

January 7, 2008

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
December 17, 2007, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Leo Bowman
Commissioner Claude Oliver
Commissioner Max Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development; Finance Manager Linda Ivey; Public Works Director Ross Dunfee; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Planning Director Terry Marden; Central Services Manager Randy Reid; Keith Martin, Public Works; Clerk Josie Delvin; Erhiza Rivera, Treasurer's Office; Ray Gonzales and Judy Paxton, Office of Public Defense; Detective Shon Small; DPA Ryan Brown; Sue Schuetze and Steve Becken, Public Works; Mike Shuttleworth; Phil Mees and Susan Walker, Planning Department; Pat Powell and Bobbie Gagner, Auditor; Judge Bob Ingvalson; and Treasurer Duane Davidson.

Approval of Minutes

The Minutes of December 10, 2007 were approved.

Consent Agenda

Item "c" was pulled until after the public hearing at 9:45 a.m.

MOTION: Commissioner Oliver moved to approve the consent agenda items "a" through "nn", pulling "c". Commissioner Oliver seconded and upon vote, the Board approved the following:

Board of Equalization

- a. Line Item Transfer, Fund No. 0000-101, Dept. 103

Central Services

- b. Non-Bargaining Salaries – Change in Grade

Commissioners

- d. Adoption of 2007 Budgets at Department Level
- e. First Amendment to Standard Service Agreement w/BF Community Action Committee
- f. Line Item Transfer, Fund No. 0000-101, Dept. 114

Facilities

- g. Purchase of Mower and Mulch Kit
- h. First Amendment to Service Agreement w/Apollo Sheet Metal, Inc.

Fairgrounds

- i. Authorization to Negotiate/Approve Fairgrounds Rental Contracts, Rescinding Resolution 03-439

GIS

- j. Interlocal Agreement for GIS Services w/City of West Richland

Juvenile

- k. Contract Amendment w/Tri-Cities Chaplaincy
- l. Procuring Capital Equipment

Office of Public Defense

- m. Defense Service Contract w/D Arnold
- n. Defense Service Contract w/K Holt
- o. Defense Service Contract w/C Swaby
- p. Defense Service Contract w/L Zeigler
- q. Defense Service Contract w/S Mendoza
- r. Defense Service Contract w/R Johnston
- s. Defense Service Contract w/S Tarkenton Cornish
- t. Defense Service Contract w/S Ajax
- u. Defense Service Contract w/T Meehan
- v. Termination of Personal Service Agreement w/S Swanberg
- w. Defense Service Contract w/S Swanberg

Park

- x. Appointment of New Park Board Member

Personnel

- y. 2008 Bi-County Non-Bargaining Wage & Contribution Medical Benefits
- z. Workers' Compensation Claims Administration Agreement w/Contract Claims Services Inc.

Roads/Engineer

- aa. Line Item Transfer, Fund No. 0155-101, Dept. 000
- bb. Griffin & Johnson Road Intersection Local Agency Agreement, Supplement No. 1
- cc. Sheet 1 Plan Approval for Griffin & Johnson Road Intersection
- dd. E.R. & R. Purchase of 4x4 Truck Cab & Chassis
- ee. Supplement No. 2 to Agreement GCA-5439, I-82 to SR 397 Intertie Project, Phase 3
- ff. E.R. & R. Surplus Equipment; Consignment Agreement – John Deere 6400
- gg. Drainage Improvement District Budget & Levy for 2008
- hh. Authorization to Sign Contract for Webber Canyon – USBR Canal Realignment

Sheriff

- ii. Washington State Department of Corrections Custody Contract
- jj. Authorization to Purchase Corrections Uniforms
- kk. Authorization to Purchase Religious Supplies for Tri-Cities Chaplaincy
- ll. Line Item Transfer, Fund No. 0000-101, Dept. 121
- mm Line Item Transfer, Fund No. 0000-101, Dept. 125

Superior Court

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

Hanford Communities Annual Report

Pamela Brown Larson, Executive Director for Hanford Communities gave the annual report and discussed the following issues:

- Ecology Contract
- Hanford Communities Tour
- Annual Meeting w/Congressman Hastings
- Meetings w/Site Managers
- Briefings on Current Hanford Topics
 - Waste treatment plant
 - Major focus on groundwater contamination
 - TRU Retrieval
 - Bulk VIT – tour of test facility
 - Briefing on spill tanks
 - River Corridor Cleanup
 - Hanford Site EIS
- Advocacy for Issues of Local Concern
 - Worked w/TRIDEC
 - Environmental Law Institute
 - Heritage Tourism & B Reactor Preservation
 - Coordination with Sate
 - Met w/Yakama Nation regarding lawsuit – damage assessment
 - 100-300 Area Baseline Risk Assessment
 - Advocacy w/DOE
- Other Responsibilities
 - Emergency Response
 - Worked w/PNNL on transition of 300 area utilities
 - Partner w/HIN outreach to high school students
 - Partnered w/TRIDEC on GNEP

Health District Budget Discussion

Commissioner Benitz presented the 2008 Health District Budget and indicated the Board of Commissioners needed to approve it.

MOTION: Commissioner Benitz moved to approve the Benton-Franklin Health District 2008 Budget. Commissioner Oliver seconded and upon vote, the motion carried.

Continued Public Hearing – 45th Avenue Right of Way

Sue Schuetze, Steve Becken, and Kathleen Fitzgerald via/videoconference discussed the proposed right of way vacation on 45th Avenue.

The letter dated December 12, 2007 from Benton County Public Works was entered into the record. Ms. Schuetze reviewed the report and recommendations by the Prosecuting Attorney's Office and outlined the conditions of the proposed vacation.

Testimony

James Kataroff, petitioner, said he understood that Kennewick wanted utilities on the other side of the road. Ms. Schuetze indicated the map showed Kennewick's request was on his side of the street. He said Kennewick retaining that right of way didn't help clean up the area, which was what they were all trying to accomplish. He asked if there could be an agreement for the City of Kennewick to have the right to purchase it at a later date for the same price and Mr. Becken stated they were not interested in having to re-purchase the right-of-way. He said he was not in favor of proceeding as outlined, but would be willing to pay for acreage as assessed in the report.

The Board discussed the County allowing a fenced right of way through a lease (as was done in the past). Mr. Kataroff said that would be acceptable to him.

Public input was closed but was left open for a future continued public hearing.

Chairman Bowman requested more work done so there was a solution when they came back before the Board.

Commissioner Benitz said the County had the authority to vacate the section 0.33 and said the County should proceed on that section to get it back on the tax rolls. Additionally, he said the solution should be clearly defined and a new appraisal completed. Commissioner Oliver said he concurred with Commissioner Benitz.

The public hearing was continued to January 7, 2007 at 9:25 a.m.

Public Hearing – Ordinance Courthouse Facilitator

Josie Delvin presented resolutions amending Ordinances 407 and 408A to amend the fees imposed and amend the definition to allow a non-attorney for the court facilitator contract.

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

MOTION: Commissioner Benitz moved to approve Ordinance 459 amending Ordinance 407, relating to the user fee imposed for the Courthouse Facilitator Program. Commissioner Oliver seconded and upon vote, the motion carried.

MOTION: Commissioner Benitz moved to approve Ordinance 460, amending Ordinance 408A, relating to the Courthouse Facilitator Program. Commissioner Oliver seconded and upon vote, the motion carried.

Consent Agenda Item “c”

MOTION: Commissioner Benitz moved to approve consent agenda item “c” (Personal Services Agreement with Michelle Dolven for Family Law Facilitator Services). Commissioner Oliver seconded and upon vote, the motion carried

Clerk Storage Needs

Josie Delvin presented proposal from Records Management Services to store her records that were presently on the 2nd floor unshelled area and in her hallway. She said she was completely out of space and needed a place to store her records.

Roy Rogers also requested the Board consider this as a pilot project to see how effective it might be for long-term storage for the county versus building an independent storage facility.

The Board agreed to move forward on her immediate needs and requested she take a look at her long-term storage needs.

Public Hearing – Comprehensive Plan Amendment – CPA 07-01

Phil Mees and Susan Walker said they received a proposed amendment to the Comprehensive Plan submitted by Debra Iseri and recommended approval.

Proponent

Debra Iseri, applicant, spoke in favor and presented a letter dated 12/17/07 entered into the record as proponent exhibit A-23.

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

MOTION: Commissioner Benitz moved to approve the Comprehensive Plan Amendment (CPA 07-01) to change the property designation from Heavy Industrial to Rural Lands 2.5 on 19.62 acres of Heavy Industrial and from GMA Agriculture to RL-2.5 on 10.97 acres lying north of Christy Road in Plymouth WA and adopt the Planning Department’s findings of fact as stated in the staff memo dated November 9, 2007. Commissioner Oliver seconded and upon vote, the motion carried.

Executive Session

The Board went into executive session with DPA Sarah Perry at 10:23 a.m. for approximately 10 minutes to discuss the performance of a public employee. Also present were David Sparks, Cami McKenzie, Melina Wenner, DPA Ryan Brown, Loretta Smith Kelty and Carrie Huie-Pascua (via/videoconference). The Board came out of executive session at 10:40 a.m. The Board took no action.

Executive Session

The Board went into executive session at 10:40 a.m. with DPA Sarah Perry for approximately five minutes to discuss union negotiations. Also present were David Sparks, Cami McKenzie, Melina Wenner, DPA Ryan Brown, and Loretta Smith Kelty. The Board came out of executive session at 10:41 a.m. and took no action.

MOTION: Commissioner Benitz moved to approve the 2008 Collective Bargaining Agreement Between Benton County and AFSCME Local 2658B, Representing the Appraisers. Commissioner Oliver seconded and upon vote, the motion carried unanimously.

Red Mountain Phase 2 Master Site Plan

J.T. Atkins gave a Powerpoint presentation on the Red Mountain Phase 2 Master Site Plan. The presentation included the following information:

- Phase 1 – resource inventory, visitor analysis, concept plans, infrastructure analysis, building character, working w/advisory team, and one public meeting
- Phase 2 – resource inventory, visitor analysis, refined master site plan, wine village draft concept, refined infrastructure plan, preliminary zoning ordinances, draft design guidelines, working w/advisory team, two public meetings
- Master Site Plan Report - cultural features, program elements, rural roads, entry points, vineyards and wineries, visitor amenities, wine village, trails and viewpoints, interpretive opportunities, connections to regional rails, mixed land uses
- Utility Infrastructure - domestic water, fire suppression, domestic and industrial wastewater
- Proposed Zoning Districts – Red Mountain Agricultural District, Red Mountain Mixed-Use District, Red Mountain Visitor Serving Commercial District, and RL-5
- Design Guidelines – signage, private realm, guidelines for industrial buildings, and building types
- Next Steps: EIS, zoning and draft design guidelines and public review process, Benton County Comprehensive Plan process, wine village – continue discussions w/KID, continue discussions on interpretive opportunities, mixed use area planning, and infrastructure

Commissioner Oliver discussed his desire to get a comprehensive approach to the infrastructure.

Tom Hedges, Hedges Family Estate, said the most important element was location. He said the only elements lacking were places for people to come and stay and architectural zoning controls. He stated there was a tremendous amount of demand to invest in Red Mountain.

Jim Holmes, owner on Red Mountain, said they needed to do something before the opportunity got away and were willing to do what was needed for the infrastructure. Additionally, stated he was very impressed with the county staff.

Mr. Shaw, farmer and winemaker on Red Mountain, said he was very impressed with the process and the county staff and thanked the County for its leadership.

The Board agreed that Phase 2 for the Master Plan was complete.

Commissioner Benitz said he was concerned about equity in the process and wanted to ensure there was clear and defined process in place that was fair and equitable for everyone in looking at the zoning ordinances throughout the county.

The Board suggested another workshop in January to discuss the next steps to be taken.

County Seat Discussion

David Sparks asked the Board for direction on proceeding ahead.

Commissioner Oliver said there had been a tremendous amount of growth at the other end of county, but also wanted the Courthouse to stay in Prosser. He requested staff move forward with getting costs associated with moving administrative offices.

Commissioner Benitz said the Board did not request the report and he felt there were factual assertions that were incorrect. He said he wanted the Courthouse to stay in Prosser and wanted Commissioner staff to look at the numbers associated with moving administrative offices at the annex to the Justice Center campus. Additionally, he wanted to know would assurances could be made so the Courthouse would stay in Prosser and what services were not being provided that should be.

Chairman Bowman said he appreciated the report and the public input. He said if the County increased its administrative services outside the county seat, it would again be in jeopardy. He also agreed the Courthouse should stay in Prosser. He said the legislation is what appeared to be broken and there were other counties having the same issues as Benton County. He agreed the Board should start working on legislative impacts as well as financial impacts of expanding the administrative offices.

Mr. Sparks said the County had not yet addressed the Auditor, Assessor, and Treasurer's administrative needs as far as moving to the Justice Center campus. He said he would like to talk with each department about their needs and bring back a report during the first quarter of 2008.

Commissioner Oliver requested Chairman Bowman start working with legislators and the PA to see about fixing the legislation and dispatch staff to start working on administrative needs for services in Kennewick vs. Prosser, sooner than the first quarter. Mr. Sparks indicated it could be done by the end of January.

Unscheduled Visitors

Cliff Schillinger, Tri-City Horse Racing, said he was speaking on behalf of the horsemen about their concerns with the new prices for barn rental.

The Board indicated the County's costs of keeping the track groomed, fuel costs, and paying an employee to work the track were increasing and the rental agreements included the use of the facility, not just the barns.

Commissioner Board Assignments

Commissioner Oliver said he wanted to rotate the Chair with himself as the Chairman, and the other rotations associated with the Chair. Additionally, he requested the Hanford Area Economic Investment Fund Committee (HAEIFC) assignment.

Commissioner Benitz said he wanted to be appointed as Chairman and also wanted to keep his assignment for the Hanford Area Economic Investment Fund Committee.

Commissioner Oliver asked for a quarterly report on HAEIFC. Commissioner Benitz said he would approach the Board about that request.

Chairman Bowman said he was in favor of rotating the Chairmanship to Commissioner Oliver and was also in favor of Commissioner Benitz retaining his assignment for HAEIFC.

MOTION: Commissioner Oliver moved to approve the Board of Commissioners 2008 Organization as offered with amendments. Chairman Bowman seconded and upon vote, the motion carried with Commissioner Benitz opposing.

Unscheduled Visitors

PJ Phillips, Prosser, asked who was responsible for changing the name of Benton County Clean Air Authority to Benton Clean Air Authority. Commissioner Oliver said they changed the name to alleviate any confusion with it being associated as a county office.

Vouchers

Check Date: 12/12/2007
Warrant # 884975-885539
Total all funds: \$20,832.63

Check Date: 12/14/2007
Warrant # 885834-886383
Total all funds: \$16,751.30

Check Date: 12/14/2007
Warrant #: 885540-885833

Total all funds: \$1,390,870.76

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

Resolutions

- 07-863 Line Item Transfer, Fund No. 0000-101, Dept. 103
- 07-864 Non-Bargaining Salaries – Change in Grade - Central Services
- 07-865 Adoption of 2007 Budgets at Department Level
- 07-866 First Amendment to Standard Service Agreement w/BF Community Action Committee
- 07-867 Line Item Transfer, Fund No. 0000-101, Dept. 114
- 07-868 Purchase of Mower and Mulch Kit
- 07-869 First Amendment to Service Agreement w/Apollo Sheet Metal, Inc.
- 07-870 Authorization to Negotiate/Approve Fairgrounds Rental Contracts, Rescinding Resolution 03-439
- 07-871 Interlocal Agreement for GIS Services w/City of West Richland
- 07-872 Contract Amendment w/Tri-Cities Chaplaincy
- 07-873 Procuring Capital Equipment – Van for Juvenile Justice
- 07-874 Defense Service Contract w/D Arnold
- 07-875 Defense Service Contract w/C Swaby
- 07-876 Defense Service Contract w/K Holt
- 07-877 Defense Service Contract w/L Zeigler
- 07-878 Defense Service Contract w/S Mendoza
- 07-879 Defense Service Contract w/R Johnston
- 07-880 Defense Service Contract w/S Tarkenton Cornish
- 07-881 Defense Service Contract w/S Ajax
- 07-882 Defense Service Contract w/T Meehan
- 07-883 Termination of Personal Service Agreement w/S Swanberg
- 07-884 Defense Service Contract w/S Swanberg
- 07-885 Appointment of New Park Board Member
- 07-886 2008 Bi-County Non-Bargaining Wage & Contribution Medical Benefits
- 07-887 Workers' Compensation Claims Administration Agreement w/Contract Claims Services Inc.
- 07-888 Line Item Transfer, Fund No. 0155-101, Dept. 000
- 07-889 Griffin & Johnson Road Intersection Local Agency Agreement, Supplement No. 1
- 07-890 Sheet 1 Plan Approval for Griffin & Johnson Road Intersection
- 07-891 E.R. & R. Purchase of 4x4 Truck Cab & Chassis
- 07-892 Supplement No. 2 to Agreement GCA-5439, I-82 to SR 397 Intertie Project, Phase 3
- 07-893 E.R. & R. Surplus Equipment; Consignment Agreement – John Deere 6400
- 07-894 Drainage Improvement District Budget & Levy for 2008
- 07-895 Authorization to Sign Contract for Webber Canyon – USBR Canal Realignment
- 07-896 Washington State Department of Corrections Custody Contract
- 07-897 Authorization to Purchase Corrections Uniforms
- 07-898 Authorization to Purchase Religious Supplies for Tri-Cities Chaplaincy

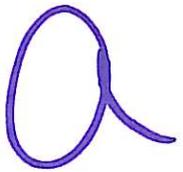
- 07-899 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 07-900 Line Item Transfer, Fund No. 0000-101, Dept. 125
- 07-901 Line Item Transfer, Fund No. 0000-101, Dept. 123
- 07-902 Amending Ordinance 407, Relating to the User Fee Imposed for the Courthouse Facilitator Program
- 07-903 Amending Ordinance 408A Relating to the Courthouse Facilitator Program
- 07-904 Authorizing Chairman to Sign Personal Services Agreement with Michelle Dolven for Family Law Facilitator Services
- 07-905 Amendment to th Benton County Comprehensive Plan, File CPA 07-01
- 07-906 Collective Bargaining Agreement Between Benton County Local 2658B, representing Appraisers
- 07-907 Organization of the Benton County Commissioners for the Year 2008

The Board meeting adjourned at approximately 12:10 p.m.

Clerk of the Board

Chairman

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	\$4,850.81
Human Services	0108-101	59.95
Total		\$4,910.76

BE IT RESOLVED by the Board of Benton County Commissioners that all outstanding warrants issued on or before December 31, 2006, are hereby canceled as of December 31, 2007. 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

**Stale Dated Outstanding Warrants
Current Expense**

Micro #	Check Date	Amount	Vendor Name
832845	01/06/06	10.00	GARCIA, ALMA
833679	01/17/06	11.94	VERELLEN, RICHARD J
833317	01/17/06	14.85	BEDELL, AMANDA
833473	01/17/06	14.85	JULSON, JOHN M
833632	01/17/06	14.85	SHEROSKI, JEREMIAH DAVID
833686	01/17/06	14.85	WATSON, JOHN S
833600	01/17/06	15.82	RODDA, JEFF A
833436	01/17/06	16.79	HALL, JASON
833614	01/17/06	16.79	RUTT, BARBARA L
833602	01/17/06	18.73	ROLPH, TANYA
833653	01/17/06	41.04	SWANSON, SUSAN KAY
834252	01/27/06	10.00	CROSS, MICHAEL
834271	01/27/06	10.00	HICKS, JORDAN
834284	01/27/06	13.39	KINGHAM, LYNN
834311	01/27/06	14.85	ROBERTS, DAVID
835477	02/10/06	23.88	EMRICH JR, JAMES
836028	02/15/06	10.89	HOLMES, ALBERT L
836089	02/15/06	11.78	KRUPKE, MATTHEW E
836208	02/15/06	12.67	OVERLIE, KRISTI KAY
835854	02/15/06	13.56	BROWN, AMY L
836187	02/15/06	13.56	NEILL, KAREN L
836349	02/15/06	13.56	TRAMEL, GARY G
835942	02/15/06	14.45	ECKELBERGER, SHERI E
836120	02/15/06	15.34	LOVEJOY, CHRIS
836230	02/15/06	15.34	POTTS, GERALD H
836403	02/15/06	15.34	WRAY, STEPHEN A
836159	02/15/06	18.01	MEADOR, BRANDON JAMES
836194	02/15/06	18.90	NEWSOME, TODD
836294	02/15/06	18.90	SHIMSKEY, RICK
836344	02/15/06	18.90	THOMPSON, WILLIAM STANLEY
835829	02/15/06	19.79	BILLS, GARY
836108	02/15/06	28.69	LEARY, KEVIN D
836123	02/15/06	28.90	LUEDTKE, SANDRA K
836264	02/15/06	28.90	RUBALCAVA, MARIA ISABEL
836071	02/15/06	36.02	KIMSEY, ROBERT L
835929	02/15/06	37.80	DETERS, KATHERINE ANN
836262	02/15/06	38.01	ROW, LINDA C
836017	02/15/06	41.15	HICKS, PATRICK ALLEN
836356	02/15/06	45.60	URBINA, MANUEL

837959	03/10/06	11.78 EPPERLY, JAMES M
838005	03/10/06	11.78 HALVERSON, THOMAS L
837767	03/10/06	12.43 RAMIREZ, JENNIFER
837775	03/10/06	12.43 RODRIGUEZ, VIOLET
838275	03/10/06	12.67 SPENCER, REED W
838310	03/10/06	13.56 THURSTON-HAGEN, SARAH
838069	03/10/06	14.45 KADINGER, JOSEPH BRIAN
838076	03/10/06	18.01 KHIANEY, KANNAHIYA L
838233	03/10/06	19.79 RYAN, DANIEL P
837943	03/10/06	31.36 DOWNS, JANELLE L
838576	03/17/06	10.00 FARNSWORTH, JEREMY
839535	03/31/06	10.00 NAVA, ELIZABETH
839529	03/31/06	14.45 MUNOZ, JOSE
840504	04/07/06	2.67 SLEATER, CINDY M
840222	04/07/06	12.67 IMMELE, M ANN
840440	04/07/06	12.67 RIOJAS, ROSALINDA P
840235	04/07/06	13.56 JEAN, JULIE M
840277	04/07/06	13.56 KRAHN, LAURA A
840055	04/07/06	14.45 CLOUSE, THOMAS JAMES
840603	04/07/06	14.45 WHITE, CYNTHIA LYNNE
840071	04/07/06	15.34 CUMBLIDGE, STEPHEN
840136	04/07/06	15.34 GARDNER, JAMES DAVID
840159	04/07/06	15.34 GRISHAM, CAROL A
840424	04/07/06	15.34 PUZYCKI, DORA L
840618	04/07/06	15.34 WOLFE, ROBERT G
840042	04/07/06	17.12 CHAPMAN, CHRISTOPHER C
840062	04/07/06	18.01 COOK, KELLY E
840432	04/07/06	21.78 REAVELY, SUSAN K
840269	04/07/06	22.46 KIRKHAM, RANDY R
840629	04/07/06	23.56 ZAPATA-BAZAN, CARLOS HORAC
840516	04/07/06	28.90 SOMERS, CYNTHIA L
840335	04/07/06	32.46 MEEKS, GARRY WILLIAM
840058	04/07/06	36.02 COLEMAN, KAREN DANETTE
840625	04/07/06	38.01 YORK, PATRICE
839956	04/07/06	38.48 AGUAYO, ARTURO
840345	04/07/06	40.68 MIJIC, SERGEJ
840632	04/07/06	44.92 ZIMMERMAN, ROBERT VERNON
840559	04/07/06	72.25 TIPKE, KIMBERLY KAY
841389	04/21/06	109.00 WASHINGTON AUTOMATED, INC.
841984	04/28/06	18.90 MOSES, JERAD
842286	05/05/06	10.00 VARGAS, JUAN
842342	05/05/06	12.67 BERRY, PETER
842635	05/05/06	12.67 MITCHELL, Eshell LOUESSA
842705	05/05/06	12.67 ROBERTS, VALERIE J

