor's employee.

**Inventory Procedures:** The Contractor and BCC shall jointly inventory, at least annually, all capital equipment and COUNTY-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and submitted to the BCC annually.

The Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

**M. SMALL WARES**

Once the accepted inventory amount of 125% is reached by the COUNTY, the CONTRACTOR shall, at its expense, maintain 125% of the Average Daily Population (ADP) for the facility all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. Additionally, the Contractor will provide and replace all sanitation supplies and janitorial equipment. Once purchased, all small wares become the property of the COUNTY.

**N. AUXILIARY FOOD SERVICE**

The Contractor must be available to provide food for visitors and other related COUNTY functions. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements shall be priced on a cost-plus basis, with a specified not-to-exceed percentage mark-up, which will be negotiated with the successful Proposer.

25. COMPENSATION

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

- a. The CONTRACTOR shall be paid in accordance with Exhibit A attached hereto.
- b. The total amount payable to the CONTRACTOR under this Contract shall not exceed seven hundred ninety three thousand four hundred eighty eight dollars and zero cents (\$793,488.00) including any applicable WSST.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per week during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

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

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

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

**Benton County**

**Consolidated Food Management Inc.**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Frank Lowe, CEO

Approved as to Form

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

dd

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING EQUIPMENT FOR THE TREASURER'S OFFICE

WHEREAS, the Benton County Treasurer continues to remodel of the Treasurer's Office at the Kennewick Annex in an effort to better serve taxpayers, create greater efficiencies, capture more usable space, and enhance employee health and safety; and,

WHEREAS, a secured area is needed for the opening and processing of mail and scanning checks; NOW, THEREFORE

BE IT RESOLVED, the Treasurer is authorized to purchase the furniture and related installation charges described in Attachment "A" for the purpose of providing area for the processing of the mail.

Dated this 5<sup>th</sup> day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

Prepared by D. A. Davidson, Benton County Treasurer

COMPLETE OFFICE OUTFITTERS

Attachment A

HUSK OFFICE FURNITURE AND SUPPLIES, INC. Pg 1 of 2

CHARGE TO: Benton County Treasurer  
 Kennawick office

SHIP TO: Ann Duane

DATE: 12-19-08 ORDER NO: SALESMAN: CASH: C.O.D.: CHARGE: ON ACCT: MDSE. RETD.: PAID OUT:

ITEM	QUAN.	ORD.	U/M	STOCK NUMBER/DESCRIPTION	UNIT PRICE	TOTAL	D/S	B/O
	1	EA		MAX SKRD2442Hmcl, 24"x42" work Table		296 55		
	1	EA		MAX SKSH42 42" w Hutch with Door		297 55		
	1	EA		MAX SKSB42 42" Back+task board For Hutch		92 95		
	1	EA		MAX SKSH60 60" w Hutch with Doors		400 40		
	1	EA		MAX SKSB60 60" Back+Task Board For Hutch		104 50		
	1	EA		MAX CSP20Bm Box/Box/File Pedestal		286 00		
	1	EA		MAX SKEP12 12" Leg Support		80 30		
	1	EA		MAX SKCAR60 60" Accessory Rail		79 75		
	1	EA		MAX CAS24 24" Accessory Shelf		51 15		
	1	EA		Maxon's Shipping		60 00		
	1	EA		PER PTL48 48" Task Light		99 00		
	1	EA		PER PTL24 24" Task Light		79 00		
						1917 15		✓
				Kennewick Tax		159 12		
						2076 27		

TERMS: NET 10 - E.O.M. A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1 1/2 % PER MONTH, (OR \$1.00 WHICHEVER IS GREATER) WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

INVOICE H 595434

REC'D BY X

TOTAL 2076 27 ✓

327 W. CLARK STREET

P.O. BOX 886

PASCO, WASHINGTON 99301-0886

PHONE (509) 547-7593

COMPLETE OFFICE OUTFITTERS

Attachment A  
page 2 of 2

# HUSK OFFICE FURNITURE AND SUPPLIES, INC.

CHARGE TO

Benton County Treasurer  
Kennwick office

SHIP TO

Attn Duane

DATE	ORDER NO.	SALESMAN	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT
12-23-08					X			

ITEM	QUAN.	ORD.	U/M	STOCK NUMBER/DESCRIPTION	U/P	TOTAL	D/S	B/O
	1		EA	Custom Corner Top 24" x 48" x 48" ± Curved to Fit Wall		500 00		
					Kenn Tax	41 50		
						541 50		

TERMS: NET 10 - E.O.M. A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1 1/2 % PER MONTH. (OR \$1.00 WHICHEVER IS GREATER) WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