842469	05/05/06	13.56 GABRIEL, ERNEST J
842550	05/05/06	14.45 JOHNSON, AARON
842537	05/05/06	15.34 HOWARD, CINDY F
842402	05/05/06	18.90 COLEMAN, CHRIS
842734	05/05/06	24.24 SIMPSON, CONNIE D
842768	05/05/06	26.02 TILTON, KAREN E
842396	05/05/06	28.90 CLAIRMONT, CRAIG S
842805	05/05/06	35.34 WILKINSON, CHERYL
842284	05/05/06	38.92 VALENCIA, ELANA
842567	05/05/06	41.15 KING, LOREN
844845	06/09/06	10.00 BECK, GORDON E
844860	06/09/06	11.78 BOSLEY, KELSEY MARIE
845096	06/09/06	12.67 JOHNSON, JEANNINE C
845442	06/09/06	12.67 ZUMHOFE, PEGGY JO
844985	06/09/06	13.56 FORSMAN, NANCY L
845170	06/09/06	13.56 MANAWADU, BRENDEN RANJITH
845219	06/09/06	13.56 NEER, JENNIFER BRIE
844829	06/09/06	14.45 BADDLEY, TODD
845201	06/09/06	14.45 MOE, TERESA ANN
845380	06/09/06	14.45 TRINDLE, EMILY CATHERINE
844993	06/09/06	15.34 FULTON, JOHN L
845077	06/09/06	16.23 HOPKINS, BLAIR HIGHLEY
845099	06/09/06	16.23 JONES, AMY J
845317	06/09/06	16.23 SAUNDERS, NINA J
845328	06/09/06	18.01 SHOEMAKE, JOY
845425	06/09/06	18.01 WILSON, R SHAWN
845149	06/09/06	18.90 LERCHEN, MEGAN
845443	06/09/06	25.13 ZWICKER, LINDSAY CARMEN
845284	06/09/06	27.12 RICHMOND, MARSHALL C
845172	06/09/06	30.68 MARDEN, TRAVIS A
845260	06/09/06	32.46 PFISTER, RICHARD T
844878	06/09/06	34.24 BURKE, LINDA D
845271	06/09/06	76.96 RADOSEVICH, JOSEPH GEORGE
845808	06/16/06	10.00 PRUETT, TAMARA
845830	06/16/06	31.81 SWOPE, ANNE
846590	06/30/06	14.45 ALVAREZ, AMELIA
846720	06/30/06	15.34 HINOJOSA, GUS R
846739	06/30/06	15.34 KENITZER, JENNIFER
846786	06/30/06	37.80 OLIVERA, GUILLERMO
847712	07/14/06	1.78 ERVIN, THERESA L
847447	07/14/06	10.00 DOMINGUEZ, LETICIA C.
847678	07/14/06	10.89 DAVIDSON, PETRA
847853	07/14/06	10.89 LING, VICKIE
847615	07/14/06	14.45 BARR, CHARLES H

847812	07/14/06	14.45 JOHNSTONE, CARLA SUE
847748	07/14/06	15.34 GRUNKE, TERESA K
847990	07/14/06	15.34 SPRAGUE, BRIAN KEITH
848017	07/14/06	15.34 TOLLBOM, S. CULLEN
847981	07/14/06	16.23 SMITH, CHERIE H
847892	07/14/06	17.12 MORRIS, COLIN
847962	07/14/06	17.12 SAPP, CALEB
847814	07/14/06	18.01 JONES, KRISTOPHER CHARLES
847939	07/14/06	39.58 REISENAUER, GUY F
847860	07/14/06	94.92 MANKE, KRISTIN LEE
848344	07/21/06	27.80 MCINTOSH, WILLIAM
849198	08/04/06	19.00 KING, JOSEPH D
849584	08/11/06	5.01 AUTOBAHN AUTO CARE CENTER
849894	08/15/06	10.00 CARPENTER, DEBRA L
850022	08/15/06	10.00 GARCIA, OSCAR
849983	08/15/06	10.89 ERDMAN, NICHOLE M
850463	08/15/06	10.89 YULE, KRISTI LYNN
850219	08/15/06	11.78 MERRITT, CHARLES R
850117	08/15/06	12.67 JOHNSON, TERESA M
850249	08/15/06	12.67 NICHOLS, JILL
849960	08/15/06	16.23 DEEN, ADRIANNE MARIE
850038	08/15/06	17.12 GODDARD, MARSHALL WAYNE
850461	08/15/06	18.90 YOUNG, BRUCE W
850229	08/15/06	20.68 MOHLIN, RACHELLE LYNN
850122	08/15/06	28.90 JONES, RUSSELL J
850125	08/15/06	28.90 JUETTE, JON L
850202	08/15/06	38.48 MCCOMBS, ZACHARY ALLEN
850454	08/15/06	48.69 WRZESINSKI, WENDELL
850251	08/15/06	69.84 NOVAK, JENNIFER A
850094	08/15/06	72.04 HOLMBERG, DEIDRE
851242	08/25/06	10.00 HINOJOSA, CRISTY S
851375	08/25/06	12.23 ZAMBRANO, MARTIN
851212	08/25/06	17.12 DIMAS, AIMEE
851243	08/25/06	20.00 HINOJOSA, GABRIELLA
851546	09/01/06	16.68 NEUHART, MARCUS
852003	09/08/06	11.78 GREENE, ELIZABETH M
851957	09/08/06	12.67 EDENS, VICTOR G
852060	09/08/06	12.67 KELLEY, MICHAEL B
852149	09/08/06	15.34 PEDERSON, KARIN
852107	09/08/06	18.01 MCKAY, WILLIAM L
852204	09/08/06	30.68 SHARP, JESSE R
851979	09/08/06	34.24 FLORA, DALICIA J
852218	09/08/06	39.58 SMITH, ANDRE
852719	09/15/06	200.00 SWABY, CHRISTOPHER

853966	09/29/06	12.67 WATSON, NETTIE
853978	09/29/06	12.67 WIERMAN, STEVEN S
853487	09/29/06	13.56 ACEVEDO-MORENO, MAURICIO
853567	09/29/06	13.56 CATHEY, NATHAN G
853917	09/29/06	13.56 SPURLOCK, ELIZABETH MARGAR
853787	09/29/06	14.45 MABRY, JEANNA M
853896	09/29/06	14.45 SAMBASIVAN, V
853625	09/29/06	15.34 ELLINGSWORTH, RANDY D
853628	09/29/06	15.34 ESTLE, RICKY S
853624	09/29/06	17.12 EDWARDS, BECKY LYNN
853626	09/29/06	17.80 ELSTON, WAYNE
853596	09/29/06	19.79 CURTIS, JOSHUA EARL
853704	09/29/06	20.68 HUDON, CARRIE A
853616	09/29/06	23.35 DITTUS, ROSS W
853694	09/29/06	44.92 HINDE, JOHN
854671	10/13/06	40.00 ADAMS, PATRICIA L
856507	11/09/06	10.89 WRIGHT, KATRINA
856979	11/09/06	12.67 OLVERA, MICHAEL ANGEL
856716	11/09/06	13.56 FORSYTHE, WILLIAM C
857161	11/09/06	13.56 TRINDLE, EMILY CATHERINE
856643	11/09/06	14.45 CRAIG, KIMBERLY RAE
856675	11/09/06	14.45 DOREMUS, WILLIAM BUCK
856754	11/09/06	14.45 GREEN-COMBS, JOSHUA SCOTT
856790	11/09/06	14.45 HEIMAN, CATHERINE
856587	11/09/06	15.34 BRYANT, JANET L
856616	11/09/06	15.34 CHERRY, CHRISTOPHER M
856803	11/09/06	15.34 HIRSCH, ELIZABETH FARRELL
856677	11/09/06	16.23 DRAPER, MIKE A
856928	11/09/06	16.23 MAUPIN, KELLY
856571	11/09/06	18.01 BRAGG-STAUDT, JOY MARIE
856848	11/09/06	18.90 KATHMAN, LOEL
856906	11/09/06	18.90 LUX, AMIDI
856389	11/09/06	22.67 GRIGSBY, SAMANTHA
856799	11/09/06	27.12 HILL, BARBARA
857131	11/09/06	27.12 STEWART, DOROTHY H
856620	11/09/06	51.83 CHRISTIANSON, JOYCE
858781	12/08/06	20.00 OROZCO, JESSICA
859324	12/15/06	11.78 BRADFORD, CHRISTOPHER
859676	12/15/06	12.67 WOODCOCK, MARK A
859432	12/15/06	14.45 GUTIERREZ, FERNANDO RIVAS
859443	12/15/06	14.45 HECK, ALAYNE S
859615	12/15/06	14.45 SMITH, EARLEIN PATRICIA
859653	12/15/06	14.45 WALLACE, JACCI MAY
859155	12/15/06	14.90 HODGES, KEVIN

859671	12/15/06	15.34 WINN, SANDRA
859292	12/15/06	17.12 AKITA, RAYMOND
859305	12/15/06	17.12 BECK, KENT J
859368	12/15/06	17.12 DAVIS, GLENDA M
859623	12/15/06	18.90 STEBERL, MICHAEL P
859308	12/15/06	34.24 BEDEN, MICHELLE
859435	12/15/06	79.16 HAMILTON, MICHAEL D

4,850.81

**Stale Dated Outstanding Warrants
Human Services**

Micro #	Check Date	Amount	Vendor Name
854680	10/13/2006	9.95	
854754	10/13/2006	50.00	
	TOTAL	<u>\$ 59.95</u>	

** Multiple Funds

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY RE: THE BENTON COUNTY BUSINESS TRAVEL AND EXPENSE POLICY; RESCINDING RESOLUTION NO. 07-790

WHEREAS, pursuant to RCW 2.36.150 and RCW 43.03.060, the mileage allowance paid for jury duty is prescribed by the Director of Financial Management; and

WHEREAS, the State of Washington, Office of Financial Management, and the Internal Revenue Service have adopted a new rate of \$.505 per mile;

NOW, THEREFORE,

BE IT RESOLVED that effective this date, the reimbursement rate for mileage shall be increased to \$.505 per mile for all Benton County employees, jurors, expert witnesses, and other travelers authorized to travel by the County; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves the attached Business Travel and Expense Policy, as amended, and that Resolution No. 07-790 is hereby rescinded.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BUSINESS TRAVEL AND EXPENSE POLICY

I. PURPOSE

This guideline provides policies and procedures for authorizing business travel and for reporting reimbursable business expenses.

II. POLICY

It is the policy of Benton County that business travel and expenses be restricted to those activities that are necessary and clearly in the best interest of the County. All employees need to remain sensitive to potential negative public perceptions regarding business expenses incurred by government employees and to use prudence and good judgment when traveling at County expense. As such, Benton County is establishing a per diem only reimbursement method for meals incurred to conduct County business (except for the two provisions provided in section II, subsection A, paragraph 4).

Reimbursement for other travel expenses outside Benton County and for business expenses within the immediate area are limited to actual, necessary, and reasonable expenses in accordance with RCW 42.24. Established reimbursement rates for business travel are listed in Attachment 1. Meals are established at a per diem rate only (except for the two provisions provided in section II, subsection A, paragraph 4).

Business expenses are categorized as follows:

- A. Allowable Expenses. Unless specific exceptions are granted by the approving authority, the following cost limitations apply:
 1. Transportation. Travel is to be by the most direct route and by the most economical mode available in the form of transportation approved by the responsible elected official or department director/manager. If more expensive transportation is used, reimbursement is limited to costs that would have been incurred had the most economical means been used.
 2. Mileage. Travelers using privately owned automobiles on County business will be reimbursed for actual miles driven at the established rate (see Attachment 1).
 3. Lodging. Lodging should be at the lowest available government, corporate, or conference rate. Travelers may stay at the conference center hotel even if less expensive lodging is located nearby. Otherwise, travelers are to make use of the most economical, suitable accommodations available. County employees are not required to stay in lodgings of a quality inferior to those rated at one star in the appropriate Mobile Travel Guide (available at the Richland Public Library).

4. Meals

- a. Benton County. Meal reimbursements will be allowed within Benton County only upon written authorization from the department's Elected Official and will be reimbursed at the established federal per diem rates (See Attachment 1). Departments reporting to the County Commissioners will require authorization from two Commissioners. Elected Officials are responsible for authorizing their own meal reimbursements.
- b. Outside Benton County. Meal reimbursements outside Benton County will be allowed at the established federal per diem rates (see Attachment 1) or under one of the two exceptions listed below. Meals included in registration fees or included with lodging are not reimbursable.

EXCEPTION #1 (Receipt Supported Business Meals for Elected Officials and Department Directors/Managers-\$50.00 Maximum): Elected Officials and Department Directors/Managers may be reimbursed for receipt-supported business meals (receipt must be itemized and issued by the vendor) necessary to transact County business up to a maximum of \$50.00 total per day or individual per meal amounts based thereon pursuant to the receipt supported meal rates in Attachment 2. Because of IRS regulations, if a sufficiently detailed receipt is not submitted, the traveler will only be reimbursed at the applicable standard per diem meal rate set forth in Attachment 1 for the entire day or for partial day meal(s).

EXCEPTION #2 (Conference or Meeting Meals): At some conferences or meetings, the breakfast, lunch, or dinner functions may require an extra charge for the meal (not included in the registration). Since this is out of the employee's control, the employee may be reimbursed for such expense, as long as a detailed receipt is submitted. The remaining meals shall be reimbursed at the applicable standard per diem meal rate set forth in Attachment 1 for partial day meal(s), and not eligible for the full per diem.

5. Tips. Tips up to 15 percent (rounded up to the nearest \$1.00) are reimbursable for meals that fall into the two exceptions, not based on per diem. (Tip expenses for meals are included in the established per diem rates). Tips for other services are limited to 15 percent or \$5.00, whichever is less.
6. Miscellaneous Expenses. Necessary miscellaneous business expenses, such as taxi and bus fares, ferries, tolls, parking fees, and educational materials are reimbursable. Detailed receipts are required for miscellaneous business expenses exceeding \$5.00.

B. Non-Allowable Expenses

Expenses of a personal nature that do not benefit the County and which might have been incurred even if the traveler was not on official business are not reimbursable. Examples include, but are not limited to dependent expenses, entertainment, traffic fines, loss or damage to personal property, purchase of personal articles, personal telephone calls, in-room movies, laundry service, valet service, and alcoholic beverages.

EXCEPTION: Employees are allowed reimbursement for one personal call of approximately 10 minutes for each night spent out of town, provided they must use the most economic method available.

If additional costs resulting from combining personal and business travel are prepaid by the County (for example: increased airfare due to indirect routings or extra stops), those additional costs shall be paid to the County by the traveler upon return of trip.

III. RESPONSIBILITY

- A. Employees. Employees traveling on County business are responsible for making themselves aware of and following these procedures.
- B. Elected Officials and Department Directors/Managers. Elected officials and department directors/managers are responsible for verifying the trip is necessary and clearly in the best interest of the County, that budgeted funds are available, and ensuring that these procedures are complied with.

The employee's elected official or department director/manager must approve all business travel expenses.

IV. PROCEDURE

- A. Travel Documents. Travelers need to keep in mind that they are responsible for the accuracy of information reported on County travel documents.
- B. Conferences, Classes, and Seminars. Registration for a conference, class, seminar, etc. must be approved by the department director/manager or elected official.
- C. Advance Travel. The Advance Travel form must be received by the department director/manager or elected official at least three working days before leaving if the trip involves travel advance, transportation tickets, or registration fees. Travel advances may be provided when anticipated out-of-pocket expenses are expected to exceed \$100.00 per person. At the discretion of the elected official or department director/manager, a County credit card may be provided.

Advance travel checks may be picked up from the Treasurer within one working day of departure unless alternate arrangements are made due to unusual circumstances. The traveler, or an authorized representative, must pick these up.

D. Travel Modes.

1. Commercial Air Travel. Reservations for commercial air transportation may be made through each department. Travelers are not required to fly on aircraft not able to carry at least twenty passengers.
2. County Vehicles. If available, a County vehicle should be considered for business travel outside Benton County if the most appropriate mode of travel is by automobile.
3. Personal Vehicles. Travelers using personal vehicles must have a valid driving license and State of Washington required insurance coverage. The County retains liability insurance, but it only covers claims against the County, not against the traveler.
4. Rental Vehicles. Vehicle rentals should be considered as an alternative to personal vehicles if the cost is more beneficial to the County.

E. Additional Requirements.

1. Advance Travel. Advance Travel will not be provided for travel that will be reimbursed by an outside entity.
2. Multiple Travelers. If traveling by automobile and if practicable, all travelers to the same event shall travel together in the same vehicle. Those choosing not to share a ride when practicable may be required to cover their own transportation costs.
3. Consideration of Value. All promotional air fare, tickets, discount coupons, or negotiable items of value received as a result of travel on County business may not be used by the traveler for personal purposes.

F. Reporting.

1. Expense Vouchers. Expense vouchers shall be approved by the department director/manager or elected official and then forwarded to the Auditor, with receipts attached. In lieu of an actual receipt, a signed affidavit stating the nature of the purchase, items purchased, and the reason for no receipt will be accepted.

ATTACHMENT 1 – Page 1

Benton County - Travel and Expense Policy

ESTABLISHED REIMBURSEMENT RATES

This attachment to the Business Travel and Expense Policy shall be reissued by the Commissioners as reimbursement rates change.

Mileage Reimbursement

The reimbursement rate for use of a personal vehicle for business purposes shall be \$0.505 cents per mile, which is subject to change annually.

Meal Expenses

Employees shall be reimbursed for the cost of meals consumed while conducting official County business at the IRS Maximum Federal Per Diem Rates, as published in the federal register by the General Services Administration (GSA) GSA Federal Per Diem Rates are in effect until updated by the Benton County Commissioners. GSA Federal Per Diem Rates are available on the web at <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

MAXIMUM FEDERAL PER DIEM RATES
Frequently Traveled Cities

<u>CITY</u>	<u>MEALS</u>	<u>CITY</u>	<u>MEALS</u>
Seattle & King County	\$64.00	Portland	\$49.00
Spokane	\$49.00	San Francisco	\$64.00
Olympia/Tumwater	\$49.00	Salt Lake City	\$54.00
Tacoma	\$59.00	Las Vegas	\$64.00
Tri-Cities	\$39.00	Reno	\$49.00
Vancouver	\$49.00	Los Angeles	\$64.00
Yakima	\$39.00	San Diego	\$64.00
Wenatchee	\$39.00	Denver	\$49.00
Lynnwood	\$54.00	Chicago	\$64.00
Ocean Shores	\$44.00	Nashville	\$54.00
Bellingham	\$39.00	Charlotte	\$49.00
Moses Lake	\$39.00	Washington D.C.	\$64.00

IRS Publication 1542 provides a detailed listing of most cities in the Maximum Per Diem Rates. Cities and Counties not listed in the publication are reimbursed (per IRS) at \$39.00 per diem.

ATTACHMENT 1 – Page 2

MEALS FOR PARTIAL DAY TRAVEL STATUS

Breakfast *25%	10.00	11.00	12.00	14.00	15.00	16.00
Lunch *30%	12.00	13.00	15.00	16.00	18.00	19.00
Dinner *45%	17.00	20.00	22.00	24.00	26.00	29.00
Total Daily 100%	39.00	44.00	49.00	54.00	59.00	64.00

*Rounded to the nearest dollar

*These rates include 15% tips rounded to the nearest dollar

ATTACHMENT 2

ELECTED OFFICIALS AND DEPARTMENT DIRECTORS/MANAGERS
ITEMIZED RECEIPT SUPPORTED MEAL RATES

Breakfast	\$12.00
Lunch	\$15.00
Dinner	<u>\$23.00</u>
Total	\$50.00
Tip	*15% (maximum)

In order to comply with IRS guidelines governing reimbursable meal expenses, if a sufficiently detailed receipt is not submitted, the traveler will be reimbursed at the Attachment 1 standard appropriate daily per diem meal rate for the date of the missing receipt. **NO EXCEPTIONS.**

RECEIPT SUPPORTED REIMBURSEMENT: Receipt supported reimbursement for a full day's meals shall not exceed a total of \$50.00 per day, plus 15 percent for tips. Because of the possibility of negative public perceptions of government travel, it is expected that the receipt supported, maximum daily amount will be used infrequently and in situations where it is necessary and beneficial to the County.

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE STATE OF WASHINGTON, OFFICE OF SECRETARY OF STATE, DIVISION OF ARCHIVES AND RECORDS MANAGEMENT AND THE BENTON COUNTY COMMISSIONERS

WHEREAS, the Board of Benton County Commissioners accepted the award of grant funding from the State of Washington, Division of Archives and Records Management in the amount of \$4,200 to support records management needs within the Commissioners Office; and

WHEREAS, the Interlocal Agreement establishes the understanding for providing document preparation, scanning, and microfilming services. Specific work to be performed is described in a separate Statement of Work; and

WHEREAS, the Washington State Archives Representative provided the "Statement of Work" to accompany the Interlocal Agreement as Exhibit A, based on County's needs and what was observed through a site visit; **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Interlocal Agreement and the Statement of Work and authorizes the Chairman of the Board to sign both the Interlocal Agreement and Statement of Work attached hereto.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**INTERLOCAL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES**

THIS AGREEMENT is made and entered into by and between the BENTON COUNTY COMMISSIONERS (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Interlocal Agreement establishes the understanding for providing document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work that is attached hereto as Exhibit A.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER, ARCHIVES will transfer the documents to an ARCHIVES'S regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days from the invoice date will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement.**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted**. Boxes may be weighed before transporting. ARCHIVES have archival quality boxes with attached lids for purchase. Imaging Services have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.

6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate.
7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. CUSTOMER agrees to comply with the RCW 39.34.040, if required. This Agreement shall remain in effect until May 31, 2009.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two-year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work, which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER, and the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement.
2. ARCHIVES will send an itemized bill to the CUSTOMER each month that includes work done in the prior month's imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment so the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed \$4,200.00**. This amount can be increased by amendment to this Agreement.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.

2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:

Loretta Smith Kelty
Benton County Commissioners
620 Market St
Prosser, WA 99350
Telephone Number: (509) 786-5600
Fax Number: (509) 786-5625
Email Address: Loretta.SmithKelty@co.benton.wa.us

3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:

David Tuckett
Imaging and Preservation Services Manager
Office of the Secretary of State
Washington State Archives
711 Tumwater Boulevard
Tumwater, WA 98512
Telephone: (360) 586-2487
Fax Number: (360) 586-9602
Email Address: dtuckett@secstate.wa.gov

4. Notice shall become effective upon delivery in person, three business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.
2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.
3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 711 Tumwater Boulevard SW, Tumwater, WA 98512.

- 4 Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.
 - A. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issues(s);
 - state the relative positions of the parties;
 - state the party's name, address, and contract number; and
 - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
 - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.
 - B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.
 - C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outline above.
5. This Agreement shall be construed and interpreted in accordance with the law of the State of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.
6. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this agreement.
7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.
8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement, together with all of its attachments and subsequent Statement of Work constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

CUSTOMER

OFFICE OF THE SECRETARY OF STATE

Signature Date

William Fieber Date
Contracts Officer

Leo Bowman
Commissioner

Approved as to form.
Office of the Attorney General

**STATEMENT OF WORK NO. 1
FOR INTERLOCAL AGREEMENT 801B-895**

This Statement of Work is made and entered into by and between the BENTON COUNTY COMMISSIONERS (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Interlocal Agreement No. 801B-895.

CUSTOMER: **Benton County Commissioners**
 P.O. Box 190
 Prosser, WA 99350

	<u>Customer</u>	<u>Archives</u>
Contact:	Loretta Smith Kelty	David Tuckett
Telephone No.:	509-786-5600	360-586-2487
Email:	Loretta.SmithKelty@co.benton.wa.us	dtuckett@secstate.wa.gov

I. SPECIFIC SERVICE

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. PRICES

Fee Schedule		
Service	Unit	Unit Price
Per mile for all trips on a regular multi-stop route	Per Mile	0.30
Per box for all trips	Per Box	1.50
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade C	Per Image	0.15
Indexing	Per File	0.20
16mm Microfilm – Single TIFF Images to Microfilm – Basic Service	Per Image	0.0175
16 mm scanning @ 300 DPI (good quality)	Per Image	0.03
Hard Drive, External USB	Each	200.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Service	# of Units	Total Unit Cost
Per mile for all trips on a regular multi-stop route	472	141.60
Per box for all trips	8	12.00
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade C	6,064	909.60
Indexing	7,200	1,440.00
16mm Microfilm – Single TIFF Images to Microfilm – Basic Service	6,064	106.12
16 mm scanning @ 300 DPI (good quality)	22,800	684.00
Hard Drive, External USB	1	200.00

All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Subtotal		3,493.32
8.4 percent sales tax:		293.44
Total		3,786.76

As stated in the Agreement, the maximum amount payable under this Agreement and Scope of Work is \$4,200. It shall be the responsibility of ARCHIVES to monitor its work so as not to perform services costing in excess of that amount.

III. CONTRACT PERIOD FOR STATEMENT OF WORK

The date of execution, which is the date of the last signature, through May 31, 2009.

IV. SERVICE DELIVERY

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. GENERAL TERMS AND CONDITIONS

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Interlocal Agreement No. 801B-895 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. This Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

Exhibit A

The ARCHIVES shall:

Pickup & Delivery

- Pickup and deliver the documents from/to CUSTOMER at:
Benton County Commissioners
620 Market Street
Prosser, WA 99350
- Large projects may be separated into individual job work orders which are sized based on completing each work order within 90 calendar days.
- Handle documents to prevent damage. Archives will not be held liable for inadvertent damage caused by the scanning process.
- Documents will not be stapled or clipped (reassembled). Oversize documents will be placed back in its original file location.
- Re-box the documents into a new Archive box if the original box is deemed insufficient to properly preserve the records. CUSTOMER will be invoiced for all new boxes required for their project.
- Return the documents to the following location within 15 calendar days of completing the imaging services:
Benton County Commissioners
620 Market Street
Prosser, WA 99350
- Deliver hard drive with images to the following location:
Benton County Commissioners
620 Market Street
Prosser, WA 99350

Project Management

- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
- Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES staff will review the project prior to beginning work and notify the customer of any cost adjustments required for document preparation which exceed the original estimate.

Scan - Paper Documents

- Perform paper document scanning for documents up to 11" by 17".
 - Record series Minutes, Resolutions, or Ordinances and Disposition Authority Number (DAN) GS50-05A-13 or GS50-05A-16
 - This category of work consists of approximately 6,064 pages within 3 boxes.
 - This category of work is given the complexity Grade C
- Provide Imaging Services for documents up to 11" x 17" on production auto-feed scanners.
- Count each side of two-sided documents as one page.
- "Imaging Services" shall include:
 - Preparing documents for scanning by removing documents from bindings or binders, removing staples, paper clips, flattening and/or mending pages.
 - Removing all oversized (larger than 11" x 17") documents for microfilming and film scanning.
 - Placing a Flash Target where oversized documents were removed. Flash targets will be treated as a normal page for scanning and will have the following information:
 - Oversized document removed and scanned
 - Oversize document description: _____
 - File name of oversized document: _____
 - File name of first page of parent document: _____
 - Placing all oversized images into a separate folder by Record Series.

- o Scanning documents in bi-tonal mode at 200 dots per inch (dpi). All clearly visible markings on all pages will be captured in the image.
- o Scanning removable notes both on the page and off if text is obscured.
- o Performing a visual quality control inspection of every scanned image by viewing each image and comparing it to the original document page.
- o Re-scanning poor quality images as needed.
- o Providing TIFF Group IV Multi-Page image files.
- o Naming images as follows:
Index fields according to the format under the Indexing subheading.

Film Scan

- This category of work consists of approximately 22,800 images on 10 reels.
- "Imaging Services" shall include:
 - o Scanning the roll film and creating TIFF Group IV image files at 300 dpi.
- Re-filming or re-scanning document pages as needed to ensure adequate resolution and readability.
- Naming images as follows:
Index fields according to the format below.

Indexing

- Index fields according to the following format:
Minutes, Ordinances, & Resolutions
- | | |
|-----------------------------------|--|
| Field Name | Characters |
| Image File Name (for Minutes) | Abbreviation of City or County and
YYYYMMDD |
| Image File Name (for Ordinances) | Abbreviation of City or County and
YYYYMMDDord# |
| Image File Name (for Resolutions) | Abbreviation of City or County and
YYYYMMDDres# |
| Document Date | YYYY-MM-DD |
- Provide a comma delimited text file containing the information above for all scanned documents.
 - It is the customer's responsibility to maintain the capability to convert standard delimited text files to a preferred data format.

Archive Writer

Basic

- Perform digital image to microfilm conversion for previously microfilmed paper documents sized up to 11" by 17".
 - o This category of work consists of approximately 6,064 images.
- Conversion services are priced at Grade Basic.
- Convert image files sequentially onto the film by the image file name.
- Create silver-halide microfilm rolls for each record series.
- Submit microfilm and transmittal documents to the ARCHIVES Security Microfilm section for preservation in the film vault.

The CUSTOMER shall:

- Provide a clear description of the pickup location and all unique aspects, such as basement, stairs, elevator, etc.
- Clearly label document containers as to their contents.
 - o Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Documents shall be provided to ARCHIVES in standard records boxes. Care should be taken to ensure that no portions of the records are exposed to the elements during transportation.
- Clearly identify the document boundaries by volume separation.

- Review documents and remove all items CUSTOMER does not want scanned. This includes Post-It notes attached to documents or documents not requiring permanent preservation.
- Make documents available for scanning prior to 01/16/2007.
- Schedule document pickup or return date within 15 calendar days of ARCHIVES notifying CUSTOMER that documents are ready. Documents not arranged for pickup or delivery during this timeframe will be accessioned to the CUSTOMER's Regional Branch Facility.
- Review the imaged records and notify the Archives of any defects or errors within 30 calendar days of invoice date.
- Submit payment for completed work within 30 calendar days of invoice date.
- Provide first and secondary contacts for any questions during the project:
 - First contact:
Name: Loretta Smith Kelty Phone: 509-786-5600 email:
Loretta.smithkelty@co.benton.wa.us
 - Secondary contact:
Name: Lisa Small Phone: 509-786-5600 email: lisa.small@co.benton.wa.us
- Ensure project is ready for processing prior to ARCHIVES picking it up.

Pickup & Delivery

- At the time of pick up and delivery scheduling, inform ARCHIVES of any potential problems that may be encountered picking up or delivering boxes at CUSTOMER location, including lack of a loading dock, difficult building access, times the boxes or building will not be accessible, and the need for a security badge or cardkey.
- Supply directions to your building and the location of loading dock and freight elevator.
- Ensure that boxes are centrally located in a place that is accessible by ARCHIVES truck and allows efficient removal of the boxes.
- Stack the boxes five high with the labels facing out.
- Arrange the boxes in a logical order.
- Accept delivery of documents within 15 calendar days of individual job work order completion.
- When no elevator is available, records must be located on the ground floor. A \$50.00 an hour fee will apply for records that must be manually moved to the ground floor.

RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY CORONER AND DANIEL SELOVE, MD FOR FORENSIC PATHOLOGIST SERVICES; RESCINDING RESOLUTION 07-371

WHEREAS, per resolution 07-371 dated June 11, 2007, the Board of Benton County Commissioners enter into a service agreement with Dr. Daniel Selove for forensic pathology services for the Benton County Coroner's office for a service fee of \$1,300 per autopsy, plus transportation as an independent contractors forensic pathologist; and

WHEREAS, resolution 07-371 and the contract attached thereto included transportation reimbursements, but did not reference lodging reimbursements or price rates subject to change for calendar year 2008, and possibly again 2009, being approved only with an amendment to the contract; and

WHEREAS, the duration of the attached contract shall begin immediately upon execution by both parties, and shall expire on December 31, 2009, with a option to extend the contract for an additional two years if agreed upon by both parties; and

WHEREAS, Dr. Daniel Selove provided the Benton County Coroner with his rates, which is \$1,300 per autopsy plus transportation & lodging expense, and agrees to serve Benton County as an independent contractor forensic pathologist as availability and schedule permits; and

WHEREAS, the Benton County Coroner agrees with the changes made within the contract and recommends Benton County Commissioners to execute the revised contract for said services; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby agrees to enter into a service agreement with Dr. Daniel Selove as a independent contractor forensic pathologist for forensic pathology services for Benton County Coroner's office for a service fee of \$1,300 per autopsy, plus transportation and lodging expense. Price rates subject to change for calendar year 2008, and possibly again 2009, being approved only with an amendment to the contract; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached contract; and

BE IT RESOLVED said contract may be extended for an additional two (2) year if mutually agreed upon by both parties.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board County
Commissioners of Benton County,
Washington

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DANIEL SELOVE, MD**, with its principal offices at 3031 Kromer Avenue, Everett, WA 98201, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract includes the following additional document

- a. Exhibit "A" - Proposal dated September 25, 2006

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on December 31, 2009. This contract may be extended for an additional two years if agreed upon by both parties. Price rates are subject to change for calendar year 2008, and possibly again 2009, and will only be approved with an amendment to this contract.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Complete autopsy and forensic pathologist services as needed by the Benton County Coroner.
- b. The CONTRACTOR shall perform the work specified in the Contract according to standard practices in the medical profession.

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: Daniel Selove, MD
3031 Kromer Avenue
Everett, WA 98201
Phone: 425-508-4462
Fax: 425-317-9808

- b. For COUNTY: **Rick Corson, Benton County Coroner**
7122 W. Okanogan Place, Bldg A
Kennewick, WA 99336
Phone: 509-222-2720
Fax: 509-222-3711

5. COMPENSATION

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

- a. Per Exhibit "A" dated September 25, 2006. Subject to price amendment for 2008 & 2009.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$1,300 per autopsy plus transportation and lodging costs. Transportation costs will be reimbursed on an actual basis for the 2007 rates. Contract amount is subject to price amendment for calendar years 2008 and 2009.

- c. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY for services per occurrence. Invoices shall include the date of said services and a copy of the airfare & lodging fees if applicable. The COUNTY shall pay the CONTRACTOR for services rendered within thirty (30) days from the date of receipt.

- d. 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 after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work done by the CONTRACTOR, and all reports submitted in conjunction thereof shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work and submitted reports, 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, or any other tort liability whatsoever including infliction of emotional distress 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.
- 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. **Professional Legal Liability:** The CONTRACTOR shall maintain Professional Malpractice or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession which shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, with a general aggregate of no less than two million dollars (\$2,000,000).

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period

policy.

- b. **Workers Compensation (this section applies only if CONTRACTOR utilizes the services of any employees or volunteers in discharging his obligations pursuant to this agreement):** 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, employers 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 or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** 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).

The CONTRACTOR shall procure 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.

d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (5) 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.
- (6) The CONTRACTOR shall include all subcontractors, if any, 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.
- (7) 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.

- (8) 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. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. 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) The CONTRACTOR shall furnish the COUNTY 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 COUNTY as an additional insured.

- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverage's shall be mailed to the COUNTY at the following address:

Lisa Small, Contract Administration
PO Box 190
Prosser, WA 99350
Phone: 509-786-5600
Fax: 509-786-5625

- (6) 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 Contracts Administrator listed above.
- (7) 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. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- d. 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 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.
- b. 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

BENTON COUNTY

LEO BOWMAN, Chairman
Date: _____

Daniel Selove MD

DANIEL SELOVE, MD
Date: Oct 25, 2007

Approved as to Substance:

Rick W Corson

RICK CORSON, Coroner
Date: Oct 25, 2007

Approved as to form:

[Signature]

ERIC HSU, Senior Deputy
Prosecuting Attorney

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND ROSIE ARTEAGA FOR INTERPRETER SERVICES

BE IT RESOLVED, by the Board of Benton County Commissioners that this contract is Approved and effective from January 1, 2008 through December 31, 2008.

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

cc:

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT - PROSSER

This Personal Service Agreement is entered into and effective **January 1, 2008**, by and between Benton County, a political subdivision of the State of Washington, and **Rosie E. Arteaga** (hereinafter called "Interpreter").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all District Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English.

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a party to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, in Prosser, except deaf or hearing impaired.

3. The timing of services provided by Interpreter shall include but are not limited to:

a. Thursdays - 8:00 A.M. until advised by office staff of no further need of interpretive services.

b. Wednesdays - 9:30 A.M. court docket. Interpreter must remain until notified that District Court office staff is not in need of further interpretive service.

c. Additional District Court proceedings including hearings, trials, pre-trials, trial readiness, attorney conferences and others as set forth in the District Court schedule/notice/or upon request.

4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved by Benton County District Court Judges and Present Administrator.

II. NOTIFICATION

1. Benton County District Court shall hand deliver a calendar reflecting the hearings for which Interpreter services are necessary for the following week.

III. COMPENSATION

1. Benton County District Court shall compensate the Interpreter at an hourly rate of **\$40.00** per hour. No hourly compensation is paid for travel time. If any work is performed on a given day, the interpreter will be paid for a minimum of one hour of work and will also be paid for each quarter of an hour worked in excess of one hour. If Interpreter is notified that her services are needed for her established docket, she will be compensated for one hour of work if the docket is canceled. Both parties agree to use the mileage from **Kennewick to Prosser, which is 70 miles round trip**, if any mileage reimbursement is due to Interpreter. So long as the Interpreter resides in Pasco WA, she will be reimbursed for mileage for the **70 mile round trip** each day she renders services in Prosser. The rate for such mileage compensation shall be the rate approved by the County Commissioners for County employees (currently 44.5 cents per mile). If Interpreter's residence in Pasco ends, interpreter shall promptly notify the District Court Administrator in writing and there shall be no reimbursement for mileage unless agreed to in writing by parties.

2. District Court Courtroom Clerks will track all Interpreters work time by filling out Interpreter's time slip in courtroom.

3. District Court will not be charged for Interpreter's time spent with retained attorneys.

IV. EXPENSES

1. The Interpreter shall not charge Benton County District Court for any expenses other than the mileage as set forth under compensation.

V. TERM

1. The term of this Agreement shall be for the period

commencing upon **January 1, 2008**, and concluding on **December 31, 2008**.

VI. NON-ASSIGNMENT

1. The Interpreter shall not assign this contract to any person or entity without prior written approval of the Benton County District Court Judges and the Administrator.

VII. TERMINATION

1. Each of the parties shall have a right to terminate this Agreement upon ten (10) days advance written notice to the other party in the event the other party fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

VIII. INDEMNIFICATION

1. The Interpreter covenants and agrees that he/she will indemnify and hold harmless Benton County and any of Benton County's officers, employees, and agents from any loss, damage, costs, charges, or expense whether direct or indirect, which they may incur or be subjected to, including attorney's fees, by reason of any act, action, neglect, omission, or default on the part of the Interpreter.

2. In the event any suit or legal proceedings shall be brought against Benton County or any of Benton County's officers, employees, or agents at any time on account of or by reason of any alleged act, action, neglect, omission, or default of the Interpreter, the Interpreter hereby covenants and agrees to assume the defense thereof and to defend the same at the Interpreter's own expense and to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred by or obtained against Benton County or any of Benton County's officers, employees, or agents in such suits or other proceedings.

IX INSURANCE

1. Interpreter shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to Interpreter's profession and shall be written subject to limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person and per occurrence. The coverage shall apply to liability for a professional error, act or agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work

page 4

rendered as part of this agreement.

2. Interpreter shall maintain Automobile Liability insurance or equivalent form. In addition to insurance notices required by section 1X.6 below, Interpreter shall provide written proof of auto insurance to the Benton County District Court Administrator.

3. Interpreter's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering Benton County, its elected and appointed officers, officials, employees and agents.

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

5. Interpreter 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. If the Interpreter's liability coverage is written as a claims made policy, then interpreter must provide evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this agreement.

6. Interpreter shall furnish Benton County with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the execution of this agreement. The certificates will, as 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 Benton County. Any certificate or endorsement limiting or negating the insurer's obligation to notify Benton County 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" the Benton County Risk Manager. The address of the certificate holder shall be shown as the address of the Benton County Risk Manager, as set forth below.

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

Risk Manager
Benton County Personnel
7122 West Okanogan Place, Building A
Kennewick, WA 99336

8. Interpreter 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.

Date: 12-20-07

Benton County Board
of Commissioners
Date: _____



ROSIE E. ARTEAGA
1028 W. Henry PO Box 3732
Pasco, WA 993012

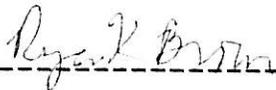
Chairman



Eugene F. Pratt, Presiding Judge

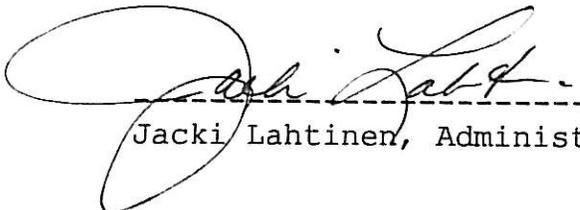
Member

Approved as to form



Ryan K. Brown, Deputy PA

Member



Jacki Lahtinen, Administrator Benton County Washington

CC: Interpreter ®. Arteaga) Auditors, Commissioners, Prosecutors,
J. Lahtinen, District Court
Original on file-court

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND MARK RUDEEN FOR INTERPRETER SERVICES

BE IT RESOLVED, by the Board of Benton County Commissioners that this contract is Approved and effective from January 1, 2008 through December 31, 2008.

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

cc:

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT - PROSSER

This Personal Service Agreement is entered into and effective **January 1, 2008**, by and between Benton County, a political subdivision of the State of Washington, and **Mark Rudeen** (hereinafter called "Interpreter").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all District Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English.

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a party to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, in Prosser, except deaf or hearing impaired.

3. The timing of services provided by Interpreter shall include but are not limited to:

a. Tuesdays - 9:00 AM to end of scheduled PM docket.

b. Additional District Court proceedings including hearings, trials, pre-trials, trial readiness, attorney conferences and others as set forth in the District Court schedule /notice or upon request.

4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton county District Court Judge and the Present Administrator.

II. NOTIFICATION

1. Benton County District Court shall hand deliver a calendar reflecting the hearings for which Interpreter services are necessary for the following week.

III. COMPENSATION.

1. Benton County District Court shall compensate the Interpreter at an hourly rate of **\$40.00** per hour. No hourly compensation is paid for travel time. If any work is performed on a given day, the Interpreter will be paid for a minimum of one hour of work and will also be paid for each quarter of an hour worked in excess of one hour. If Interpreter is notified that his services are needed for his established docket, he will be compensated for one hour of work if the docket is canceled. Both parties agree to use the mileage from **Richland to Prosser, which is 68 miles round trip**, if any mileage reimbursement is due to Interpreter. So long as the Interpreter resides within Richland, WA, he will be reimbursed for mileage for the 68 mile round trip each day he renders services in Prosser. The rate for such mileage compensation shall be the rate approved by the County Commissioners for county employees (currently 44.5 cents per mile). If Interpreter's residence in Richland ends, Interpreter shall promptly notify the District Court Administrator in writing and there shall be no reimbursement for mileage unless agreed to in writing by the parties.

2. District Court Courtroom Clerks will track all Interpreters work time by filling out interpreter's time slip in courtroom.

3. District Court will not be charged for Interpreter's time spent with retained attorneys.

IV. EXPENSES

1. The Interpreter shall not charge Benton County District Court for any expenses other than mileage as set forth under compensation.

V. TERM

1. The term of this Agreement shall be for the period commencing upon **January 1, 2008**, and concluding on **December 31, 2008**.

VI. NON-ASSIGNMENT

1. The Interpreter shall not assign this contract to any person or entity without prior written approval of the Benton County District Court Administrator or his/her designee.

VII. TERMINATION

1. Each of the parties shall have a right to terminate this Agreement upon ten (10) days advance written notice to the other party in the event the other party fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

VIII. INDEMNIFICATION

1. The Interpreter covenants and agrees that he/she will indemnify and hold harmless Benton County and any of Benton County's officers, employees, and agents from any loss, damage, costs, charges, or expense whether direct or indirect, which they may incur or be subjected to, including attorney's fees, by reason of any act, action, neglect, omission, or default on the part of the Interpreter.

2. In the event any suit or legal proceedings shall be brought against Benton County or any of Benton County's officers, employees, or agents at any time on account of or by reason of any alleged act, action, neglect, omission, or default of the Interpreter, the Interpreter hereby covenants and agrees to assume the defense thereof and to defend the same at the Interpreter's own expense and to pay any and all costs, charges, attorney's fees, and other expenses and any and all judgments that may be incurred by or obtained against Benton County or any of Benton County's officers, employees, or agents in such suits or other proceedings.

IX INSURANCE

1. Interpreter shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to Interpreter's profession and shall be written subject to limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person and per occurrence. The coverage shall apply to liability for a professional error, act or agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of this agreement.

2. Interpreter shall maintain Automobile Liability insurance or equivalent form. In addition to insurance notices

required by section IX.6 below, Interpreter shall provide written proof of auto insurance to the Benton County District Court Administrator.

3. Interpreter's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering Benton County, its elected and appointed officers, officials, employees and agents.

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

5. Interpreter 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. If the Interpreter's liability coverage is written as a claims made policy, then interpreter must provide evidence the purchase of an extended reporting period or (tail) coverage for a three-year period after completion of the services required under this agreement.

6. Interpreter shall furnish Benton County with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the execution of this agreement. The certificates will, as 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 Benton County. Any certificate or endorsement limiting or negating the insurer's obligation to notify Benton County 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" the Benton County Risk Manager. The address of the certificate holder shall be shown as the address of the Benton County Risk Manager, as set forth below.

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

Risk Manager
Benton County Personnel
7122 West Okanogan Place, Building A
Kennewick, WA 99336

8. Interpreter 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.

DATE: _____

Date: 12-21-07

Mark Rudeen

MARK RUDEEN
250 Gage Blvd #2095
Richland, WA 99352

Benton County Board
Of Commissioners

Date: _____

Chairman

Eugene F. Pratt

Eugene F. Pratt, Presiding

Member

Approved as to form

Ryan K. Brown

Ryan K. Brown, Deputy PA

Member

Jacki Lahtinen

Jacki Lahtinen, Administrator

CC: Interpreter (M.Rudeen) Auditor, Commissioners, Prosecutors, J Lahtinen, District Court.
Original on file-court

RESOLUTION

9

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

**IN THE MATTER OF PURCHASING AIR FILTERS FOR THE HVAC SYSTEMS
LOCATED AT VARIOUS LOCATIONS OF BENTON COUNTY FACILITIES UNDER
STATE CONTRACT NO. 09903**

WHEREAS, the Washington State Contract No. 09903 allows for the purchase disposable filters, pre-filters pads, bag filers, disposable filters for HVAC systems; and

WHEREAS, Benton County Facilities solicited a proposal from American Air Filters International, Chicago, IL under State Contract 09903 and researched these filters and believes they meet the needs for the HVAC systems located at the various locations of Benton County Facilities; and

WHEREAS, the price quote is \$2,546.28 exclusive of WSST and freight; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the purchase of HVAC filters from American Air Filters in the amount of \$2,546.28 exclusive of WSST under State Contract No. 09903.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board



INTERNATIONAL
P.O. BOX 35890
LOUISVILLE, KY 40232
PHONE: 1-888-223-2003

REMIT TO : AAF INTERNATIONAL
1067 SOLUTIONS CENTER
CHICAGO, IL 60677-1000
FED. ID. : EIN 41-040-4230
DUNS : 00-624-9791

Invoice

NUMBER 764015	
DATE 18-DEC-07	PAGE 1 of 1
PURCHASE ORDER NUMBER 12339	
PO RELEASE?	
SALES ORDER NUMBER 806174	
CUSTOMER NC 07831471	Bill of Lading 242636

BILL TO :

Attn: Accounts Payable
BENTON COUNTY FACILITIES
JUSTICE CENTER
7320 W QUINALT AVENUE
KENNEWICK, WA 99338

SHIP TO :

BENTON COUNTY FACILITIES
Benton County Facilities
Justice Center
Attn: Steve Franckowiak
7320 W. Quinalt Ave.
KENNEWICK, WA 99338

TERMS		DUE DATE	FOB Point	FREIGHT	SHIP DATE	SHIP VIA	SHIPPING REF.	
NET 30 DAYS		17-JAN-08	SHIP POINT	FREIGHT ALLOWED	18-DEC-07	FEDEX FREIGHT	1355667353	
ITEM NO.	Part Number	Description	QUANTITY			TAX	UNIT PRICE	EXTENDED AMOUNT
			ORDERED	BACK ORD.	SHIPPED			
1	229-600-211	PANEL FILTER S 516 + 25 + 1	36	36	0		0.85	0.00
2	175-102-600	PerfectPleat Ultra 16x25x2	36	0	36		2.45	88.20
3	331-300-118	1080300-118 VARICEL DH 60% 24 + 24 + 8 PKG	48	0	48		51.21	2,458.08
Tax Summary By Tax Code								
Tax LOCATION B @ 0.00 Customer Exemption: 100.00%								0.00

SHIP LOC 16 CONTRACT # ST-WA NEW	SUBTOTAL	TAX	SHIPPING/ HANDLING	TOTAL
All sales will be made under AAF International's standard terms and conditions of sales. In no event will AAF International be liable for special, indirect or consequential damage.	2,546.28	0.00	0.00	2,546.28

Benton County Facilities
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
Phone (509) 783-3118

PURCHASE ORDER

NO. 12339

DATE 11-30-09

TO: AAE (American Air Filter)

SHIP TO BENTON COUNTY

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
40	24X24X6" Filters (MAIN) New 1125		
30	16X25X1" " Poly Disposable		
30	16X25X2" " Pleated		



SIGNED: Steve TITLE: Manager

PERFECT PRINTING

KISA,
The state contract # for American Air Filters
is 09903. THANK you very much

CONTRACT RESULT

Contract No: 09903

Air Filters for HVAC

■ **Description:** ITEMS AVAILABLE ON CONTRACT BY GROUP: DISPOSABLE FILTERS, PRE-FILTER PADS, BAG FILTERS, DISPOSABLE FILTERS,

■ **State Procurement Officer Information:**

Name: DIANE DONAHOO
Phone: (360) 902-7443
Email: ddonaho@ga.wa.gov

■ **Available Documents:**

- Current contract information (CCI) -- Contract details. (MSWord format)
- Contract history -- Changes in contract since it was first awarded. (HTML format)

■ **Contract vendors:** (in alphabetical order)

AAF-MCQUAY INC.
Website: <http://www.aafintl.com>

Return to the State Contracts Main Menu.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE CONTRACT EXTENSION BETWEEN BENTON COUNTY AND VARSITY CONTRACTORS, INC. FOR JANITORIAL SERVICES.