INVOICE

REC'D BY X

TOTAL 541 50

H595495

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS  
FOR THE YEAR 2009, RESCINDING RESOLUTION 07-907

BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2009:

- CHAIRMAN OF THE BOARD..... Max Benitz, Jr.
- CHAIRMAN PRO-TEM.....Leo Bowman
- COUNTY ADMINISTRATOR .....David Sparks
- CLERK OF THE BOARD ..... Cami McKenzie  
..... Lisa Small, Alt.  
..... Marilu Flores, Alt.
- BENTON COUNTY EXTENSION DIRECTOR.....Marianne Ophardt
- BENTON COUNTY PEST BOARD SUPERINTENDENT .....Frank Wolf
- BI-PIN ..... Joseph Lusignan  
..... David Sparks, Alt.
- HANFORD ADVISORY BOARD .....Maynard Plahuta  
..... Kenneth Gasper, Alt.  
..... Richard Jansons, 2<sup>nd</sup> Alt.
- HOMELESS HOUSING ..... Carrie Huie-Pascua
- HUMAN SERVICES DIRECTOR..... Carrie Huie-Pascua
- METRO .....David Sparks  
..... Loretta Smith Kelty, Alt.
- PUBLIC WORKS DIRECTOR/COUNTY ENGINEER.....Ross Dunfee
- B-F REGIONAL REVOLVING LOAN FUND BOARD ..... James Beaver  
..... Leo Bowman, Alt.
- BEN FRANKLIN TRANSIT BOARD .....Leo Bowman  
..... James Beaver, Alt.

BENTON CITY CAPITAL FACILITIES AREA LIBRARY BOARD ..... Max Benitz, Jr.  
 ..... Leo Bowman  
 ..... James Beaver

BENTON CLEAN AIR AUTHORITY ..... James Beaver  
 ..... Leo Bowman, Alt.

BENTON COUNTY FINANCE COMMITTEE (rotate w/chair)..... Max Benitz, Jr.

BENTON COUNTY LEOFF DISABILITY BOARD ..... Max Benitz, Jr.

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS ..... James Beaver  
 ..... Max Benitz, Jr., Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD.....Leo Bowman

BENTON-FRANKLIN-WALLA WALLA GOOD ROADS ASSN.....Leo Bowman  
 ..... James Beaver, Alt.

BI-COUNTY HEALTH BOARD ..... James Beaver  
 ..... Max Benitz, Jr.  
 ..... Leo Bowman

CONSOLIDATED JUVENILE SVCS. BOARD..... James Beaver

CREDIT (Columbia Regional Economic Development Trust) .....Leo Bowman

EMERGENCY SERVICES BOARD ..... Max Benitz, Jr.

ENERGY COMMUNITIES ALLIANCE..... James Beaver  
 ..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (RSN) ..... Max Benitz, Jr.  
 ..... Carrie Huie-Pascua, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE..... Max Benitz, Jr.

NATIONAL ASSOCIATION OF COUNTIES (NACo) .....Leo Bowman

PARK BOARD (ex-officio) ..... James Beaver  
 ..... Leo Bowman, Alt.

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (PEDA) ..Max E. Benitz, Jr. (ex-officio)

PIPELINE SAFETY COMMITTEE .....Leo Bowman

SOLID WASTE ADVISORY COMMITTEE ..... James Beaver  
 ..... Leo Bowman, Alt.

TRANSPORTATION IMPROVEMENT BOARD (TIB) .....Leo Bowman

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio).....Leo Bowman

TRI-CITY VISITOR & CONVENTION BUREAU..... James Beaver

TRI-COUNTY METROPOLITAN TRANSPORTATION .....Leo Bowman  
James Beaver, Alt.

TRIDEC..... James Beaver  
Max Benitz, Jr., Alt.

WASHINGTON COUNTIES INSURANCE FUND..... Max Benitz, Jr.  
Melina Wenner, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES  
BOARD OF DIRECTORS .....Leo Bowman

WASHINGTON STATE ASSOCIATION OF COUNTIES  
LEGISLATIVE STEERING COMMITTEE .....Leo Bowman

WASHINGTON STATE GOOD ROADS &  
TRANSPORTATION ASSOCIATION..... James Beaver  
Leo Bowman, Alt.

WORKFORCE DEVELOPMENT COUNCIL..... James Beaver  
Max Benitz, Jr., Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARD .....Leo Bowman

YAKIMA WATER RESOURCE AGENCY ..... Max Benitz, Jr.  
James Beaver, Alt.