WHEREAS, Janitorial Services at the Benton County Justice Center was awarded by the Board of Commissioners via Resolution 05-807 to Varsity Contractors, Inc.; and

WHEREAS, the original terms and condition of the contract allowed the contract to be extended for two (2) additional twelve month periods if agreed upon by both parties; and

WHEREAS, the Board of Commissioners agreed to extend the original contract for one (1) additional twelve month period, commencing January 1, 2007 and terminating December 31, 2007 per resolution 06-653; and

WHEREAS, Benton County Facilities Manager would like to solicit an Invitation for Bids for the janitorial services for the Justice Center and the new Benton County Health District Building; and

WHEREAS, due to additional time needed for the invitation to bid, the County Facilities Manager would like to extend the current janitorial service agreement with Varsity Contractors, Inc., commencing January 1, 2008 and terminating February 29, 2008 to allow the additional time necessary for the bidding process; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees to extend the janitorial agreement with Varsity Contractors, Inc., commencing January 1, 2008 and terminating February 29, 2008; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman of the Board to sign the contract extension attached hereto.

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: File – Lisa Small
cc: Auditor; R. Ozuna; Facilities; Varsity Contractors, Inc.

CONTRACT EXTENSION

THIS AGREEMENT, made and entered into this _____ day of January 2008 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **VARSIITY CONTRACTORS, INC.**, Boise, ID 83709, a firm licensed to do business in the State of Washington, hereinafter called "CONTRACTOR".

WHEREAS: The parties entered into a Service Agreement December 2005 (the "AGREEMENT") to provide janitorial services at the Benton County Justice Center at 7122 Okanogan Place, Kennewick, WA with a term expiring December 31, 2006.

WHEREAS: Both parties mutually agree to extend said AGREEMENT to provide janitorial services at the Benton County Justice Center for an additional two (2) month period with said term expiring February 29, 2008 to allow necessary amount of time for an invitation to bid and award of contract.

THEREFORE: the parties agree as follows:

All provisions of their amended agreement remain in effect except for the following amendments. These amendments should be read together with, and harmonized with, the provisions of the underlying AGREEMENT whenever possible. When there is a direct conflict between the terms of this AMENDMENT and the underlying AGREEMENT, then the terms of this AMENDMENT shall control:

2. DURATION OF CONTRACT the second paragraph in this section is replaced in its entirety with the following:

The parties herein extend the AGREEMENT for an additional two (2) month period commencing January 1, 2008 and concluding February 29, 2008 for the provision of janitorial services for the Benton County Justice Center.

5. COMPENSATION the existing paragraph shall be amended by adding the following language at the end:

No initial payment shall be authorized or come due until CONTRACTOR has submitted to COUNTY a statement of intent to pay prevailing wages, in a form approved by, and as certified by, the Washington State Department of Labor and Industries. Further, final payment shall not be authorized or come due until CONTRACTOR has submitted to COUNTY an affidavit of prevailing wages actually paid, in a form approved by, and as certified by, the Washington State Department of Labor and Industries.

13. COMPLIANCE WITH LAWS the existing paragraph shall be amended by adding the following language at the end:

A schedule of prevailing wages for Benton County is attached as Exhibit B. The parties acknowledge that this schedule is provided for informational purposes only and that COUNTY makes not implicit or explicit guarantee as to their accuracy. CONTRACTOR remains responsible for ensuring that the actual prevailing wages as certified by the Washington State Department of Labor and Industries are paid to each of its employees who are subject to prevailing wage provisions, whether or not such employee's trade is listed in Exhibit B.

Orig.: File – Lisa Small
cc: Auditors; R. Ozuna; Facilities, Varsity Contractors, Inc.

Small

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

BENTON COUNTY

VARSITY CONTRACTOR, INC.

Leo M. Bowman, Chairman

Jim Doles, Vice President

Date: _____

Date: _____

Approved as to Form:

Date: _____

Deputy Prosecuting Attorney

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

VENDOR #: 468770 FUND: HUMAN SERVICES #0108-101 IRS PUB 1542
 NAME: Carrie Anne Pasqua MONTH: Nov. 2007 Under www.IRS.GOV/Search for 1542
 ADDRESS: _____

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			TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED		
	BREAKFAST	LUNCH	DINNER	LODGING		TRANSPORT (AIR/TAXI)	CAR RENTAL/PARKING	REGISTRATION FEES/OTHER		PURPOSE	LOCATION	
11/07									21	Franklin County	Pasco	
11/08									20	Mtg. with La Clinica	Pasco	
11/14					49.-	3.68			219	ACHS Mtg.	Vancouver	
11/15				121.22	49.-	5.50			13	ACHS Mtg.	Vancouver	
11/16	12.-	15.-		121.22	27.-	5.50			226	ACHS Mtg.	Vancouver	
11/20									20	Mtg. with La Clinica	Pasco	
11/26									21	Franklin County	Pasco	
11/29									4	GCBH Board Mtg	Kenn.	
11/29									24	DD Parent Coalition	W. Richland	
									Miles: 568			
									@ .485/mile (effective 1/22/07)			
									\$ 125.-	\$ 246.44	\$ 17.68	\$ 275.48

TOTAL REIMBURSEMENT REQUEST: \$ 661.60

DEPT	BASE SUB	OBJECT	AMOUNT
560	560.110	4301	661.60

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 Anne Pasqua
 Job Title: Human Services Director
 Approval: _____ Date: _____

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment to Agreement #07/09-DD-CI with Columbia Industries	<input checked="" type="checkbox"/> Execute Contract	<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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like to amend the Agreement with Columbia Industries to add provisions and funding for Benefits Planning Services. Columbia Industries will provide employment support services to a minimum of 20 individuals with developmental disabilities who are exploring career development.

SUMMARY

Award: Consideration is a fee for services with a maximum of \$10,000
Period: July 1, 2007 through June 30, 2009
Funding Source: Division of Developmental Disabilities

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Greater Columbia Behavioral Health. **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 Amendment #07/09-DD-CI-01 and to authorize the Chairs of Benton and Franklin Counties to sign on behalf of the Boards.

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 FOR AN AMENDMENT
BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND COLUMBIA INDUSTRIES, TO PROVIDE
EMPLOYMENT SUPPORT SERVICES FOR A MAXIMUM OF 20 INDIVIDUALS
WITH DEVELOPMENTAL DISABILITIES WHO ARE EXPLORING CAREER
DEVELOPMENT, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of these persons with developmental disabilities, that the proposed Contract Amendment #07/09-DD-CI-1, be approved as presented for a term commencing July 1, 2007 and terminating June 30, 2009 or, **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Amendment #07/09-DD-CI-1.

Dated this day of 2007.

Dated this day of2007.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Leo Bowman, Chair

Robert Koch, Chair

Claude Oliver, Chair Pro Tem

Neva Corkrum, Chair Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Human Services

Carey

BENTON COUNTY
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0563-73229-05 with the Division of Alcohol and Substance Abuse	<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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Division of Alcohol and Substance Abuse (DASA) is amending the original agreement with the Department of Human Services to reduce funding for the Innovative Criminal Justice Treatment Account for Year 2 by \$8.833

SUMMARY

Award: The maximum consideration will be \$4,093,359

Period: June 29, 2007 to June 30, 2007.

Funding Source: Division of Alcohol and Substance

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this agreement is provided by the Division of Alcohol and Substance Abuse and the US Department of Justice. **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 #0563-73229-05 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTION OF AN AMENDMENT TO THE AGREEMENT FOR PROVIDING SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AMENDMENT #0563-73229-05

WHEREAS, the Division of Alcohol and Substance Abuse is amending the original agreement with the Department of Human Services to reduce funding for the Innovative Criminal Justice Treatment Account for Year 2, and

WHEREAS, the amendment reduces the original contract by \$8,833 for a maximum program consideration of \$4,093,359, and

WHEREAS, the amendment is effective June 29, 2007 and remains effective until June 30, 2007, NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accept the proposed amendment; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign Amendment #0563-73229-05 on behalf of the Board of Benton County Commissioners.

Dated this day of, 2007.

Leo Bowman, Chairman

Claude Oliver, Chairman Pro Tem

Max E. Benitz, Jr., Member
Constituting the Board of County
Commissioners of Benton County, Washington.

Attest:

Clerk of the Board

cc: Human Services

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #BEN/FR-MHBG-06/07-02 with Greater Columbia Behavioral Health Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Amendment	<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 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

It is the purpose of this Amendment to replace section 5, MHBG Service Table. The Mental Health Block Grant (MHBG) is decreasing funds for prepaid inpatient health plan mental health services in Benton and Franklin Counties for enrollees for whom services are medically necessary and clinically appropriate.

SUMMARY

Award: \$51,602 total

Period: August 27, 2007 through September 30, 2007

Funding Source: Greater Columbia Behavioral Health

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 #BEN/FR-MHBG-06/07-02 with Greater Columbia Behavioral Health for the reduction of the federal Mental Health Block Grant funding, and to authorize the Chairs of each Board of Commissioners to sign on behalf of the Boards.

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 FOR AN AMENDMENT
BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND GREATER COLUMBIA BEHAVIORAL HEALTH FOR
THE REDUCTION OF MENTAL HEALTH BLOCK GRANT FUNDING, and

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of these mentally ill persons, that the proposed Contract Amendment #BEN/FR-MHBG-06/07-02 be approved as presented for a term commencing August 27, 2007 and terminating September 30, 2007, **NOW, THEREFORE, BE IT RESOLVED**, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Amendment #BEN/FR-MHBG-06/07-02.

Dated this day of 2007.

Dated this day of2007.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Leo Bowman, Chair

Robert Koch, Chair

Claude Oliver, Chair Pro Tem

Neva Corkrum, Chair Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Human Services

Carey

M

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 01-07-08 F/C 12-31-07	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: County Program Agreement Amendment with DSHS/CA for .5 Social Worker to FDTC	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Ordinance	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2ND DISCUSSION
	Other	OTHER

BACKGROUND INFORMATION

The Department of Social and Health Services, Division of Children and Family Services (DSHS/DCFS), has been working with the Benton-Franklin Counties Family Dependency Treatment Court (FDTC) since its inception. As required under the Office of Juvenile Justice's grant with the Family Dependency Treatment Court and to better serve the participants DSHS Children's Administration will supply one full-time and one half-time professionally qualified social worker to perform services to the FDTC. Under the terms of Office of Justice Programs' (OJP) grant 2005 DC BX 0049, DSHS will fund the full-time social worker and FDTC will reimburse DSHS for the half-time social worker with pass through funds from the OJP grant. The term of this agreement is extended to September 30, 2008.

SUMMARY

DSHS will fund the full-time social worker and FDTC will reimburse DSHS for the half-time social worker with pass through funds from the OJP grant.

RECOMMENDATION

I recommend that the Boards of County Commissioners authorize their Chairs to sign the personal service contract between the Benton-Franklin Counties Juvenile Justice Center and the Department of Social and Health Services, Children Administration.

FISCAL IMPACT

This no fiscal impact to either county.

MOTION

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Program Agreement for services between the Juvenile Justice Center and the Department of Social and Health Services, Children's Administration.

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 CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON STATE DEPARTMENT OF SOCIAL & HEALTH SERVICES, CHILDREN'S ADMINISTRATION, THUS AMENDING BENTON COUNTY RESOLUTION 07 744 AND FRANKLIN COUNTY RESOLUTION 2007 547, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Service Contract Amendment between Washington State Department Of Social & Health Services, Children's Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented extending the term to September 30, 2008, **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 Personal Service Contract Amendment.

DATED this day 7th of January 2008.

DATED this 31st day of December 2007.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

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

PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND DEPARTMENT OF SOCIAL AND HEALTH SERVICES, CHILDREN'S ADMINISTRATION

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and the Department of Social and Health Services, Children's Administration, with its principal office at 1661 Fowler, Richland WA 99352 (hereinafter "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 07 744 and executed on October 15, 2007, and Franklin County Resolution No. 2007 547 and executed on October 10, 2007, section 1, Duration of Contract, and Section 4, Compensation, shall be amended as follows:

1. DURATION OF CONTRACT

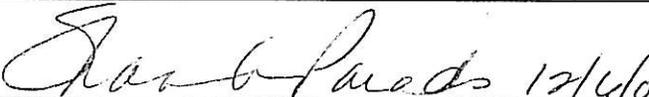
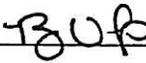
The term of this Contract shall be extended to September 30, 2008. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

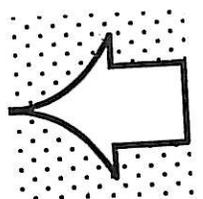
4. COMPENSATION

- A. The Counties shall compensate the Contractor as professional services and not as a salary for the services provided under this Contract Amendment at the rate of \$32.92 per hour for the .5-FTE social worker as funded by the OJJDP Federal Grant.
- B. The maximum total amount payable by the Counties to the Contractor under this Contract Amendment shall not exceed Twenty-Five Thousand Eight Hundred Ten Dollars and Forty-Two Cents (\$25,810.42).

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

The parties have caused this Contract Amendment to be signed as follows:

Department of Social and Health Services, Children's Administration	Benton Franklin Counties Juvenile Justice Center
	
Carlos Carrillo Date Area Administrator, Richland & Walla Walla	12-10-07 Sharon A. Paradis Date Juvenile Court Administrator
<p style="text-align: center;">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Franklin County _____ Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Leo M. Bowman</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p style="text-align: center;">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p> 12/19/2007 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>



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AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 01-07-08 F/C 12-19-07		PUBLIC HEARING
SUBJECT: Personal Service Contract with Knowledge Counseling		1ST DISCUSSION
Prepared By: Kathryn M. Phillips		2ND DISCUSSION
Reviewed By: Sharon Paradis		OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center desires to contract with Knowledge Counseling to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached personal services contract with Knowledge Counseling has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

SUMMARY

The actual costs for case management and services are outlined in the attached contract and paid from state funds. The term of the personal services contract coincides with the Consolidated Juvenile Services biennium and runs from when the last authorized signature is obtained through June 30, 2009.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between Knowledge Counseling and Benton-Franklin Counties Juvenile Justice Center for services.

FISCAL IMPACT

These are state funds whereby we are reimbursed for services and are incorporated in the 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 the personal service contract with Knowledge Counseling for the period of when the last authorized signature is obtained through June 30, 2009.

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 CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND KNOWLEDGE COUNSELING, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Person Services Contract between Knowledge Counseling, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing when the last authorized signature is obtained and terminating on June 30, 2009, **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 Personal Services Contract.

DATED this 7th day of January 2008.

DATED this 19th day of December 2007.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

Member
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

PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KNOWLEDGE COUNSELING

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 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Knowledge Counseling, with its principal offices at 1307 West Court Street Suite 2, Pasco, WA 99301, (hereinafter referred to as "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract includes the following exhibits, which are incorporated herein by reference:

- A. Exhibit A, Specific Terms and Conditions;
- B. Exhibit B, Scope of Services;
- C. Exhibit C, CDDA Services Reimbursement Rate;
- D. Exhibit D, CDDA/Drug Court Referral Response Form;
- E. Exhibit E, CDDA Evaluation Report and Treatment Plan; and
- F. Exhibit F, Treatment Progress Report.

2. DURATION OF CONTRACT

The term of this Contract shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue thereafter through and including the 30th day of June, 2009, unless earlier terminated pursuant to the applicable terms and provisions of this Contract. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. **SERVICES PROVIDED**

The Contractor shall perform the following services:

- A. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are 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 Counties.
- 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 Counties 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 Counties.

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: **Bobby and/or Belvina Guzman
Knowledge Counseling
1307 West Court Street Suite 2
Pasco WA 99301
Telephone: (509) 544-0911
Fax: (509) 544-0922**
- B. For Counties: **Sharon Paradis
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Telephone: (509) 736-2724
Fax: (509) 222-2311**

5. **COMPENSATION**

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

- A. A detailed description of the procedures for reimbursement, limitations on reimbursement, and compensation to be paid by the Counties is set forth in

Exhibit A, "Specific Terms and Conditions," Exhibit B, "Scope of Services," and Exhibit C, "CDDA Services Reimbursement Rates", which are attached hereto and incorporated herein by reference.

- B. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Seven Thousand Dollars (\$7,000.00).
- 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 Exhibits A through C, submit invoices to the Counties 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 Counties during the billing period. The Counties 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 Counties.
- 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 Counties, the Counties 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.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, 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 Counties, its officers, officials, employees or agents.
- B. In any and all claims against the Counties, 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. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, 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 not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy-limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. Contractor is required to buy professional liability insurance for a period of 36 months after completion of this Contract,

which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

- B. **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, 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 Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **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).

The Contractor will provide commercial general liability coverage that 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 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.

- D. **Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.

2. The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. 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.
6. 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.
7. 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.
8. 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. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. 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 current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. 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 Counties with properly executed and unaltered Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior

written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

2. 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.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. 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 address:

**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336**
6. 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's Risk Manager.
7. 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 the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

9. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties 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 Counties 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 Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties 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 Counties.
- 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 Counties. 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 Counties 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 Counties employees.

- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. The 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 Counties' 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. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this contract.

A. Background Check/Criminal History

- 1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- 2. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

- 1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sexual Offense. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- 2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined

in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

15. INSPECTION OF BOOKS AND RECORDS

The Counties 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.

16. 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, the presence of any disability, or any other protected status.

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, 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 Counties of any notice of such claim.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' 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 Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties 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 Counties, 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.

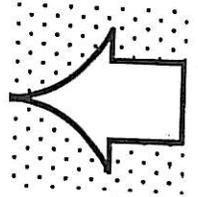
23. ENTIRE AGREEMENT

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.

The parties have caused this Agreement to be signed as follows:



Knowledge Counseling	Benton Franklin Counties Juvenile Justice Center
<i>Bobby Guzman</i> <i>11/27/2007</i> Bobby Guzman Date	
<i>Balvina Guzman</i> <i>11/27/07</i> Balvina Guzman Date	<i>Sharon A. Paradis</i> <i>11/15/07</i> Sharon A. Paradis Date
BENTON COUNTIES APPROVAL	FRANKLIN COUNTIES APPROVAL
Approved as to Form:	Approved as to Form:
<u>Agreed Review Performed by Franklin County</u> Sarah Perry, Deputy Prosecuting Attorney Date	<i>RUB</i> <i>12/13/2007</i> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Leo M. Bowman</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

CDDA Youth Outpatient Treatment Services

I. DEFINITION OF TERMS

- A. **ASAM:** acronym for "American Society of Addiction Medicine". ASAM Patient Placement Criteria provides guidelines based on a medical model for placement, continued stay and discharge of patients with alcohol and other drug problems covering all levels of treatment including detoxification, outpatient treatment and inpatient services.
- B. **BFJJC:** Benton-Franklin Counties Juvenile Justice Center.
- C. **Assessment:** the formal diagnostic procedure to determine the presence of chemical dependency.
- D. **Case Management:** activities aimed at linking the service system to a consumer and coordinating the various system components in order to achieve a successful outcome. The objective of case management is continuity of services. Case management is essentially a problem-solving function designed to ensure continuity of services and to overcome systems rigidity, fragmented services and inaccessibility of services. - **OR** - Case finding, case planning, case consultation, and referral services for youth, including intensive case management for adolescents for the purpose of linking them to assessment and treatment, or maintaining them in treatment and other support services. Does not include direct treatment services in this sub-element.
- E. **CDDA:** Chemical Dependency Disposition Alternative, a statutory provision (RCW 13.40.165).
- F. **DASA:** acronym for "Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse".
- G. **DSHS:** acronym for "Washington State Department of Social and Health Services."
- H. **Examination:** the report that is submitted which will be used by the court to determine if the youth is chemically dependent and amenable to treatment and includes all components as defined in RCW 13.40.165.
- I. **JPC:** acronym for Juvenile Probation Counselor
- J. **TARGET:** acronym for "Treatment, Assessment Report Generation Tool".
- K. **Title XIX:** Title XIX of the Social Security Act.

- L. **Youth Patient:** youth and young adults age thirteen (13) through twenty (20) years of age.

II. PERFORMANCE STANDARDS AND LICENSING

Knowledge Counseling Agency (hereinafter the Contractor) shall maintain certification as an "Approved Treatment Facility" as set forth by DASA. The Contractor shall maintain a Chemical Dependency Treatment Title XIX contract with DSHS. A copy of the certification shall be submitted to the Counties upon request.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

All services provided under this contract shall meet the standards for program operation set forth in chapter 70.96A RCW, RCW 13.40.165, and chapter 388-805 WAC. Fiscal management of this contract shall be in accordance with DASA Budgeting, Accounting and Reporting System (BARS) Manual and fiscal policies.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this contract shall be reimbursed on a FEE FOR SERVICES basis. Services shall be provided per the attached **Scope of Services (Exhibit B)**. Compensation rates shall be per **Exhibit C, CDDA Services Reimbursement Rates**.

The Contractor shall submit an invoice, on a format approved by BFJJC, for the services provided under this contract. Back up documentation with the invoice shall include a detailed monthly **Treatment Progress Report (Exhibit F)** for each child, which shall be submitted no later than the 5th of the month following the month during which services were performed under this contract. The invoice shall be submitted by the 4th day of the month following the month during which services were performed under this contract. BFJJC shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. Payment shall be made for services included in claims submitted within forty (40) days following the month during which services were performed under this contract. Payment will be made when insurance or Title XIX claims have been disapproved and are submitted within 120 days following the month during which services were performed under this contract.

V. REIMBURSEMENT LIMITATION

The total amount of reimbursement requested shall not exceed the total contract award.

VII. RECORDS RETENTION

The Contractor shall retain all fiscal and clinical books, records, documents and other materials relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide. The Contractor shall comply with all state and federal requirements regarding the confidentiality of patient records including, but not limited to,

the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

VIII. TREATMENT SERVICES, CONTACT, AND REPORTING REQUIREMENTS

The Contractor shall promptly forward all required reporting forms, completed in the prescribed detail and submitted on the dates set forth by BFJJC. Required case contacts and reports, with the applicable date due, are as follows:

The Contractor will provide the following Chemical Dependency Disposition Alternative (CDDA) services to Drug Court Youth and CDDA eligible youth referred by the BFJJC:

- A. The Knowledge Counseling Chemical Dependency Professional (CDP), or Knowledge Counseling Chemical Dependency Professional Trainee (CDPT), will provide outpatient treatment to chemically dependent CDDA youth, which will emphasize enhancing linkages with community-based services to provide a comprehensive continuum of care.

Treatment needs will be determined prior to sentencing through the use of a statewide risk assessment. The risk assessment is used as a screening tool to refer potentially eligible youth to the CDDA program for a more thorough evaluation of chemical dependency and related problems. Knowledge Counseling will complete a DASA certified youth assessment on those youth referred for a CDDA evaluation who have not been assessed by the Benton-Franklin Counties Substance Abuse Assessment Center. Levels of care will be determined by the ASAM Placement Criteria.

Track I (May serve both Commitable and Locally Sanctioned Youth)

Services provided by CDDA Contracted Inpatient Providers and DASA Certified Inpatient Providers:

- ◆ Assessment
- ◆ Interim Treatment
- ◆ Intensive Inpatient
- ◆ Community Based Intensive Outpatient
- ◆ Phase II Outpatient

Track II (May serve both Commitable and Locally Sanctioned Youth)

Services provided by Knowledge Counseling:

- ◆ Prescreen
- ◆ Assessment
- ◆ Pre-Treatment
- ◆ Community Based Intensive Outpatient
- ◆ Phase II Outpatient

NOTE: Random Urinalysis Testing will be applied throughout each track.

- B. The CDP or CDPT will have weekly telephone contact or face-to-face contact, as needed, with the Case Manager to review the treatment plan and the

- status/progress of the youth, including information about transition to another phase of treatment.
- C. The CDP or CDPT will submit a written "progress" report to the Court on a monthly basis.
 - D. The CDP or CDPT will attend the multi-disciplinary staffing, including youth and family, scheduled seven to ten days before the CDDA youth's initial transition into the next phase of treatment and every other month thereafter as scheduled by the Case Manager.
 - E. Knowledge Counseling will maintain a partnership with the Counties' Crisis Response Center, Lourdes Counseling Center, Lutheran Social Services, and Sunderland Family Services to determine mental health issues and needed treatment, including medication management. The CDP or CDPT will make referrals and will integrate any required medication into all phases of treatment.
 - F. The CDP or CDPT will discuss the need for an inpatient bed with the CDDA Case Manager or CDDA/Drug Court Case Manager following assessment, but prior to sentencing. The CDP or CDPT will make the referral and contact the inpatient facility for availability. The CDDA youth will receive Phase I Intensive Outpatient for 90 days within the community once he/she has returned from Intensive Inpatient Treatment. If no inpatient beds are available, then an interim treatment program will be provided by Knowledge Counseling until a treatment bed becomes available.
 - G. The CDDA/Drug Court Case Manager will notify Knowledge Counseling of the need for a DASA certified youth assessment. If the youth is residing in the community prior to the disposition, he/she will be given an appointment day and time for the assessment at Knowledge Counseling. If the youth is in Detention pending disposition, Knowledge Counseling will complete the CDDA assessment in Detention. Priority will be given to requests for a CDDA assessment due to the Court's time constraints.
 - H. Knowledge Counseling will enter data into the DASA Target System after completion of the CDDA assessment. If the youth is given the CDDA sentencing option and is referred for local treatment through Knowledge Counseling, that agency will input all data into the Target System.
 - I. Knowledge Counseling CDP or CDPT staff will have/have had cultural awareness/diversity training and will utilize the expertise and assistance from a DASA Certified Interpreter, when needed.
 - J. Knowledge Counseling will participate in weekly Drug Court Team case staffing as requested by the Drug Court Coordinator or CDDA Drug/Court Case Manager.
 - K. The involvement of the family in a youth's recovery is recognized as an important part of the treatment and after-care process. The CDP or CDPT and Case Manager will meet with the youth, family and probation counselor as soon as possible after the youth is identified as a CDDA client. The CDP or CDPT will work closely with the Case Manager to assist in maintaining ongoing contact with the family support system, unless they are unavailable, with the hope of building rapport and developing a positive support system for the CDDA youth.

L. Reports are due, are as follows:

<u>REPORT</u>	<u>DATE DUE</u>
Weekly Treatment Progress Report	Wednesday before 5:00 p.m. for each youth in treatment under this contract (Exhibit F)
Monthly Invoice for CDDA funded Payment and Service Data Report	4th of each month following service provision
Copy of CDDA Youth portion of the documentation Title XIX Services	4th of each month following service provision

IX. SUBCONTRACTING

The Contractor is prohibited from subcontracting any funding and/or services contained within this contract with the exception of personal services' contracts with individual substance abuse professionals.

X. MONITORING AND EVALUATION

The Contractor shall cooperate with BFJJC in evaluation activities deemed appropriate by BFJJC.

XI. LOCATION OF SERVICES

Services provided under this contract shall be made available within Benton and Franklin Counties. The Contractor shall not deny services to eligible patients based upon county of residence.

XII. PATIENT ELIGIBILITY

The Contractor shall determine at time of intake if the patient has medical insurance that covers chemical dependency treatment services. If the patient has medical insurance that provides coverage for chemical dependency treatment services, the medical insurance must be used to pay for the treatment services, regardless of income. The Contractor shall consult with the BFJJC CDDA Case Manager for unclear or unusual situations.

The Contractor shall develop and employ policies and procedures to screen all patients for possible Title XIX eligibility and assure that patients receiving services supported by Title XIX funds meet the eligibility requirements in accordance with the billing instructions for Chemical Dependency Title XIX contractors.

EXHIBIT B

SCOPE OF SERVICES

CDDA/DRUG COURT YOUTH COMMUNITY OUTPATIENT TREATMENT SERVICES

I. SERVICE DEFINITION

CDDA/Drug Court Youth Community Outpatient Treatment Services provides substance abuse assessment and treatment services according to a prescribed plan in a non-residential setting. Youth and their families, who have been referred from BFJJC and identified as a part of the CDDA/Drug Court program, are eligible for subsidized services under this contract.

II. LICENSING AND PROGRAM STANDARDS

- A. The Contractor shall be reimbursed on a fee for service basis. A unit of service is defined as one hour of outpatient counseling provided by a chemical dependency professional (sometimes referred to herein as a counselor) or a chemical dependency professional trainee under supervision of a chemical dependency professional as provided in chapter 388-805 WAC.
- B. The Contractor and the BFJJC will collaboratively develop protocol for maintaining linkages with juvenile courts, JRA offices, the youth's family, mental health services, residential youth treatment programs and other related individuals or organizations who may be involved in providing support services for patients.
- C. The Contractor shall submit weekly treatment status reports on the CDDA/Drug Court patient's progress in treatment to the CDDA/Drug Court Coordinator or monthly treatment status reports on the CDDA patient's progress in treatment to the CDDA Coordinator, per RCW 13.40.165(6).
- D. The Contractor shall develop a staff training plan and make training available to assure treatment staff receive information/education for addressing the specific issues related to youth and participate in ongoing training with the medical, health, and social service providers in the community.
- E. The Contractor will develop a treatment plan for each CDDA/Drug Court youth that is specific to the gender, ethnicity, cultural and developmental needs of that youth.

III. ELIGIBILITY

Services shall be provided to court-referred chemically dependent youth patients only, in accordance with this contract and applicable state laws, rules and regulations.

IV. REIMBURSEMENT POLICIES

The Contractor shall be reimbursed for treatment services that meet the definition of medical necessity as determined by ASAM Patient Placement criteria or are court ordered by Benton and Franklin Counties Juvenile Court.

V. REIMBURSEMENT LIMITATION

- A. The Contractor shall bill according to the following sequence:
1. Contractor will vigorously pursue insurance coverage first. If a CDDA/Drug Court youth has insurance coverage, Contractor will work with the youth and family to obtain the full value of that coverage.
 2. Contractor will obtain financial information from all CDDA/Drug Court youth and parents and advocate for and facilitate enrollment of all youth eligible for Title XIX. The Contractor shall make every effort to maximize the use of federal funds provided through Title XIX as a second source of treatment revenue, by identifying those patients who qualify for Title XIX, by billing Title XIX for treatment services for such patients and maximizing the use of state funding as match for Title XIX services. Charging non-Title XIX expenditures for services rendered to Title XIX eligible patients shall constitute an overpayment.
 3. CDDA funds will be used first for assessment and urinalysis costs.
- B. The Contractor shall assure that a unit of service is billed to only one contract and that these funds are not used to supplement for the difference in rates between funders allowed for units of service.

VI. CDDA EVALUATION

- A. CDDA examinations, upon request from BFJJC, shall be conducted by a chemical dependency professional supervised by the Contractor. The examination shall include a chemical dependency assessment, a proposed treatment plan, and the availability of treatment as well as all other components identified in RCW 13.40.165. The evaluation report shall be provided to the CDDA /Drug Court Case Manager or CDDA Case Manager on the **CDDA or Drug Court Referral Response Form (Exhibit D)** and the **CDDA Evaluation Report and Treatment Plan (Exhibit E)**. These forms may be amended as required by written mutual agreement of the Contractor and the Juvenile Probation Counselor (JPC).
- B. When requested, the **CDDA/Drug Court Evaluation Report and Treatment Plan** shall contain at a minimum the following:
1. The respondent's version of the facts and the official version of the facts, the respondent's offense history, an assessment of drug-alcohol problems and previous treatment attempts, the respondent's social educational, and employment situation, and other evaluation measures used.

2. The respondent's amenability to treatment and relative risk to the community. A proposed treatment plan shall be provided and shall include, at a minimum:
 - a. Whether inpatient and/or outpatient treatment is recommended;
 - b. Availability of appropriate treatment;
 - c. Monitoring plans, including any requirements regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
 - d. Anticipated length of treatment;
 - e. Recommended crime-related prohibitions; and
 - f. Whether the respondent is amenable to treatment.
- C. The Contractor shall use the DASA approved Dependency Assessment Tool to administer all assessment referrals from JPC related to the CDDA program.
- D. The Contractor shall document efforts to involve the parents or other family members in the assessment process.
- E. The Contractor shall provide a completed **CDDA or Drug Court Referral Response Form (Exhibit D)** within 72 hours of receiving the referral for in-custody juveniles or of the assessment interview for out-of-custody juveniles. The Contractor shall provide the completed **CDDA Evaluation Report and Treatment Plan (Exhibit E)** to BFJJC within seven (7) days of completing the assessment.

VII. TREATMENT PLANNING

- A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.
- B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other community services that address the youth's specific gender, ethnicity, cultural and developmental needs.
- C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in

relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

VIII. SERVICE SPECIFICS

- A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient
- C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.
- D. Minimum Program Requirements
 - 1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.
 - 2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.
 - 3. Conduct random urinalysis testing
 - 4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.
 - 5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).
 - 6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.
 - 7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).
 - 8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.
 - 9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a

family intervention and recommends family therapy services for improved outcomes with CDDA youth.

10. General life skills, decision-making, and coping-skills education and training should be provided.
11. Relapse prevention must be stressed.
12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.
13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

EXHIBIT C

CDDA SERVICES REIMBURSEMENT RATES
July 1, 2007 – June 30, 2008

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **One Hundred Ten Dollars and Eighty-Six Cents (\$110.86)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.
- B. **Treatment.** The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one "no show" (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the "no show" has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.
- C. **Rates/Fees.** The rates and/or fees charged to the Counties by the Contractor shall be:
1. **Intensive Outpatient Treatment**
 - a. *At least 6 hours but not more than 8 hours of Group Counseling/week @ \$24.24/hour, maximum per client per month \$1,090.80*
 - b. *1 hour of Individual Counseling/week @ \$74.16/hour, maximum per client per month \$370.80*
 - c. *Random urinalysis (4/month) @ \$8.74 each, \$34.96/month*
 2. **Phase I Structured Outpatient Continuing Care**
 - a. *At least 3 hours but not more than 6 hours of Group Counseling/week @ \$24.24/hour, maximum per client per month \$727.20*
 - b. *1 hour of Individual Counseling/week @ \$74.16/hour, maximum per client per month \$370.80*
 - c. *Random urinalysis (4/month) @ \$8.74 each, \$34.96/month*
 3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**
 - a. *1 hour of Support Group/week @ \$24.24/hour, maximum per client per month \$121.20*

- b. 1 hour of Individual Counseling/week @ \$74.16/hour, maximum per client per month \$370.80
 - c. Random urinalysis (3/month) @ \$8.74 each, \$26.22/month
4. **Pre-Treatment (within a 14-day period only)**
- a. Individual Counseling Brief @ \$30.35/hour, \$60.70 maximum per client per month
 - b. Urinalysis 1 only @ \$8.74

CDDA SERVICES REIMBURSEMENT RATES **July 1, 2008 – June 30, 2009**

Effective July 1, 2008, for the period of July 1, 2008 to June 30, 2009, the Contractor shall be paid as follows:

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **One Hundred Fifteen Dollars and Seventeen Cents (\$115.17)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.
- B. **Treatment.** The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one "no show" (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the "no show" has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.
- C. **Rates/Fees.** The rates and/or fees charged to the Counties by the Contractor shall be:
 - 1. **Intensive Outpatient Treatment**
 - a. At least 6 hours but not more than 8 hours of Group Counseling/week @ \$25.20/hour, maximum per client per month \$1,134.00
 - b. 1 hour of Individual Counseling/week @ \$77.04/hour, maximum per client per month \$385.20
 - c. Random urinalysis (4/month) @ \$8.74 each, \$34.96/month

2. Phase I Structured Outpatient Continuing Care

- a. **At least 3 hours but not more than 6 hours of Group Counseling/week @ \$25.20/hour maximum per client per month \$756.00**
- b. **1 hour of Individual Counseling/week @ \$77.04/hour, maximum per client per month \$385.20**
- c. **Random urinalysis (4/month) @ \$8.74 each, \$34.96/month**

4. Community-Based Outpatient or Phase II-Outpatient Continuing Care

- a. **1 hour of Support Group/week @ \$25.20/hour, maximum per client per month \$126.00**
- b. **1 hour of Individual Counseling/week @ \$77.04/hour, maximum per client per month \$385.20**
- c. **Random urinalysis (3/month) @ \$8.74 each, \$26.22/month**

5. Pre-Treatment (within a 14-day period only)

- a. **Individual Counseling Brief @ \$30.35/hour, \$60.70 maximum per client per month**
- b. **Urinalysis 1 only @ \$8.74**

EXHIBIT D
CDDA OR DRUG COURT REFERRAL RESPONSE FORM

YOUTH NAME: _____

- Youth eligible for CDDA
- Youth eligible for Drug Court CDDA
- Youth is not eligible for CDDA
 - a. Is not chemically dependent
 - b. Is chemically dependent but not amenable
- Youth needs:
 - Inpatient Treatment
 - Outpatient Treatment

Probation Counselor _____

Assessment Counselor _____

EXHIBIT E

CDDA Evaluation Report And Treatment Plan

Name:

Address:

SCOMIS No.:

On _____, _____ was evaluated for a Chemical Dependency Disposition Alternative. Administered were the Adolescent Drug Abuse Diagnosis Interview Instrument and the K-SADS Interview. Based upon the information gathered and comparison with the DSM IV, _____ meets the criteria for _____ Dependency.

1. DSM IV Rationale

A. Pattern of established use:

B. Impairment of social or occupational functioning:

C. Tolerance or withdrawal:

D. Continued use despite adverse consequences and failed treatment attempts:

2. Substance Use History:

3. **Social History:**

4. **Offense History:**

5. **Education and Employment History:**

6. **Client's version of the facts:**

7. **Official version of the facts:**

8. **Amenability to Treatment:**

9. **Community Risk:**

Recommendations: Based on the information gathered and diagnostic impression, _____
_____ meets the criterion for a Chemical Dependency
Disposition Alternative. Please see attached treatment plan.

EXHIBIT F

Treatment Progress Report (Circle) CDDA/Drug Court/ARY Drug Court/Probation

CLIENT NAME: _____

TX Agency: Knowledge Counseling

Review Period Month

Next Court Date:

From: _____ To: _____

_____/_____/_____/_____/_____/_____

Probation Counselor _____

TX Phase: 1 2 3

Group and Individual Attendance:

A = Absent P = Present I = Intake E = Evaluation

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Group:																																
Individual:																																

Drug Testing:

RP = Results Pending	+ = Positive	- = Negative	M = Missed	AL = Alcohol	C = Cocaine
ME = Methamphetamine	OP = Opiate	THC = Marijuana	Oth = Other		

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Code:																																
Positive Drug Code:																																

Number of sober support meetings RECOMMENDED _____ ATTENDED _____ VERIFIED _____

Progress Notes:

Week 1:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 2:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 3:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 4:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 5:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Recommendations:

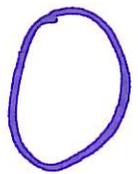
Employed: Yes No Employer: _____

Attending School: Yes No School Name: _____

Counselor Signature _____

Date: _____

RESOLUTION



BENTON COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT NUMBER 174, GRANT REIMBURSEMENT, LINE ITEM 1738, COUNSELOR II TO LINE ITEM , COUNSELOR III LINE ITEM 1739, and

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

DATED at Prosser, Washington, this 7th day of January 2008.

Chairman

ATTEST:

Member

Clerk of the Board

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

P

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 01-07-08 F/C 01-09-08	Executive Contract	PUBLIC HEARING
SUBJECT: Authorization to hire one FTE Juvenile Probation Counselor III for the CJAA-FFT Expansion program.	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

For a number of years Washington State Department of Social and Health Services (DSHS), division of Children and Family Services has contracted with the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to provide for the continuation of services to manage the Consolidated contracts. Additional dollars were available to expand the CJAA-FFT program by increasing individual youth and family targets, which have proven effective in reducing recidivism.

SUMMARY

This position will be grant funded for a period of two years and will end June 30, 2009.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and Franklin County sign the Resolution for the aforementioned position.

FISCAL IMPACT

This is a DSHS/JRA grant-funded position and there is no fiscal impact to either county.

MOTION

I move that the Benton County Board of Commissioners and the Franklin County Board of Commissioners sign the resolution to authorize the Benton-Franklin Counties Juvenile Justice Center to hire a full-time, benefited, bargaining unit staff member to fill the role of Juvenile Probation Counselor III - CJAA-FFT Expansion program.

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 BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER STAFF POSITION 1739 JUVENILE PROBATION COUNSELOR III – CJAA – FFT EXPANSION PROGRAM;

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that we be authorized to hire a Juvenile Probation Counselor III Position (1739), classified at a Grade 15, **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 have deemed it appropriate that the Benton and Franklin Counties Juvenile Justice Center be authorized to hire a Juvenile Probation Counselor III (1739), classified at a Grade 15, as a full-time, benefited FTE position to work with the CJAA – FFT Expansion Grant Program.

DATED this 7th day of January 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 9th day of January 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: January 7, 2008 Subject: Purchase Agreement Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u> X </u>	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other <div style="text-align: right; vertical-align: middle;"> X  </div>

SUMMARY

See Resolution.

RECOMMENDATION

Please sign the Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING UNIFORMS FOR THE SHERIFF'S OFFICE

WHEREAS, Benton County Superior Court supplies weapons to the Bailiffs; and

WHEREAS, the Benton County Risk Manager recommends that those employees carrying weapons as part of their duty also be provided bullet resistant vests, and

WHEREAS, money is available for the purchase of these vests for court security purposes in the Insurance Management Fund, 0504-101, and

WHEREAS, the Benton County Sheriff's Office has negotiated lower individual purchase prices with its vendor through large scale purchasing, and

WHEREAS, resolution 97-614 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, the Sheriff's Office Corrections Division is in the process of utilizing a grant that reimburses the County for a portion of the cost associated; and

WHEREAS, the Sheriff's Office has exclusively used in the past Blumenthal Uniforms Company as its supplier of uniforms and accessories, and

WHEREAS, the order of vest has a grand total purchase price of \$5511.45, **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Benton County Risk Manager's office proceed with the purchase of the vests for \$5511.45 (including wsst).

Dated this 7 day of January 2008.

Chairman of the Board

Member

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

CC: Personnel, BCSO, Prosecutor (Rosemary), Auditor Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: January 7, 2007 Subject: UEBT Agreements Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing <u>X</u> 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Teamsters Juvenile Detention and Sheriffs Deputy Guild and Employer agreed to recognize UEBT and Group Health Options as the their medical plan.

SUMMARY

I have included an Acceptance of Trust Agreement for the Teamsters Juvenile Detention and Sheriff's Deputy Guild which needs to be signed.

RECOMMENDATION

Please sign the resolution and original Acceptance of Trust Agreement for UEBT.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) ACCEPTANCE OF TRUST AGREEMENT FOR THE BENTON COUNTY SHERIFFS GUILD.

WHEREAS, the effective date of this agreement is January 1, 2007; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the agreement.

Dated this day of, 19

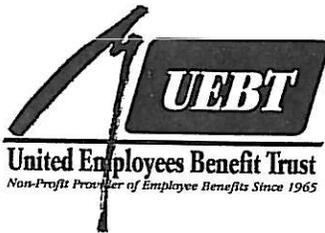
Chairman of the Board.

Member.

Member.

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

Attest:
Clerk of the Board



ACCEPTANCE OF TRUST AGREEMENT (REPRESENTED GROUP)

THE UNDERSIGNED acknowledges receipt of the Trust Agreement of the United Employees Benefit Trust (formerly the United Teamsters Welfare Trust), entitled "United Teamsters Welfare Trust Agreement and Declaration of Trust" (hereinafter referred to as the Trust Agreement) and the Certificate of Benefits of the Trust. The undersigned Employer or Union, by execution of this Acceptance Agreement, consents to and accepts the terms, conditions and provisions of the Trust Agreement and Certificate of Benefits, in each case as currently constituted or hereafter amended. This acceptance shall be considered effective and operative upon written acceptance by the Administrator of the United Employees Benefit Trust endorsed hereon. Accordingly, the undersigned Employer or Union agrees that the Trustees named in the Trust Agreement and Declaration of Trust are and shall be his or its representative, and said Employer or Union consents to be bound by the acts of said Trustees, successor trustees, and alternate trustees, pursuant to the provisions of said Trust Agreement.

The undersigned Employer agrees, during the life of this Agreement, to remit 100% of the premium set by the Trustees for each and every medical or related benefit plan identified in each and every collective bargaining agreement between the undersigned Employer and the Union providing for contributions to the Trust.

The Employer further agrees to remit premiums for 100% of the employees in the bargaining units established by each and every collective bargaining agreement providing for contributions to the Trust, except that no premium need be paid for an employee who has opted for Employer sponsored coverage through an HMO as authorized by state law.

This Acceptance of Trust Agreement shall terminate and become inoperative as to any and all action taken by the Trustees thereafter from and after the date when said Employer or Union has no collective bargaining agreement to which he or it is a party providing for payments into the United Employees Benefit Trust, provided that this Acceptance of Trust Agreement shall remain in effect during successive collective bargaining agreements, notwithstanding any hiatus between said agreements.

The undersigned as signatory hereto, and on behalf of its employees and/or members agrees that acceptance by the Trust of this Agreement does not confer any equitable or legal interest in present or future corpus or income of the Trust; and further, the undersigned as signatory hereto, and on behalf of its employees and/or members waives any equitable or legal claim which it may have to any Trust funds of whatever description, including but not limited to, present or future reserves or an increase in reserves, if and when said signatory discontinues further contributions to the Trust (in the case of a signatory employer); or (in the case of a signatory union) a signatory employer ceases to make contributions on behalf of employees represented by said union.

The undersigned Employer agrees to continue to contribute to the Trust for the employees covered by its current Collective Bargaining Agreement for the term of the Agreement; provided that the Employer's obligations pursuant to this sentence shall cease on the termination date of the current or successor collective bargaining agreement; or three years from the effective date of said collective bargaining agreement, whichever occurs earlier.

The parties hereto agree that damages caused the Trust by any breach of the Employer's obligations set forth in the preceding paragraph would be difficult to calculate. Accordingly the undersigned Employer agrees to pay liquidated damages in the event of breach in the amount of 10% of the total monthly contributions the Trust would have received but for the breach, plus the Trust's reasonable attorney fees and costs incurred in any lawsuit to enforce the obligations set forth in this and the preceding paragraph. The Trustees in their sole discretion shall decide whether or not to enforce the preceding paragraph.

Benton County
Employer

(Signature)

PO Box 470
Prosser WA 99350

Name and Title

Date

Benton County Sheriffs Guild
Union

(Signature)

8220 Gage Blvd #712
Kennewick WA 99336

Name and Title

Date

Number of Employees: 50

Effective Date: January 1, 2007

Acceptance of the United Employees Benefit Trust by the above named Employer or Union is hereby acknowledged and approved.

THE TRUSTEES OF UNITED EMPLOYEES BENEFIT TRUST

Date: _____

By: _____
Administrator

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) ACCEPTANCE OF TRUST AGREEMENT FOR THE BENTON-FRANKLIN COUNTIES JUVENILE DETENTION DEPARTMENT, TEAMSTERS LOCAL NO. 839

WHEREAS, the effective date of this agreement is January 1, 2007; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the agreement.

Dated this day of, 19

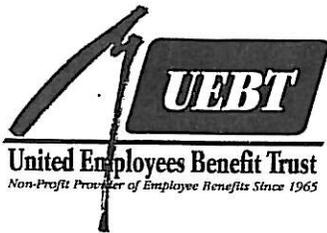
Chairman of the Board.

Member.

Member.

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

Attest:
Clerk of the Board



ACCEPTANCE OF TRUST AGREEMENT (REPRESENTED GROUP)

THE UNDERSIGNED acknowledges receipt of the Trust Agreement of the United Employees Benefit Trust (formerly the United Teamsters Welfare Trust), entitled "United Teamsters Welfare Trust Agreement and Declaration of Trust" (hereinafter referred to as the Trust Agreement) and the Certificate of Benefits of the Trust. The undersigned Employer or Union, by execution of this Acceptance Agreement, consents to and accepts the terms, conditions and provisions of the Trust Agreement and Certificate of Benefits, in each case as currently constituted or hereafter amended. This acceptance shall be considered effective and operative upon written acceptance by the Administrator of the United Employees Benefit Trust endorsed hereon. Accordingly, the undersigned Employer or Union agrees that the Trustees named in the Trust Agreement and Declaration of Trust are and shall be his or its representative, and said Employer or Union consents to be bound by the acts of said Trustees, successor trustees, and alternate trustees, pursuant to the provisions of said Trust Agreement.

The undersigned Employer agrees, during the life of this Agreement, to remit 100% of the premium set by the Trustees for each and every medical or related benefit plan identified in each and every collective bargaining agreement between the undersigned Employer and the Union providing for contributions to the Trust.

The Employer further agrees to remit premiums for 100% of the employees in the bargaining units established by each and every collective bargaining agreement providing for contributions to the Trust, except that no premium need be paid for an employee who has opted for Employer sponsored coverage through an HMO as authorized by state law.

This Acceptance of Trust Agreement shall terminate and become inoperative as to any and all action taken by the Trustees thereafter from and after the date when said Employer or Union has no collective bargaining agreement to which he or it is a party providing for payments into the United Employees Benefit Trust, provided that this Acceptance of Trust Agreement shall remain in effect during successive collective bargaining agreements, notwithstanding any hiatus between said agreements.

The undersigned as signatory hereto, and on behalf of its employees and/or members agrees that acceptance by the Trust of this Agreement does not confer any equitable or legal interest in present or future corpus or income of the Trust; and further, the undersigned as signatory hereto, and on behalf of its employees and/or members waives any equitable or legal claim which it may have to any Trust funds of whatever description, including but not limited to, present or future reserves or an increase in reserves, if and when said signatory discontinues further contributions to the Trust (in the case of a signatory employer); or (in the case of a signatory union) a signatory employer ceases to make contributions on behalf of employees represented by said union.

The undersigned Employer agrees to continue to contribute to the Trust for the employees covered by its current Collective Bargaining Agreement for the term of the Agreement; provided that the Employer's obligations pursuant to this sentence shall cease on the termination date of the current or successor collective bargaining agreement; or three years from the effective date of said collective bargaining agreement, whichever occurs earlier.

The parties hereto agree that damages caused the Trust by any breach of the Employer's obligations set forth in the preceding paragraph would be difficult to calculate. Accordingly the undersigned Employer agrees to pay liquidated damages in the event of breach in the amount of 10% of the total monthly contributions the Trust would have received but for the breach, plus the Trust's reasonable attorney fees and costs incurred in any lawsuit to enforce the obligations set forth in this and the preceding paragraph. The Trustees in their sole discretion shall decide whether or not to enforce the preceding paragraph.