Dated at Prosser, Washington, this \_\_\_ day of January, 2009.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

Constituting the Board of Benton County  
Commissioners

ATTEST:

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Clerk of the Board

9:35  
9:50

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 05 Jan 2009	Execute Contract	Consent Agenda
Subject: Hanford issues	Pass Resolution	Public Hearing
Memo Date: 31 Dec 2008	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By:	Other	Other
	X	X

**SUMMARY & BACKGROUND**

The year's first hour is dedicated to a two-part Hanford issues workshop. Commissioners will receive the annual report from Hanford Communities, and a semi-annual update from our Hanford Advisory Board (HAB) representatives. I scheduled these presentations for the same morning so that each would benefit from the other by having more expertise in the room.

**9:05**

Pam Larsen is the Executive Director of Hanford Communities, of which Benton County is a founding member. I represent the County on both the Administrative and Governing Boards, and am in contact with Pam on a weekly basis. We are both involved a lot with Energy Communities Alliance also.

Pam will give her annual report to commissioners, which will include discussions of the workings of Hanford Communities specifically, and well as broader Hanford and USDOE issues, such as the Tri-Party Agreement negotiations and the transition to a new administration.

**9:35**

Our two Hanford Advisory Board representatives, Maynard Plahuta (primary) and Kenneth Gasper (alternate) will provide their semi-annual update of Hanford-related issues from the perspective of the HAB. Both Maynard and Ken chair important HAB committees and have been involved with the HAB and Hanford in general for many years. Benton County is represented better on the HAB than any other entity, in my opinion.

I expect that after each of the presentations, there can be more of a free-form discussion between commissioners and our guests on these topics.

# # #

10:05

<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>	<b><u>Consent Agenda</u></b>
<b>MTG. DATE: January 5, 2009</b>	<b>Execute Contract</b>	<b>Public Hearing</b>
<b>SUBJECT: Private Road Naming</b>	<b>Pass Resolution</b> X	<b>1st Discussion</b>
<b>- File No. PR 08-01A</b>	<b>Pass Ordinance</b>	<b>2nd Discussion</b>
<b>MEMO DATE: Dec. 29, 2008</b>	<b>Pass Motion</b> X	<b>Other</b> X
<b>Prepared By: Donna Hutchinson</b>	<b>Other</b>	
<b>Reviewed By: Mike Shuttleworth</b>		

**BACKGROUND INFORMATION**

On November 17, 2008, Ron Emick submitted the attached request to name S. 1762 PR SW a private access easement located off of Bryon Road. Notices were sent to all affected agencies on November 17, 2008. As of this date, those agencies that have responded either had no comments or were in favor of the road name change. A majority of the owners in the lots within the short plats affected by the access easement have signed the petition. Attached are the Public Works Dept. and SECOMM comments on the proposed name change.

**SUMMARY**

A road name change request has been submitted to change a private access easement to either Quail Run, Horizon Court, or Adamo View Way. A public meeting has been scheduled for January 5, 2009 at 10:05 a.m. to discuss and review the road name petition.

**RECOMMENDATION**

Based on the comments from SECOMM, Department of Public Works and the applicant, it is the recommendation of the Planning Department that the Board approve the road name change request to Quail Run PR SW.

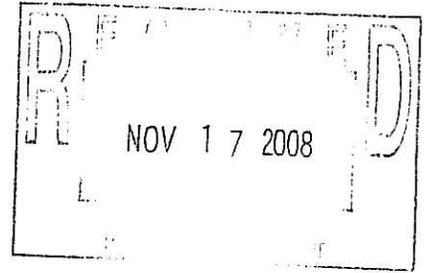
**FISCAL IMPACT**

None

**MOTION**

If at the conclusion of the public meeting the Board agrees with the staff recommendation they will need to make the following motion: The Board of County Commissioners adopts the change of road name from S. 1762 PR SW to Quail Run PR SW with the condition that Mr. Emick has thirty (30) days to pay the required sign fee for the construction and placement of the private road sign(s) to the Benton County Public Works Dept. If the fee is not paid within thirty (30) days, the approval by the Board of County Commissioners will be declared null and void.





PETITION FOR PRIVATE ROAD NAME CHANGE

FILE NO. PR 08-01A

DATE: 10-7-08

1. DESCRIPTION AND CERTIFICATION

A. The petitioner(s) who are users of the below numbered/named access easement do hereby petition the Board of County Commissioners to have the access easement changed from PRSW-P 1762 to one of the following three names.  
(Road Number)

(List in order of preference)

1. Quail Run
2. Horizon Court
3. Adamo View Way

B. I/We the Petitioner(s) hereby state(s) that my/our access is provided by the above numbered/named easement. We also certify that the information given in this application is true and complete to the best of my/our knowledge.