Benton County Detention Dept.
Employer

(Signature)

PO Box 470
Prosser WA 99350

Name and Title

Date

Teamsters Local 839
Union

(Signature)

PO Box 4090
Pasco WA 99302-4090

Name and Title

Date

Number of Employees: 16

Effective Date: January 1, 2007

Acceptance of the United Employees Benefit Trust by the above named Employer or Union is hereby acknowledged and approved.

THE TRUSTEES OF UNITED EMPLOYEES BENEFIT TRUST

Date: _____

By: _____
Administrator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: January 7, 2007 Subject: UEBT Agreements Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other S

BACKGROUND INFORMATION

The Teamsters Local Union No. 839 representing Sheriff Corrections Offices and Employer agreed to recognize Washington Teamsters Welfare Trust as the their medical, dental, and vision plans.

SUMMARY

I have included the Washington Welfare Trust Subscription Agreement for the Teamsters Sheriff's Corrections which needs to be signed.

RECOMMENDATION

Please sign the resolution and original Washington Welfare Trust Subscription Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT FOR THE BENTON COUNTY SHERIFF CORRECTIONS OFFICERS, TEAMSTERS LOCAL UNION NO. 839.

WHEREAS, the effective date of this agreement is January 1, 2007; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the agreement.

Dated this day of, 19

Chairman of the Board.

Member.

Member.

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

Attest:
Clerk of the Board

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Benton County Corrections
Employer Name
P.O. Box 470
Address
Prosser WA 99350
City State Zip Code

Teamsters Local Union No. 839
Labor Organization (Union) Name
1103 W. Sylvester Street
Address
Pasco WA 99301
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 01-01-2007 to: 12-31-2009

New Account Renewal — Account No. 105188 Approximate No. of Covered Employees 100

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)				Monthly Rate
Medical Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C	\$ 698.90
Life/AD&D	<input type="checkbox"/> A - \$30,000	<input type="checkbox"/> B - \$15,000	<input type="checkbox"/> C - \$5,000	\$
Time Loss	<input type="checkbox"/> A - \$400/week	<input type="checkbox"/> B - \$300/week	<input type="checkbox"/> C - \$200/week <input type="checkbox"/> D - \$100/week	\$
LTD	<input type="checkbox"/> Long Term Disability Income Plan			\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only			\$
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical			\$
Dental Plan	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	\$ 125.45
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental			\$
Vision Plan	<input checked="" type="checkbox"/> EXT			\$ 11.35
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision			\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 07 based on employment in the prior month.

Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer _____ For Union _____
Title/Assn _____ Date _____ Title Secretary-Treasurer Date 12-10-07

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.
2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.
3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.
4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**
5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)

BENTON COUNTY
SINGLE-DAY TRAVEL MEAL REIMBURSEMENT FORM
MEALS WITHIN BENTON COUNTY
 (Reimbursements for other expenses must use the standard travel form)

Employee : Ross Dunfee

FUND # 010/101

MONTH: November - December 2007

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	21-Nov			\$17.00	\$17.00	BFWW GR&TA	Richland, WA
MLPY	12-Dec		\$12.00		\$12.00	ASCE	Richland, WA
MLPY	19-Dec			\$27.00	\$27.00	BFWW GR&TA	Kennewick, WA (See attached receipt)
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
MLPY					\$0.00		
SUBTOTALS:					\$56.00		

Meal rates ok per BC Travel Policy.

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 Dunfee*

Job Title: Public Works Director & County Engineer

Approval: _____
 Benton County Commissioner

Date: _____

Approval: _____
 Benton County Commissioner

Date: _____

BUDGET CODING

DEPT	BASE-SUB	CODE	AMOUNT
500	543 100	4300	56.00

Benton, Franklin, & Walla Walla Counties GR & TA
RECEIPT Date: 12/19/07

**For: Dinner (Prime) @ Clover
 Island Inn Holiday Event**

\$27.00

Method of Payment:
 Check Cash

BF&WW GR&TA
 4017 W. MARGARET
 PASCO, WA 99301

Dave
W

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, REGARDING LOCAL AGENCY
STANDARD CONSULTANT AGREEMENT FOR STRUCTURAL BRIDGE
ENGINEERING SERVICES PERFORMED BY HDR ENGINEERING, INC. FOR
HESS ROAD BRIDGES, STRUCTURE NO. 08376500 AT MP 0.95 AND
STRUCTURE NO. 08359100 AT MP 1.49 CE 1903 CRP;

WHEREAS, Benton County Public Works, after reviewing a request for qualifications,
has recommended that HDR Engineering, Inc. be selected to provided structural
engineering work on the two Hess Road bridges, identified as Structure No. 08376500
at M.P 0.95 and Structure No. 08359100 at M.P. 1.49, and

WHEREAS a Standard Consultant Agreement has been prepared under the direction of
Public Works, approved as to form by the Prosecuting Attorney's Office and signed by
HDR Engineering, Inc., NOW, THEREFORE

BE IT RESOLVED that the local Agency Standard consultant Agreement with HDR
Engineering, Inc. be approved and the Chairman of the Board of Benton County
Commissioners is hereby authorized to sign said agreement.

Dated this _____ day of _____, 2008

Chairman, Board of Benton County
Commissioners

Chairman Pro-Tem

Member

Attest: _____
Clerk to the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:lss

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Dave

Ross B. Dunfee, P.E.
Director / County Engineer
Steven W. Becken
Asst. Director / Asst. Co. Engineer

Benton County

Department of Public Works

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

December 18, 2007

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Hess Road Bridges Guardrail Improvements
CE 1903 CRP

Commissioners:

On September 5, 2007 we received a call regarding damage to a timber guardrail on Hess Road Bridge at MP 1.489 on Chandler Canal. The damage seems to have been done when a truck turned and the rear end of the truck trailer hit the railing. We have no proof of this other than the damage and tire tracks. The truck also hit the stop sign at PR 134 and knocked it over. This bridge lies several hundred feet south of OIEH, on the north/south section of Hess Road. County Engineer Ross Dunfee, Assistant County Engineer Steve Becken, and Engineer II Sue Schuetze inspected the site, took photos, and reviewed the damage on September 5, 2007. Area 1 Maintenance Crews placed cones and flashers along the entire west side of the bridge as a warning until a repair can be completed.

The existing bridge railing is timber and has no structural integrity. In other words it would not keep a vehicle on the bridge if an accident occurred. Staff discussed the damage and decided that because the bridge superstructure is in good shape and has 10 plus years of service left, that the best repair would be to replace the entire guard rail with a new crash tested system. We have a similar bridge just a mile away on Hess Road and it has been determined by staff to be cost effective to complete both bridge guardrail upgrades at the same time.

In order to accomplish the bridge guardrail upgrade, we need to hire a consultant who employs a structural engineer on staff who can design and stamp the needed plans. We recently advertised for "Request for Qualifications" and received two applications. The companies submitting qualifications were HDR Engineering, Inc. and Tetra Tech. Inc. Staff reviewed the qualifications submitted by both companies and chose HDR. HDR was notified and they have submitted a Local Agency, Standard Consultant Agreement.

Deputy Prosecuting Attorney Kathleen Fitzgerald review the Agreement and has approved it as to form.

The attached Scope of Work spells out the needed services proved by HDR. The following is a short outline of the services HDR would provide:

- Lead Engineer to visit site
- Create new load ratings with new rail data
- Prepare a report in memo format on the retrofit design
- Create plans and specifications for the bridge rail upgrade
- Prepare an Engineer's Estimate
- Be available via phone or email to answer questions

We have no funding set up for this project in our One Year Road Program, because it has been necessitated from a damage occurrence and unforeseen. We would like to create a project that would be funded from the Emergent category on our One Year Road Program. We anticipate that this project could cost up to \$50,000.

Both of these bridges are posted for Legal Limits only for the three AASHTO trucks. The consultant will be providing the county with new Load Limits for both bridges as part of their agreement. After the railing has been installed Public Works plans to post these two bridges as "One Lane Bridge Only" due to the narrow geometry that the guardrail will impose.

The attached photos show the damage inflicted on the north/south Hess Road Bridge.

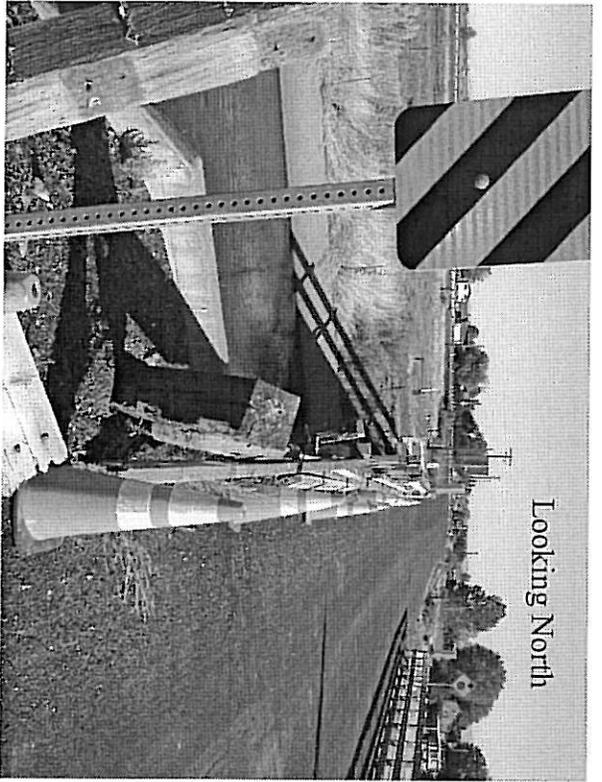
Sincerely,



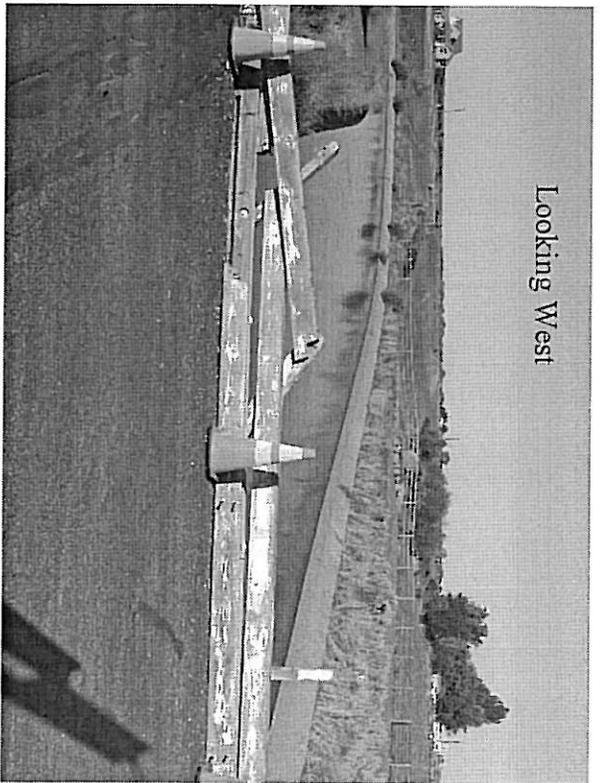
Ross B. Dunfee, County Engineer
/Public Works Director



Sue Schuetze
Engineer II

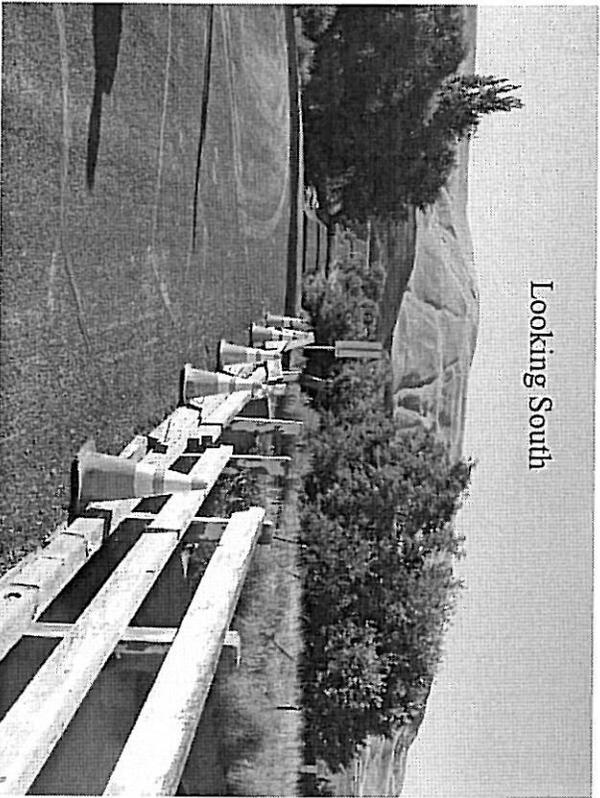


Looking North

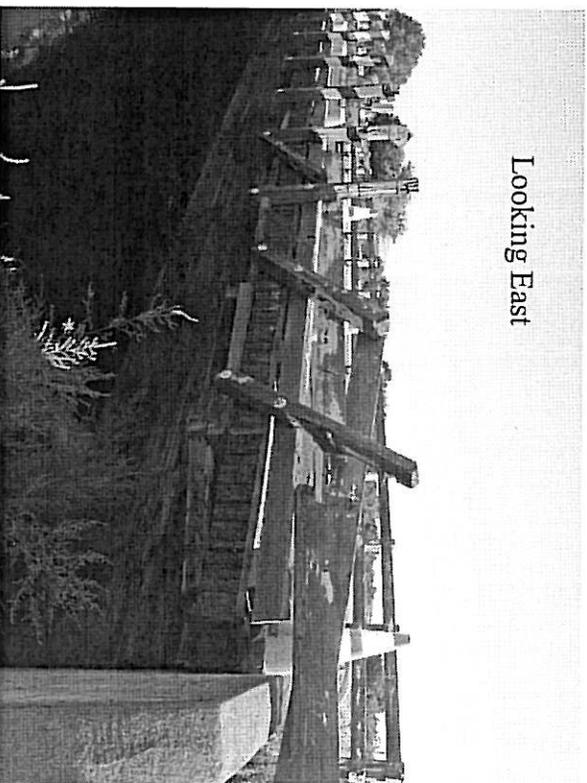


Looking West

All photos taken on 9-5-07 by Sue Schnetze. Deduction from damage is long load made turn onto 134 PR NW and end of load hit bridge railing during the turning. Maintenance placed one type 1 barricade with flasher at NW corner and cones along entire west side. We suggested additional type one barricade with flasher be placed at SW corner. We also suggest that several flasher be placed on the remaining posts evenly spaced. Maintenance Supervisor Bill Murphey also suggested some permanent signage be placed.



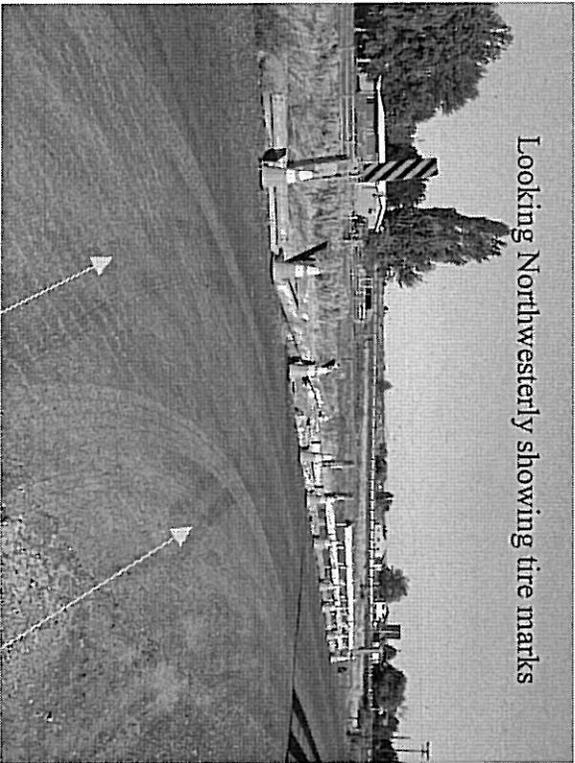
Looking South



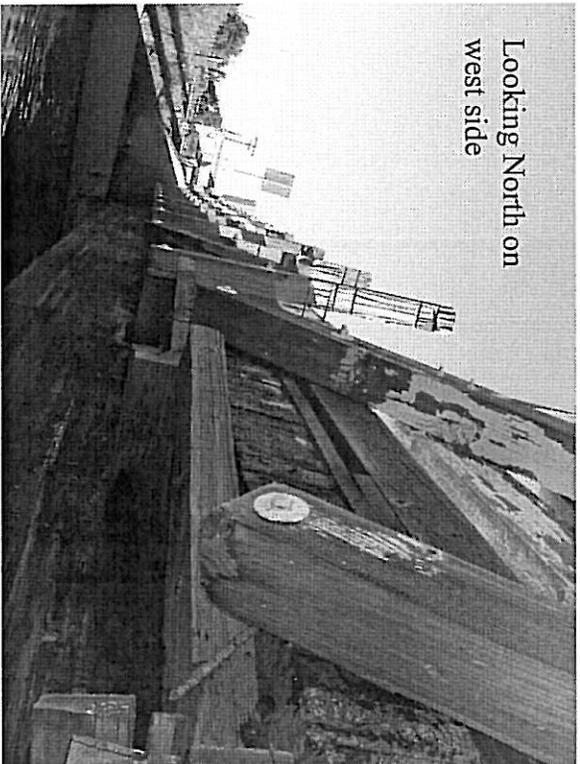
Looking East



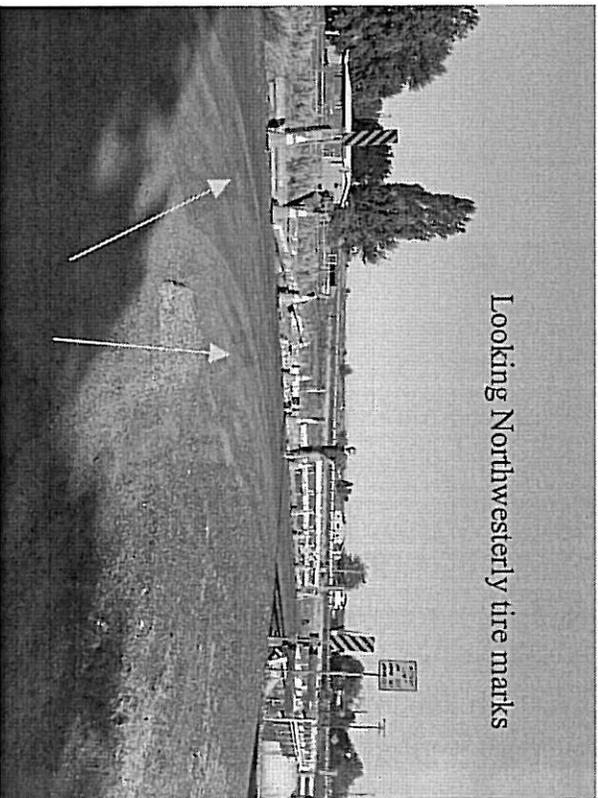
Looking North under bridge – guard rail post blocking



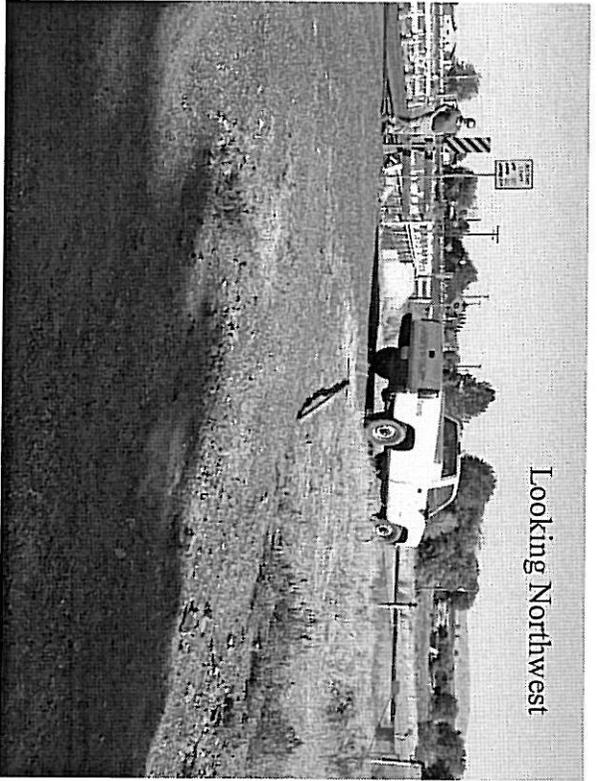
Looking Northwesterly showing tire marks



Looking North on west side



Looking Northwesterly tire marks



Looking Northwest



Close up of railing damage



Close up of railing damage and tire rub markings on timber curb.

R E S O L U T I O N



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF ONE (1) NEW CURRENT PRODUCTION MODEL CLASS 6 TRUCK CHASSIS

WHEREAS, it is the intention of the Board of County Commissioners to purchase for the County Road Department One (1) New Current Production Model Class 6 Truck Chassis, NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to prepare specifications and advertise a bid opening for said purchase.

Dated this 7th day of January, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: E. R. & R. PURCHASE OF A MILLER WELDING MACHINE AND ACCESSORIES

WHEREAS, resolution 97-614 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations for a Miller Welding Machine and Accessories were received from three vendors on the Benton County Vendor List; as follows:

A-L Compressed Gases, Inc., Pasco, Washington 99301	\$2,981.54
Norco, Inc., Pasco, Washington 99301	\$3,006.78
Oxarc, Inc., Spokane, Washington 99220	\$3,220.01;

and

WHEREAS, the County Engineer recommends award of the business to A-L Compressed Gases, Inc., Pasco, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Road with a Welding Machine and Accessories be awarded to A-L Compressed Gases, Inc, Pasco, Washington, in the amount of \$2,981.54, and Washington State Sales Tax in the amount of \$247.47; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 7th day of January 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington
RBD:LJM:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 7, 2008</u>	Execute Agreement _____	Consent Agenda <u>XX</u>
Subject: <u>E. R. & R Purchase</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>LJM</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

As authorized by Resolution 97-614 and RCW 36.32.345, quotations were solicited for the purchase of a Miller Welding Machine and Accessories for E. R. & R. Written quotations were received from three vendors on the Benton County Vendor List.

SUMMARY

The following quotations were received from vendors on the Benton County Vendor List:

A-L Compressed Gases, Inc., Pasco, Washington 99301	\$2,981.54
Norco, Inc., Pasco, Washington 99301	\$3,006.78
Oxarc, Inc., Spokane, Washington 99220	\$3,220.01

RECOMMENDATION

Approve the award of the business to A-L Compressed Gases, Inc., Pasco, Washington.

FISCAL IMPACT

The quoted price of \$2,981.54, plus WSST \$247.47.

MOTION

Approve the resolution as part of the consent agenda.

CLOSED MOTOR VEHICLES IS DANGEROUS AND SHOULD BE AVOIDED. GAS CYLINDERS MUST NEVER BE MOVED IN CLOSED SPACES, INCLUDING BUT NOT LIMITED TO CAR TRUNKS, DUE TO THE HIGH RISK OF EXPLOSION OR FIRE.

QUOTATION

CAUTION: LET NO OIL, GREASE, OR OIL BASED LUBRICANT OF ANY NATURE COME IN CONTACT WITH ANY PART OF THE OXYGEN CYLINDER, REGULATOR OR FITTINGS, AS THIS IS CONSIDERED DANGEROUS. ACETYLENE, PROPANE AND HYDROGEN ARE FLAMMABLE AND EXPLOSIVE GASES AND CONSIDERED DANGEROUS.



A-L COMPRESSED GASES, INC.

323 E. 3rd Ave. Moses Lake, WA 98837 (509) 762-8117 Fax (509) 762-8125	4230 E. Trent Spokane, WA 99202 (509) 534-1595 (800) 852-4979 Fax (509) 535-3379	1020 N. Oregon Ave. Pasco, WA 99301 (509) 546-2470 (800) 829-5315 Fax (509) 546-9602	1675 Lee Ct., Unit 4 Coeur d'Alene, ID 83814 (208) 664-9338 Fax (208) 664-9927	1026 Port Dr. Clarkston, WA 99403 (509) 758-0228 Fax (509) 758-0230
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PLEASE REMIT TO:
A-L COMPRESSED GASES
4230 EAST TRENT AVE.
SPOKANE, WA 99202
509-534-1595

www.a-lcompressedgases.com

QUOTE NO.	DATE	PAGE
910958	12/21/07	1

SOLD TO	BENTON COUNTY PUBLIC WORKS ATTN: ACCTS PAYABLE 1709 S ELY KENNEWICK WA 99336	SHIP TO	BENTON COUNTY PUBLIC WORKS **NO FREIGHT OR HAZ MAT** 1709 S ELY KENNEWICK WA 99336
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CUSTOMER I.D.	SALES CATEGORY	EMPL/STORE	CUSTOMER P.O. NO.	JOB RELEASE NO.	SHIP DATE
800300 0	QUOTATION	48 8			12/21/07

PRODUCT	HAZARD CLASS	HMID	QTY. SHIPPED	U/M	RET'D/ B.O.	PART NO.	CUBIC FEET	UNIT PRICE	AMOUNT
MM252 WELDER 907-321 MILLER 200/230 VOLT WITH PLUG			1	EA		35072889		1899.000	1899.00
SPOOLMATIC 30A 130-831 MILLER			1	EA		35004467		940.0000	940.00
T-120 LUG 1TO2/0 B120			1	EA		38203600		1.5000	1.50
1/0 WELDING CABLE			50	FT		44000503		2.3000	115.00
079-596 KIT MILLER			1	EA		35245018		26.0400	26.04
WA SALES TAX								8.300	247.47

WE APPRECIATE YOUR BUSINESS!
VISIT OUR WEBSITE AND ENTER TO WIN A
\$17,000 MILLER ULTIMATE WELD SHOP !!!
GO TO WWW.A-LCOMPRESSEDGASES.COM

CUSTOMER'S SIGNATURE X	CAPS SHIPPED	CAPS RET.	DRIVER'S INIT.	TOTAL →	3229.01
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UNLESS OTHERWISE STATED, THE CYLINDERS ON THIS DOCUMENT ARE THE PROPERTY OF VENDOR. BY ACCEPTANCE OF THIS DELIVERY, THE CUSTOMER ASSUMES RESPONSIBILITY FOR THE COUNT AND THE DOLLAR VALUE OF ANY CYLINDER LOST OR DAMAGED.

THE ABOVE MATERIAL WILL REMAIN THE PROPERTY OF THE SELLER UNTIL FINAL PAYMENT HAS BEEN MADE.

THIS TO CERTIFY THAT THE HERE-IN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

ALL SALES ARE SUBJECT TO EITHER THE TERMS AND CONDITIONS STATEED ON THE REVERSE SIDE HEREOF OR SUCH OTHER TERMS AND CONDITIONS AS THE PARTIES HERETO MAY HAVE PREVIOUSLY AGREED TO IN A SIGNED WRITTEN CONTRACT, NO TERMS AND CONDITIONS CAN BE MODIFIED EXCEPT BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BUYER.

TERMS: NET 30 DAYS FROM INVOICE DATE. INVOICES NOT PAID IN ACCORDANCE WITH TERMS ARE SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH, 18% PER YEAR.



WELDING • SAFETY • MEDICAL
Gases & Supplies
www.norco-inc.com

Quote

For Inquiries:
420 N. Oregon Avenue
Pasco, WA 99301
Phone: (509) 543-2022
Fax: (509) 543-2023

Quote #: 6751166
12/20/2007

Page: 1

Customer: BENTON COUNTY ROAD DEPT

Customer # 99639
P/O #:
Salesperson: RAY VAN HEEL

Terms: Net 30
Ship Method: Delivery

Norco Inc. is pleased to quote the following:

*** REPLACEMENT GROUND CABLE & CLAMP TO BE INSTALLED BEFORE DELIVERY***

<u>Item Number</u>	<u>Qty</u>	<u>UOM</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended</u>
MIL 907321	1.0	EA	MILLERMATIC 252 200(208)/230V 60 HZ 1PH	\$1,915.00	\$1,915.00
WHO 1/0WC	50.0	FT	#1/0 WELDING CABLE	\$2.29	\$114.50
TWE T-120	1.0	EA	TWECO WELDING CABLE LUG	\$2.53	\$2.53
MIL 130831	1.0	EA	MILLER SPOOLMATIC 30A	\$945.00	\$945.00
MIL 079596	1.0	EA	.045 FEED ROLL KIT V-GROOVE HARD WIRE	\$29.75	\$29.75

Line item total: 3,006.78
Line item taxes: 249.56
Freight: 0.00
Delivery: 0.00
Total tax: 249.56
Grand total: \$3,256.34

IMPORTANT: Acceptance of this Quotation is subject to standard terms and conditions of Norco Inc. Prices quoted are based upon the quantities specified, changes in quantity may necessitate price revisions.

ALL PRICES ARE NET AND VALID UNTIL 02/03/2008

ACCEPTANCE: THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED.

SIGNATURE: _____

DATE: _____

Norco Inc.
BY _____
LOCATION: 51



PACKING LIST
 SPOKANE, WA 99202 BOISE, ID COEUR D'ALENE, ID COLVILLE, WA ELLENSBURG, WA HERMISTON, OR ISLAND CITY, OR LEWISTON, ID
 MAIN STORE 83709 83614 89114 98926 97838 97850 93501
 (509) 765-9247 (208) 442-8910 (509) 826-3205 (509) 547-2494 (208) 263-1016 509 (575-0323 (509) 529-3060 (509) 662-8417 (509) 248-01
 1500 E. Wheeler Rd. 1901 N. Bingham St. 2256 Elmway 716 South Oregon 102 McGhee Road 750 W. Valley Mall Blvd 11 N. 4th St. 291 Ohme Gardens Rd. 1004 East M
 MOSES LAKE, WA NAMPA, ID OKANOGAN, WA PASCO, WA SANDPOINT, ID UNION GAP, WA WALLA WALLA, WA WENATCHEE, WA YAKIMA, W
 98837 83851 98840 99302 83864 98903 99362 98801 98903



TYPE	GP	LS300	T	LO	K	S	ANE	LA	MA	50#CO,20#CO
DEL										
RET										

12/20/07 QUOTE PROPOSAL

7777-00

BENTON COUNTY PUBLIC

2694CPS *CHARGE*

SPOKANE, WA 99220

*** SAME ***

SHIPPED VIA

TERMS

SALESMAN: 1 TERRITORY: 1
SPECIAL SHIPPING DELIVERY INSTRUCTIONS

WILL CALL

NET 30 DAYS

BENTON CO PUBLIC WORKS

SHIPDATE: 12/20/07



----- GASES -----

CYL:CYL:	SHP:RET:	VOLUME	CODE	PRODUCT DESCRIPTION	HAZARD CLASS:	I.D. NUMBER:	UNIT PRICE	EXTENDED PRICE
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----- HARDGOODS -----

QUANTITY ORDERED	QUANTITY SHIPPED	U/M	PART NUMBER	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	1.00	EA	907321	MLR MILLERMATIC 252	2022.070	2022.07
1.00	1.00	EA	130831	MLR 30A SPOOL GUN	1030.860	1030.86
50.00	50.00	FT	#1/0	#1/0 AWG COPPER WELDING CABLE	2.730	136.50
			BIN # WR25A	:250' ROLL #1/0'		
1.00	1.00	EA	079596	MLR DRIVE ROLL KIT .045	27.440	27.44
1.00	1.00	EA	T-120	TWC LUG CABLE SIZE #1 - 2/0	3.140	3.14

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* END OF ORDER *
* PAGE 1 OF 1 *

FOR CHEMICAL EMERGENCY, SPILL,
 LEAK, FIRE, EXPOSURE OR ACCIDENT
 CALL CHEMTREC-DAY OR NIGHT
 800-424-9300
 (703) 741-5000 FOR INFO

TICKET PRINTED 12/20/07 AT 01:35PM

NOTICE IT IS THE RESPONSIBILITY OF THE PERSON SIGNING THIS FORM TO MAKE SURE THAT THE CYLINDER TRANSACTION SHOWN ABOVE IS CORRECT.

THIS IS TO CERTIFY THAT THE HEREIN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

RECEIVED BY _____ CYLINDER VERIFICATION BY CUSTOMER _____

SIGNED BY: _____

INVOICE SUB-TOTAL	3,220.01
8.30%	267.26

TOTAL 3,487.27

IMPORTANT: All invoices are payable in cash within 30 days from the date the goods are delivered or the services are rendered. Late charges of 1.75% per month or a minimum of \$2.00 will be added to all accounts not paid on the due date. PLEASE READ CAREFULLY THE TERMS AND CONDITIONS, INCLUDING THE WARRANTY DISCLAIMER, WHICH APPEARS ON THE REVERSE SIDE. THEY ARE PART OF THIS INVOICE.

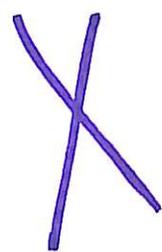
ENT. BY _____ FILLED BY _____
 CW

ORIGINAL

Thank You



RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: I-82 TO SR 397 INTERTIE PROJECT
PHASE 3

WHEREAS, a Consultant Agreement with J-U-B Engineers, Inc., Kennewick,
Washington, has been prepared for engineering work on the Intertie Project, Phase 3;
NOW, THEREFORE,

BE IT RESOLVED that the Consultant Agreement with J-U-B Engineers be and hereby
is approved and the Chairman of the Board is hereby authorized to sign Agreement on
behalf of Benton County.

DATED this 7th day of January, 2008

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

RBD:BLT:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Jan. 7, 2008</u>	Execute Agreement	<u>XX</u>
Subject: <u>I-82 to SR 397 Intertie</u>	Pass Resolution	<u>XX</u>
Prepared by: <u>dlh</u>	Pass Ordinance	<u> </u>
Reviewed by: <u>BLT</u>	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u>XX</u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

Consultant Agreement Number 12830-076 between Benton County and J-U-B Engineers for Phase 3 of the I-82 to SR 397 Intertie Project has been prepared for Engineering on said project. J-U-B Engineers has been selected as a "sole source" for the services due to their knowledge and familiarity with the Intertie project.

SUMMARY

The County Engineer requests approval of this Supplement.

RECOMMENDATION

Approve the Chairman to sign the Supplement.

FISCAL IMPACT

The maximum amount payable under the agreement is \$90,300.

MOTION

Approve the Resolution as part of the Consent Agenda.

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone J-U-B ENGINEERS, INC. 2810 W. Clearwater Avenue. , Ste 201 Kennewick, WA 99336	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		(509) 783-2144 FAX (509) 736-0790	
Agreement Number 12830-076		Project Title And Work Description I82 to SR397 Intertie Phase 3 Construction Administration. CONSULTANT shall provide construction engineering on-call services for construction administration, and project closeout.	
Federal Aid Number REV-3404(002)			
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate <u>178.28</u> % Overhead Cost Method <input checked="" type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Rate <u>35</u> % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work			
DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		Federal ID Number or Social Security Number 82-0290774	
Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Completion Date December 31, 2009	
Total Amount Authorized \$ _____		86,000.00	
Management Reserve Fund \$ _____		4,300.00	
Maximum Amount Payable \$ _____		90,300.00	

Index of Exhibits

- Exhibit "A" - Scope of Work
- ~~Exhibit "B" - DBE Participation~~ **N/A**
- Exhibit "C" - Electronic Exchange of Engineering and Other Data
- Exhibit "D" - Payment (by Agreement Type)
- Exhibit "E" - Consultant Fee Determination
- Exhibit "F" - Breakdown of Overhead Cost
- Exhibit "G" - Subcontract Work/Fee Determination
- Exhibit "H" - Title VI Assurances
- Exhibit "I" - Payment Upon Termination of Agreement
- Exhibit "J" - Alleged Consultant Design Error Procedures
- Exhibit "K" - Consultant Claim Procedures
- ~~Exhibit "L" - Liability Insurance Increase~~ **N/A**
- Exhibit "M" - Certification Documents

THIS AGREEMENT, made and entered into this 7 day of January, 2008,
 between the Local Agency of Benton County, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

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

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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

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

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

X Changes of Work

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

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

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

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

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

XIX Execution and Acceptance

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

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

By Richard H. Door By _____

Consultant Richard H. Door Agency _____
J-U-B Engineers

APPROVED AS TO FORM:

Kathleen S. [Signature]
Benton County Deputy Prosecuting Attorney

Exhibit A-1
Scope of Work
On Call Construction Administration

I82/SR397 Intertie Phase 3

Benton County

CONSTRUCTION ADMINISTRATION

- 1.1 General Construction Administration Services
 - A. CONSULTANT shall provide construction engineering on-call services of the following scope including preconstruction tasks, construction administration, and project closeout. CONSULTANT shall assist AGENCY by attending the AGENCY conducted preconstruction conference and providing part-time on-call construction observation, with field documentation as requested by AGENCY. CONSULTANT will review material submittals and project documentation as requested. As requested CONSULTANT will assist with Change order preparation and recommendation and progress pay estimates. CONSULTANT will assist in final records by preparing record drawings based on information provided by AGENCY.
 - B. General Administration of Construction Contract shall be in accordance with WSDOT Construction Manual. CONSULTANT shall consult with and advise AGENCY as requested.
 - C. PROJECT ADMINISTRATION - CONSULTANT shall schedule resources, prepare invoices, track budget and communicate project status with AGENCY as an ongoing effort for the duration of the project. CONSULTANT shall provide data and assistance to AGENCY for project funding.
- 1.2 Advertisement and Award. CONSULTANT to respond to field contractor questions during the advertisement period. If required, CONSULTANT will assist AGENCY in the preparation of addenda and forward to the AGENCY for distribution.
- 1.3 Bid Evaluation and Recommendation. AGENCY will conduct bid opening and evaluate bid results. Bid documents will be checked for compliance, errors and omissions. AGENCY will tabulate bid results and present award recommendation as to the low bidder. CONSULTANT will provide assistance as requested by AGENCY.
- 1.4 Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor while it is in progress:
 - A. CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction, as AGENCY requests, and CONSULTANT deems necessary in order to observe as an experienced and qualified design professional the progress

and quality of the various aspects of the Contractor's work. In addition, CONSULTANT shall provide a Construction Observer on an on-call basis to assist AGENCY's resident project representative at the site. For budget purposes the estimated hours of the Construction Observer is included with the Scope of Work Exhibit A-1 Man-Hour Exhibit. Additional hours beyond this estimate will require a Supplemental Agreement. The furnishing of such Construction Observer will not extend CONSULTANT's responsibilities or authority beyond the specific limits set forth elsewhere in this agreement. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on CONSULTANT's professional judgment. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep AGENCY informed of the progress of the work.

B. The purpose of the Construction Observer at the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT's efforts as an experienced and qualified design professional, to provide for the AGENCY a greater degree of confidence that the completed work of the Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

1.5 Construction Progress Meetings. At the request of the AGENCY, the CONSULTANT shall attend periodic construction progress meetings at a location agreed upon by Contractor and Agency.

1.6 Defective Work. During such visits and on the basis of such observations, CONSULTANT shall have authority to disapprove of or reject the Contractor's work only while in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 1.7 Clarifications and Interpretations; Field Orders. CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Directives authorizing minor variations from the requirements of the Contract Documents.
- 1.8 Change Orders and Work Change Directives. CONSULTANT shall recommend Change Orders and Work Change Directives to the AGENCY as appropriate, and shall assist AGENCY in preparing Change Orders and Work Change Directives as required.
- 1.9 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the Completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.10 Substitutes. CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions of the Contract Documents.
- 1.11 Inspections and Tests. AGENCY will be responsible for the overall testing and inspection. At AGENCY's request, CONSULTANT may assist and provide through the use of a subconsultant, materials testing services as the work progresses to monitor the contractor's compliance with the Contract Documents. Such tests may include soils gradation and compaction tests, concrete tests, etc. The frequency and procedures shall be as outlined in the WSDOT Construction Manual and the project specifications. Test results will be forwarded to the AGENCY and the Contractor. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.
 - A. Field tests shall be documented on WSDOT forms or on a form with equivalent WSDOT information.
 - B. Density test shall be performed using WSDOT field testing methods and procedures. It is anticipated that AGENCY will provide all density testing.
- 1.12 Surveys. AGENCY shall provide all construction staking for the field survey control needed to establish the lines, grades, slopes and cross-sections of the various roadway components as defined in the Construction Documents including referencing and replacing survey monuments. The CONSULTANT shall provide survey data from the design software in a format meeting AGENCY needs for staking purposes. The Contractor will be responsible for detailed dimensions, elevations, and slopes measured from the CONSULTANT furnished survey control.

- 1.13 Applications for Payment. As requested by AGENCY, CONSULTANT shall assist in preparation and review of payments and supporting documentation.
- 1.14 Construction/Contract Administration. CONSULTANT shall assist AGENCY in the preparation and oversight of Federal Aid documentation, on an as requested basis, and for other general office engineering and documentation services in compliance with the requirements of the funding agency, WSDOT Construction Manuals and the specifications.
- 1.15 Substantial Completion. Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, CONSULTANT and the AGENCY, accompanied by the Contractor, shall conduct an inspection to determine if the work is substantially complete.
- 1.16 Final Notice of Acceptability of the Work. CONSULTANT shall assist AGENCY in conducting a final inspection to determine if the completed work of the Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to the Contractor. The AGENCY understands that this acceptance is to the best of CONSULTANT's knowledge, information and belief and based on the extent of the services performed and furnished by CONSULTANT.
- 1.17 Record Drawings. CONSULTANT shall provide the AGENCY "record drawings" upon completion of construction. Such drawings will be based on information provided by representatives of the AGENCY, CONSULTANT and the Contractor. It is recognized that these drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
- 1.18 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT of final payment. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect of separate prime contracts.
- 1.19 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. CONSULTANT shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents. The preparation and participation in post project audits are not included in the CONSULTANT scope of services.

AGENCY'S RESPONSIBILITIES

Except as otherwise provided in The Standard Consultant Agreement, the AGENCY shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto:

- A. The Public Works Director will act as the AGENCY's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person

will have authority to transmit instructions, receive information, interpret and define the AGENCY's policies and decisions with respect to CONSULTANT's services for the Project.

- B. Provide, as may be required for the Project, such legal services as the AGENCY may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by the Contractor.
- C. AGENCY shall give prompt written notice to CONSULTANT whenever the AGENCY observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services or in the work of any Contractor.
- D. AGENCY shall pay/coordinate the Advertisement for Bid.
- E. AGENCY shall take recommendations for award of the contract to the Board of County Commissioners.
- F. AGENCY shall process payment requests and pay the Contractor.

Exhibit C

Electronic Exchange of Engineering and Other Data

I82/SR397 Intertie Phase 3

Benton County

- I. Surveying, Roadway Design & Plans Preparation
 - A. Survey Data - CONSULTANT shall provide hardcopies of construction staking information as described in the scope of work. As requested by AGENCY, copies in MS Word, PDF or other electronic text files will also be provided.
 - B. Roadway Alignment and Right-of-Way will be provided to in an electronic CADD format for use of updating AGENCY's GIS.
- II. Any Electronic Files to Be Provided - The AGENCY use of any submitted electronic Media or any other Media received by AGENCY from CONSULTANT after the date of this Agreement, whether or not electronic, incorporating or generated from the submitted Media ("Media") constitutes acceptance of the conditions of this license whether or not this Agreement is executed by any party.
 - A. CONSULTANT grants to AGENCY a nonexclusive, non-transferable license to use Media in compliance with the terms and conditions of this Agreement.
 - B. This license and use of the Media is restricted to the original site and Project for which it was originally prepared, and shall not be used for other projects or sites, nor shall it be transferred or conveyed to any other party for any use whatsoever without the prior written consent of CONSULTANT. Except for use on the Project or in official use as a governmental entity, and only as agreed to by the parties, the AGENCY has no right to use, disclose, modify, transfer, sublicense or otherwise distribute the Media, and shall use every reasonable effort to maintain the same as confidential and shall prevent disclosure to others. AGENCY acknowledges that the Media is an original creation of CONSULTANT. Except in official use as a governmental entity, AGENCY agrees not to reuse, reproduce or alter the Media for any purpose not originally intended and agreed by CONSULTANT and that reuse, reproduction or copying by an entity not a party to this agreement is prohibited.
 - C. AGENCY acknowledges that electronically stored information may not be compatible with their own computer system and may be subject to translation errors or undetectable alteration or deterioration. Because the Media does not constitute original contract documents, significant difference may exist between the Media and corresponding hard copy contract documents. CONSULTANT makes no representation regarding the accuracy or completeness of the Media. If, for any reason, a conflict occurs between the Media and stamped, signed documents, or contract documents, the stamped, signed documents, or contract documents, shall govern. ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE MEDIA, INCLUDING

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE SPECIFICALLY EXCLUDED, WAIVED, AND NEGATED.

- D. Electronic Media is not suitable for the purposes of construction layout and/or boundary information.
- E. Neither CONSUTANT nor its agents shall be liable for any damages arising out of the use or misuse of the Media, nor for any claim of any kind or nature, including CONSULTANT's negligence, arising out of or in any way related to the use or misuse of the Media, whether such claim is based in contract, negligence or otherwise. Further, AGENCY hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold CONSULTANT harmless from any and all claims, damages, losses and expenses ("claims") including attorney fees, arising out of or resulting from the use or misuse of the Media, including but not limited to, claims involving the completeness of accuracy of the Media.

III. Method of Electronic Exchange Data

- A. Alignment and Right-of-Way information will be provided in AUTOCAD format compatible with AGENCY software.

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rates shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payments shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

ESTIMATED FEES EXHIBIT E-1
CONSULTANT FEE DETERMINATION - SUMMARY SHEET - Cost Plus Fixed Fee
Benton County

PROJECT: 182/SR397 Intertie Phase 3 Construction Assistance

Direct Salary Cost (DSC): Includes a 3% COLA

Classification	Person-hours	Rates of pay	Estimated Costs
Transportation Manager	70	\$52.79	\$3,695.16
Project Manager QA	83	\$43.83	\$3,621.26
Const. Manager	0	\$42.03	\$0.00
Project Eng.	127	\$35.89	\$4,558.23
Design Eng.	6	\$23.96	\$143.74
Structural Eng.	28	\$42.21	\$1,181.86
Const. Observ.	184	\$31.57	\$5,808.29
Const. Admin.	91	\$40.77	\$3,709.85
Clerical	34	\$22.28	\$757.56
CADD	24	\$17.26	\$414.16
		577.0	Total DSC = \$23,890.11
Overhead (OH Cost - including Salary Additives):			
	OH Rate x DSC	of 178.27931%	= \$42,591.12
Fixed Fee (FF):			
	FF Rate x DSC	of 35.00%	= \$8,361.54
Reimbursables:			
Travel and Per Diem			
	Per Diem - Meals	0 days @	\$30.00 \$0.00
	Air Travel	0 trips @	\$500.00 \$0.00
	Mileage	500 miles @	0.445 \$222.50
	Lodging	0 days @	\$60.00 \$0.00
Office and Equipment			
	GPS Equipment	Equipment Charge	0 hours @ \$50.00 \$0.00
	Postage		\$300.00
	Printing		\$100.00
	Field Supplies		\$150.00
Reimbursable Sub-Total			\$772.50
Subconsultant Costs:			
Subconsultant Total			
	1. Intermountain Materials Testing		\$10,000.00
	4% Markup		\$400.00
CE Estimated Total			\$86,015.27
Total Amount Authorized (rounded)			\$86,000.00
Management Reserve Fund 5%			\$4,300.00
Maximum Amount Payable			\$90,300.00
Prepared by:	R. Door		12/27/2007
			Updated

EXHIBIT F

Consultant Breakdown of Overhead Cost for ITD & WSDOT

J-U-B ENGINEERS, INC.

Year Ending December 31, 2006

FRINGE BENEFITS		
	Beginning Total	% of Direct Labor
Direct Labor	\$23,890.11	
FICA	\$3,162.73	13.24%
Unemployment	\$247.94	1.04%
Medical Aid and Industrial Insurance	\$189.63	0.79%
Company Insurance and Medical	\$3,301.05	13.82%
Vacation, Holiday, and Sick Leave	\$4,509.14	18.87%
Commission, Bonuses/Pension Plan	\$1,330.81	5.57%
Total Fringe Benefits	\$12,741.31	53.33%
GENERAL OVERHEAD		
State B & O Taxes	\$345.85	1.45%
Insurance	\$1,179.89	4.94%
Administration and Time Not Assignable	\$16,267.08	68.09%
Printing, Stationery, and Supplies	\$1,421.61	5.95%
Professional Services	\$1,168.01	4.89%
Travel Not Assignable	\$1,213.90	5.08%
Telephone and Telegraph Not Assignable	\$783.79	3.28%
Fees, Dues, Professional Meetings	\$191.44	0.80%
Utilities and Maintenance	\$701.83	2.94%
Professional Development	\$376.45	1.58%
Rent	\$2,808.61	11.76%
Equipment Support (computer); Depreciation: Computer e	\$2,399.23	10.04%
Cost of money	\$295.89	1.24%
Office Miscellaneous, Postage	\$696.21	2.91%
Total General Overhead	\$29,849.81	124.95%
Total Overhead Fringe + General	\$42,591.12	178.28%

Exhibit H Title VI Assurances

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

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

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

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

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

Exhibit K

Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit M-1(a)
Certification Of Consultant

Project No. 12830-076
Local Agency Benton County

I hereby certify that I am Transportation Project Manager and duly authorized representative of the firm of J-U-B ENGINEERS, INC. whose address is 2810 W. Clearwater Avenue and that neither I nor the above firm I here represent has:

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

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

12-27-07
Date

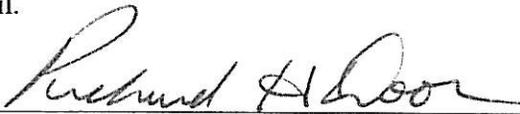

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Benton County, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Date

Signature

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

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

Consultant (Firm): J-U-B ENGINEERS, INC.