Ron Conrick . 19905 S. 1745 PRSW  
 Signature Address Prosser 99350  
1-0784-301-3102, 001-004 (Home)  
 Tax Parcel ID # 3103-001-004

x Ron Conrick 19905 S. 1745 PRSW  
 Signature Address Prosser wa  
99350

\_\_\_\_\_  
Tax Parcel ID #

2. GENERAL INFORMATION

A. The change in identification for the above described easement is requested for the following reasons:

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B. The affect on the adjacent property owner(s ) if the request is not granted:

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3. PETITION SIGNATURES

**IMPORTANT!!** - Before signing this petition, please read Sections I and II in order to gain a full understanding of what is being signed.

A. We the undersigned as owners of the private easement give our consent and approval to the name change to:

1. David Michels
2. R. J. Mill
3. Steven Michels

**BEFORE SIGNING be sure to read Sections I and II of this petition!**



<u>Print Name</u>	<u>Signature</u>	<u>Address</u>	<u>Parcel Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**FEES:** There is a \$150.00 NON-REFUNDABLE PROCESSING FEE for the petition, please make your check payable to the Benton County Treasurer and submit it with the petition. IF YOUR REQUEST IS APPROVED there will be an additional \$100.00 fee for the construction and placement of the private road sign. More information on this fee will be forthcoming in the approval letter.

**Any information submitted to the Benton County Planning/Building Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.**

The completed petition and processing fee may be mailed to the Benton County Planning Department, P.O. Box 910, Prosser, WA 99350 or delivered to the Benton County Building Department at the County Annex Building, 5600 W. Canal Place, Kennewick, WA 99336 or the Benton County Planning Department at 1002 Dudley Avenue, Prosser WA 99350.

**From:** Steve Becken  
**To:** Shuttleworth, Mike  
**Date:** 12/17/2008 4:53:44 PM  
**Subject:** Re: Private road Naming

There is a Quail Court and Mt. Adams view in West Richland that could cause confusion. I don't know how you pronounce the second one.

Steve

>>> Mike Shuttleworth 12/17/2008 4:45 PM >>>  
Steve and Lee,

On November 24, 2008, Benton County Planning sent you a memo to review and comment on proposed private road names. As today date we have not received any comment from you. The proposed private road names are: Quail Run, Horiyon Court and Adams view way. Will these name be ok to use for a private road or will they be in conflict with existing road names. Thank you for your comments.

Mike

Michael Shuttleworth  
Planning Manager  
Benton County Planning Department  
P.O. Box 910  
Prosser, WA 99350  
Tel (509) 786-5612  
Fax (509) 786-5629

**Mike Shuttleworth - SECOMM Reply - RE: Private road Naming**

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**From:** "Bush, Lee" <LBush@bces.wa.gov>  
**To:** "Shuttleworth, Mike" <mike.shuttleworth@co.benton.wa.us>, "Becken, Steve" <Steve.Becken@co.benton.wa.us>, "Childress, Norm" <Norm.Childress@co.benton.wa.us>  
**Date:** 12/17/2008 5:21 PM  
**Subject:** SECOMM Reply - RE: Private road Naming  
**CC:** map <map@bces.wa.gov>

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Mike,

I never received an e-mail or memo regarding the review of these names. This is the first correspondence I have received. However, to answer your inquiry:

1. QUAIL RUN – not being used by any other agency.
2. HORIYON COURT – not being used by any other agency; however, confusion about correct spelling could be a problem during an emergency being reported which could lead to a delay in response from emergency personnel.
3. ADAMS VIEW WAY – not being used by any other agency; however, Benton County is using the name MT ADAMS VIEW DR in the West Richland area. To me, the proposed name is so close to the name MT. ADAMS VIEW DR that they might be confused with one another during the reporting and/or response to an emergency.

Thanks for the inquiry.

**Lee**

E. Lee Bush, Project Assistant  
SECOMM  
651 Truman Ave.  
Richland, WA 99352

[509] 628-8571 work  
[509] 628-2622 fax

"Trust but Verify!"

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**From:** Shuttleworth, Mike  
**Sent:** Wednesday, December 17, 2008 16:46  
**To:** Becken, Steve; Bush, Lee; Childress, Norm  
**Subject:** Private road Naming

Steve and Lee,

On November 24, 2008, Benton County Planning sent you a memo to review and comment on proposed private road names. As today date we have not received any comment from you. The proposed private road names are: Quail Run, Horiyon Court and Adams view way. Will these name be ok to use for a private road or will they be in conflict with existing road names. Thank you for your comments.

Mike

Michael Shuttleworth  
Planning Manager  
Benton County Planning Department  
P.O. Box 910  
Prosser, WA 99350  
Tel (509) 786-5612  
Fax (509) 786-5629