12-27-07

(Date)

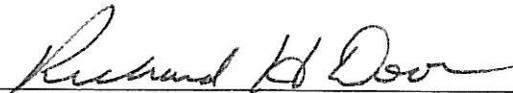

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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

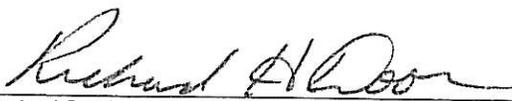
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Consultant (Firm): J-U-B ENGINEERS, INC.

12-27-07
(Date)


(Signature) President or Authorized Official of Consultant

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 01/07/08	Execute Contract	_____	CONSENT AGENDA <u> X </u>
SUBJECT: <u>Amendment to</u> <u>Resolution for adult</u> <u>drug court secretary</u>	Pass Resolution	<u> x </u>	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: Pat Austin	Other	_____	OTHER _____
Reviewed By: David Sparks, Melina Wenner, Sarah Perry	Approve for Hearing	_____	_____

BACKGROUND INFORMATION

In May, 2007 both Boards of County Commissioners approved a bi-county resolution establishing a salary grade and position for a part-time adult drug court secretary. At that time it was the intent and understanding of the court that the part-time employee filling this position would be entitled to accrual of sick, vacation and holiday pay on a pro-rata basis, even if hours worked were ninety (90) hours or less per month. The employee was hired with this understanding as well. The prosecutor has concurred that the court is within legal authority to request this amendment to resolution no. 07-345 attached hereto.

SUMMARY

RECOMMENDATION

Recommend approval a the bi-county resolution amending bi-county joint resolution nos. BC 07-345 and FC 2007-249 creating and funding the position of adult drug court part-time secretary effective May 1, 2007.

FISCAL IMPACT

No additional impact. Funds were approved under 2007 and 2008 budget as it was the understanding of the court that this employee was entitled to pro-rated leave accrual.

MOTION

Move to approve the amendment to bi-county joint resolution nos. BC 07-345 and FC 2007-249 creating and funding the position of adult drug court part-time secretary effective May 1, 2007, as attached hereto.

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 AN AMENDMENT TO BI-COUNTY JOINT RESOLUTION NOS. BC 07-345 & FC 2007-249 CREATING AND FUNDING THE POSITION OF ADULT DRUG COURT PART-TIME SECRETARY EFFECTIVE MAY 1, 2007.

WHEREAS, We the County Commissioners of Benton and Franklin Counties, the duly constituted legislative authority having budgetary responsibilities for the Benton and Franklin Counties Superior Court Adult Drug Court Division, upon the request and recommendation of Superior Court, do hereby resolve and declare;

1) That we approve an amendment to the Superior Court Adult Drug Court part-time Secretary position created and authorized under the 2007 and 2008 Benton and Franklin Counties budget process; and

2) That bi-county resolution nos. BC 07-345 and FC 2007-249 be amended to provide that the employee who is currently filling this part-time secretarial position accrue sick, vacation and holiday time pro-rated based on hours worked per month, even if hours worked are ninety (90) hours or less per month, which was the original intent and understanding when the position was created; and

3) That the effective date of said amendment shall be May 1, 2007; and

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Benton County and Franklin County do hereby approve the amendment to bi-county resolution nos. BC 07-345 and FC 2007-249, including accrual of sick, vacation and holiday time pro-rated based on hours worked per month, even if hours worked are ninety (90) hours or less per month, for this part-time secretary position as approved under the 2007 and 2008 Benton County and Franklin County Superior Court Adult Drug Court Budgets and according to statute, effective May 1, 2007.

Adult Drug Court Secretary Res.

Page 1 of 2

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Dated at _____, Washington, this _____ day of
_____, 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude Oliver, Chairperson

Max Benitz, Member

ATTEST:

Leo Bowman, Member

Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Robert E. Koch, Chairperson

Richard Miller, Chair Pro-Tem

Attest:

Neva Corkrum, Member

Clerk of the Board

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 07 345

FRANKLIN COUNTY RESOLUTION NO. 2007 249

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

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR THE ADULT DRUG COURT
PERMANENT PART TIME SECRETARY IN THE SUPERIOR COURT ADMINISTRATOR'S
OFFICE

WHEREAS, the County Commissioners of Benton and Franklin Counties, the duly
constituted legislative authority having budgetary responsibilities for the Benton and
Franklin Counties Superior Court Adult Drug Court Division, upon the request and
recommendation of Superior Court; and

WHEREAS, the Board of Benton County Commissioners approved Resolution 05-797,
Personnel Policies and Procedures for Non-Bargaining Employees; and

WHEREAS, that Resolution includes a process for "new" position and/or substantially
changed position (re)classification/grade requests to be processed for a
determination by the Board of Benton County Commissioners; and

WHEREAS, the Board of Benton County Commissioners has suspended the Non-
Bargaining Position Evaluation Committee; NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a
temporary grade of 4 on the bi-county non-bargaining salary schedule to the Adult Drug
Court Secretary; and

BE IT FURTHER RESOLVED, that the position of Adult Drug Court Secretary immediately
be sent to the Non-Bargaining Position Evaluation Committee for classification once the
committee is re-established; and

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

Adult Drug Court Secretary Res.
Page 1 of 2

Auditors; Superior Ct.

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

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Benton County and Franklin County do hereby approve the creation of the Adult Drug Court permanent part-time position, established at a Grade 4 on the Bi-County non-bargaining salary scale, as approved under the 2007 Benton County and Franklin County Superior Court Adult Drug Court Budget and according to statute.

Dated at Prosser, Washington, this 21 day of May, 2007.

BENTON COUNTY BOARD OF COMMISSIONERS

Leo M Bowman
Leo Bowman, Chairperson

Max E Benitz
Max Benitz, Member

Claude Oliver
Claude Oliver, Member

ATTEST:

Carmel McLaughlin
Clerk of the Board

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Robert Koch
Robert Koch, Chairperson

Nava Cortez
Nava Cortez, Member

Richard Miller
Richard Miller, Member

Attest:

Mary Withers 5-23-07
Clerk of the Board

05/07

BENTON COUNTY CLASSIFICATION DESCRIPTION
Drug Court Secretary/Receptionist

TITLE: DRUG COURT SECRETARY/RECEPTIONIST

DEPARTMENT: Superior Court Administrator

REPORTS TO: Superior Court Administrator

SUMMARY: Under general direction of the Adult Drug Court Coordinator and Case Manager, performs a variety of routine reception and clerical duties, typing and data entry in relation to case management of the Drug Court cases; assist the Drug Court staff and team; produce the drug court newsletter; other clerical duties as assigned.

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

Performs routine reception and clerical duties.

Assists the Drug Court Coordinator and Drug Court Case Manager.

Assists Drug Court Team in case management of the Drug Court cases.

Prepares and distributes the Drug Court newsletter.

Assists with other court clerical duties as assigned.

Maintains general office administrative/case files.

Prepares monthly caseload activity report.

Performs general reception duties.

Prepares and distributes Drug Court Newsletter.

Maintains and fosters working relationships with other justice system agencies, other county and state departments, the general public, treatment providers, and attorneys who appear before the court.

Performs other duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

Ability to work under time constraints and pressure in a close working environment.

Excellent organizational skills required.

Working knowledge of legal procedures, courtroom operations, and legal terminology.

05/07

BENTON COUNTY CLASSIFICATION DESCRIPTION
Drug Court Secretary/Receptionist

Awareness of trends in Drug Courts and understand the dynamics of Drug Court.

Ability to communicate effectively.

Legal secretarial skills, including typing, familiarity with forms, filing, and telephone work are essential.

Ability to make decisions quickly and confidently.

Good verbal and written skills.

Technical skills require comprehensive understanding of Word, Excel, and Publisher.

Ability to foster good working relationships with other justice system agencies, other county and state departments, the general public, treatment providers and attorneys who appear before the court.

EDUCATION AND EXPERIENCE: Education/experience: Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying. Typical qualifications would be equivalent to any combination of the following:

- 1) Possession of a High School Diploma or equivalent; AND
- 2) A minimum of one (1) year secretarial experience is preferred; AND
- 3) Familiarity with the legal system, and applicable laws; court rules, and policies; specifically Drug Court; AND
- 4) Familiarity with Word, Excel, Publisher and a demonstrated ability to learn and effectively utilize automated systems; AND

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License.

Z

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER RESCINDING RESOLUTION 07-901 SUPERIOR COURT ADMINISTRATION LINE ITEM TRANSFERS.

WHEREAS, the Board of Benton County Commissioners passed Resolution 07-901 on December 17, 2007; **NOW, THEREFORE**,

BE IT HEREBY RESOLVED by the Board of Benton County Commissioners that Resolution 07-901 is rescinded.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Superior Court, Auditor

GA

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (EDA) ECONOMIC DEVELOPMENT AGREEMENT

WHEREAS, women of every race, class and ethnic background have made historic contributions to the growth and strength of Benton County, the State of Washington, our nation and the global community; and

WHEREAS, RCW 36.01.085, states that, "It shall be in the public purpose for all counties to engage in economic development programs." In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development; and

WHEREAS, Prosser EDA is a nonprofit corporation currently running an economic development program within the geographical boundaries of the Prosser School District; **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Economic Development Agreement between Benton County and Prosser EDA.

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

**STANDARD SERVICE AGREEMENT
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 Prosser Economic Development Association with its principal address at 1230 Bennett Avenue, Prosser, WA 99350 (hereinafter "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract consists of these specific and general terms and conditions, and the 2008 Economic Development Plan provided by the Contractor, which is incorporated as Exhibit A.

2. DURATION OF CONTRACT

The term of this Contract shall be effective January 1, 2008 and shall expire on December 31, 2008. The Contractor shall complete all work by the expiration date of this Contract.

3. SERVICES PROVIDED

During the term of this Contract, the Contractor shall administer the economic development programs set forth in Exhibit A within the Contractor's service area, which is concurrent with the boundaries of the Prosser School District. Contractor will send monthly work progress reports to the County, Contract Representative.

4. CONTRACT REPRESENTATIVES

The County's Contract Representative is:

Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

All correspondence and billing will be sent to the County's Contract Representative.

The Contractor's Contract Representative is:

Debbi Heintz
Prosser Economic Development Association
1230 Bennett Avenue
Prosser, WA 99350
(509) 786-3600
www.prosser.org

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

For services provided in paragraph 3, the County agrees to pay the Contractor no more than ten thousand dollars and no cents (\$10,000.00). Contractor shall invoice the County monthly, and payments shall be made in twelve (12) equal monthly payments of eight hundred and thirty-three dollars and thirty-three cents (\$833.33).

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification or renewal of this Contract shall be effective, unless set forth in a written amendment signed by both parties.

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, damage to property or business, or any other source of liability whatsoever, 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.
- b. 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, its employees, agents or subcontractors.
- c. 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 of 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 parties have mutually negotiated the foregoing waiver 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.

8. INSURANCE

The Contractor shall obtain and maintain continuously throughout this agreement the following insurance:

- a. **Workers Compensation:** Contractor shall comply with all Washington State Workers Compensation laws. 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.
- b. **Commercial General Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, sickness, 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). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by Contractor in fulfilling this agreement. Contractor shall cause County to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to County. This policy shall be primary to any of County's other sources of insurance including self-insurance through a risk pool. Contractor shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. **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. Contractor shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of County.

d. Other Insurance Provisions:

- 1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- 2) The County, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
- 3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or agents.
- 5) 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.
- 6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 7) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of Contractor may not be written as a "claims made" policy.

e. Verification of Coverage and Acceptability of Insurers:

- 1) 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 in writing in advance of commencement of work by the Benton County Risk Manager. 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.

- 2) The Contractor shall furnish the County with properly executed and unaltered Acord form certificate of insurance of 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. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- 3) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the County's Contract Representative. The address of the certificate holder shall be shown as the current address of the County's Contract Representative.
- 4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that Contractor is currently paying workers compensation.
- 5) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the County's Contract Representative identified above.
- 6) 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 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 will owe Contractor

for invoices previously submitted in accordance with this Contract and a pro-rata payment for the portion of the month in which any such termination is effective.

- b. The Contractor may not terminate this Contract in whole or in part without the written consent of the County.

10. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

11. 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, honorably discharged veteran status, or the presence of any disability.

12. DISPUTES

The aggrieved party will promptly address disputes over the Contractor's performance in writing in order that such matters may be settled or other appropriate action promptly taken. The County's Contract Representative or designee shall decide any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor. 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

14. ENTIRE AGREEMENT

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

15. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 above.

Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

16. 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 there with 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.

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

The parties specifically certify that the provisions contained within paragraph 7(c) are mutually negotiated.

BENTON COUNTY

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION

Claude Oliver, Chairman
Benton County Commission

Dated: _____

Dated: _____

Approved as to Form:

Ryan K Brown
Deputy Prosecuting Attorney

2008
ECONOMIC DEVELOPMENT
PLAN

PROSSER ECONOMIC DEVELOPMENT
ASSOCIATION

1230 Bennett Avenue, Prosser, WA 99350
(509) 786-3600 Fax (509) 786-2399

www.prosser.org

MISSION STATEMENT

The mission of Prosser Economic Development Association is organized for the purpose of promoting and advancing the economic welfare and development of the City of Prosser and the surrounding area designated as the Prosser School District area, thereby improving the quality of life and contributing to the overall economic development of the State of Washington.

The Prosser Economic Development Association (PEDA) will identify opportunities and constraints through dialogs with the funding entities, private industry, grassroots constituents and outside sources. The 2008 Work Plan and corresponding resource will be presented to the Board of Directors at their November meeting for review and acceptance. The plan approved by the Prosser EDA Board of Directors will be presented to the participating entities: City of Prosser, Benton County and Port of Benton.

Prosser Economic Development Association

2008 OFFICERS

Bob Stevens President

Steve Sensney Past President

Jane Hagarty Vice President

Shelley Clark Secretary

Tanya Wagner Treasurer

2008 BOARD OF DIRECTORS

Max Benitz
Matt Grey
Jim Tavary
Eric Leber

Jeffery Dennison
Christie McAloon
Ray Tolcacher
Katie Nelson

Bruce Etzel
Scott Pontin
Paul Warden

2008 WORK PLAN

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION

The 2008 work plan continues the commitment of Prosser EDA's community partners to build a solid economic base in Prosser; benefiting all citizens. Prosser EDA's work plan is built around the organization's continuing mission to promote and advance the economic welfare and development of its service area. Successes of Prosser EDA improve the quality of life and contributes to the overall economic development to the area and region. The mission is accomplished through community partnerships with government, business, industry and individual volunteers who commit time and resources toward this goal.

The results of this commitment to economic development are clearly visible throughout the community. On an a consistent average for the past four years, over 50 jobs per years have been created as new businesses have located or existing businesses have expanded in the City or outlaying areas within the service district in Benton County. Through October of 2007, 121 requests for assistance have been made through our organization; total numbers will for the year will fall into the 150 range. Based upon this estimate, there is 1 inquiry every other day of the week. Individuals living inside and outside, the city limits are wishing to start, expand or retain a business in Benton County in record numbers.

Prosser EDA has a unique ability to hold, in confidence, business inquiries about our service area; unlike the cities and counties, which information is public. Prosser EDA will assist the County, City and Port of Benton of all business leads that are in the jurisdiction of the Prosser EDA boundaries within Benton County.

THE 2008 WORK PLAN FOCUSES ON FOUR KEY AREAS:

1. Organizational Development/General Administration
2. Recruitment
3. Retention & Expansion
4. Project Development

The next section of the 2008 work plan will briefly outline each key area including goals, benefits to the community and tasks necessary to accomplish goals targeted for the coming year.

2008 WORK PLAN

ORGANIZATIONAL DEVELOPMENT GENERAL ADMINISTRATION

GOAL:

Continue to strengthen administrative functions of Prosser EDA. This includes activities related to Prosser EDA finances, communications, membership and future planning.

BENEFIT:

A strong Prosser EDA built upon a solid source of funding, marketing, public relations and comprehensive planning allows the economic development work to move forward innovatively and aggressively.

TASKS:

A. Funding

- Strategic fundraising action plan for building private investor program for Historic Downtown Prosser Association.
- Obtain a balanced approach from funding partners (City, Port & County)
- Provide grant research and funding strategies by surveying counties in Washington/Oregon to seek capital development and operation costs for Benton County Parks & Recreation Department.

B. Organizational Marketing & Public Relations

- Press releases on expansions, new business, special events
- Annual Report and Meeting
- Economic development communication link to both public and private entities

C. Comprehensive Planning

- Identify issues for economic development in Benton County/PEDA service district (Paterson, Plymouth, Whitstran, Crow Butte)
- Ascertain the highest and best use for future land development and infrastructure needs

2008 WORK PLAN

RECRUITMENT

GOAL:

Create 45 new jobs within Prosser EDA's service area. Seek companies, which offer good family wage jobs with benefits which fit in with the character of Prosser and which are respectful to local environmental concerns.

BENEFIT:

Job creation translates to more residents working in the Prosser EDA's service area, paying local taxes to support schools and essential services. Availability of family wage jobs keeps more young people in the local area rather than leaving to find employment elsewhere. Encouraging young families to live and work in the community helps to support the hospital and schools to continue to provide quality services in health care and education.

TASKS:

A. Targeted Recruitment

- Membership referrals added to database and worked as a prospect
- Identify and recruit:
 - Food industry for location of fresh grocery market, cheese & bakery outlets, organic commodities.
 - Overnight Accommodations - B&B's, Hotel/Motel
 - Outdoor & Recreation Companies
 - Ancillary businesses related to Agri-Tourism to support commercial, retail development
 - Value added Agricultural Businesses

B. Information and Referral

- Serve as a source of information for inquiries on business-related aspects for the service area
- On-going effort to assist in business permitting; advocate for start-ups.

C. Recruitment Marketing

- WAWGG Trade Conference
- Enology & Viticulture Symposium

- Retail & Food-related Trade Show(s)
- Website Quarterly Updates
- Market City, County & Port Properties

2008 WORK PLAN

BUSINESS RETENTION AND EXPANSION

GOAL:

Build a unified, healthy business community in Prosser.

BENEFIT:

Encourages growth and retention of existing businesses while also fostering new commercial and tourism development. Citizens see value in community and take pride in community, civic and business accomplishments.

TASKS:

- A. Information, Referral & Business Assistance Program**
 - Serve as a source of information for inquires on business-related aspects.
 - Continue to partnership with CBC to expand services of the Small Business Development Center.
 - Business Service Workshop co-sponsored with YVCC.

- B. Business Incentive Program**
 - Investigate public/private resources for offering business incentives for renovation of storefront facades, awnings, etc.

- C. Land Use Planning**
 - Land use planning for revisions to comprehensive plan for City.
 - Partner with County & City for strategy in annexation plan.
 - Attending and providing input in public comment meetings.

- D. Horse Heaven Vista**
 - Project oversight on grant enhancement of property.
 - Committee development for educational kiosk and signage.
 - Investigate and seek funding for electrical and/or solar lighting for securing County property.

- E. Historic Downtown Prosser Association**
 - Serve as Downtown Manager for HDPA Board
 - Provide leadership and oversight to the following HDPA Committees: Organization - Promotion - Economic

Restructuring - Design

- Ensure advancement of committee work plans
- Attend quarterly Washington State Main Street Advisory Steering Committee meetings.

F. Benton County Courthouse

- Committee involvement in courthouse remodel plans
- Education and promotion of authentic, historical site.
- Create awareness of economic value to community.

G. Access to Frontage Roads

- Continue investigation, demonstration & planning for opening access north of I-82 for business development.
- Re-zoning for city acquisition; defining highest & best land use.
- Partner with County, City and Port of Benton to detail options for access, funding and targeted recruitment.

2008 WORK PLAN

PROJECT DEVELOPMENT

GOAL:

Provide agri-tourism business incubator for start-up companies or business expansion.

BENEFIT:

Encourages growth and retention of commercial, agriculture and tourism development. Collaborate with farmers, wine industry, artists to produce business retail variety, providing a larger retail base for tourism. A cluster of companies focused on agribusiness will create jobs and increase revenue for County/City/Port.

TASKS:

A. Define Project

- Research land acquisition and provide options
- Development of Master Plan to include infrastructure needs, permitting/fees, site development, and building design.
- Seek funding partners
- Assess and recruit targeted agri-tourism companies

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION T</u>
Meeting Date: 07 Jan 2008 Subject: Ecology Contract Memo Date: 03 Jan 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

This is the annual update of the County's contract with Washington Department of Ecology related to redevelopment of the Hanford Site, development of nuclear-related industries in the Tri-City area, and public awareness activities related to Hanford Site issues and developments. Each year the contract is amended because the dollars received by the County usually increases slightly.

In previous years, there has been semi-annual amendment cycles and billing. This year Ecology has modified the amendment to run for the whole 2008 calendar year, rather than just until the end of June. I will be getting the annual report and the invoice to them by the end of January, per their stated wishes.

ATTACHMENTS

- 2008 resolution
- 2008 contract amendment
- 2008 cover sheet from Ecology, for reference
- 2007a resolution and Amendment 18, for reference
- 2007b resolution and Amendment 19, for reference

FISCAL IMPACT

The County will *receive* \$62,570 from Ecology under this contract amendment.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF WASHINGTON DEPARTMENT OF ECOLOGY
CONTRACT #C9300237 – AMENDMENT #20

WHEREAS, Benton County continues to pursue industrial redevelopment and diversification of the Hanford Site, and the development of nuclear-related industries in the region; and,

WHEREAS, the Washington Department of Ecology provides funding for such activities to Benton County through Contract #C9300237; and,

WHEREAS, the Washington Department of Ecology has provided Amendment #20 to the Contract to Benton County for approval; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the terms of Amendment #20 and authorizes the signature of said document.

Dated this _____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

cc: Department of Ecology Contract File
Sustainable Development (LSK & AJF), Treasurer, Auditor, Prosecutor (Ozuna)

Prepared by: A.J. Fyall

AMENDMENT NO. 20 TO ECOLOGY CONTRACT NO. C9300237

PURPOSE: To amend that contract between the Department of Ecology, hereinafter referred to as "Department" and The Benton County Board of Commissioners, hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED that the contract is amended as follows:

The completion date of this contract shall be changed from December 31, 2007 to December 31, 2008.

The total amount of this agreement shall be increased by \$62,570 for the period of January 1, 2008 through December 31, 2008. Total compensation under the original agreement and all subsequent amendments, thereto, shall not exceed \$901,760.

The amendment shall be effective January 1, 2008.

All other terms and conditions of the original contract and any subsequent amendments, thereto, remain in full force and effect.

IN WITNESS WHEREOF: the parties have executed this amendment.

BENTON COUNTY BOARD OF
COMMISSIONERS

DEPARTMENT OF ECOLOGY

CHAIRPERSON

DEPUTY DIRECTOR

MEMBER

MEMBER

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

DATE

916001296
Federal Tax ID Number

Ryan K. Brown
Approved as to form,
Benton County Prosecuting Attorney



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
TTY 711 or 800-833-6388 (For the Speech or Hearing Impaired)

December 19, 2007

Mr. Adam J. Fyall
Community Development Coordinator
Benton County
7122 West Okanogan Place
Kennewick, WA 99336

RE: Contract No. C9300237, Amendment No. 20

Dear Mr. Fyall:

Enclosed are two originals of Amendment No. 20 to the referenced contract. The purpose of this amendment is to increase the contract by \$62,570 for the period of January 1, 2008 through December 31, 2008.

Please have both documents signed and then return both to me. As soon as the appropriate Ecology representative has signed the documents I will forward an original to you for your records.

Please note that for calendar year 2008 Benton County needs to submit only one invoice for a total of \$62,570.

I also want to remind you that the final report of project activities that were accomplished during 2007, and recommendations for further public awareness and/or development of nuclear related industry in the Tri-City area is due on January 31, 2008.

If you have any questions, please call me at (360) 407-7102.

Sincerely,

Mike Garner
Environmental Specialist
Nuclear Waste Program

Enclosures



14100

RESOLUTION 07 022

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF Ecology Contract No C9300237,

WHEREAS, Benton County Continues to pursue the industrial redevelopment of the Hanford site and the development of nuclear related industries in the region; and

WHEREAS, the Department of Ecology provides funding for such activities to Benton County through Contract No.C9300237; and

WHEREAS, Department of Ecology sent Amendment No.18 of the Contract to Benton County; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County COMmissioners, Benton County, Washington, that the Board accepts the terms of Amendment No.18 and authorizes the signature of said document.

Dated this 8 day of Jan, 2007

Leo M. Beueman
Chairman of the Board

Claude K. Olson
Member

May E. Benitz
Member

Attest: Carrie McKenzie
Clerk of the Board

AMENDMENT NO. 18 TO ECOLOGY CONTRACT NO. C9300237

PURPOSE: To amend that contract between the Department of Ecology, hereinafter referred to as "Department" and The Benton County Board of Commissioners, hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED that the contract is amended as follows:

The completion date of this contract shall be changed from December 31, 2006 to June 30, 2007.

The total amount of this agreement shall be increased by \$31,285 for the period of January 1, 2007 through June 30, 2007. Total compensation under the original agreement and all subsequent amendments, thereto, shall not exceed \$807,905.

The amendment shall be effective January 1, 2007.

All other terms and conditions of the original contract and any subsequent amendments, thereto, remain in full force and effect.

IN WITNESS WHEREOF: the parties have executed this amendment.

BENTON COUNTY BOARD OF COMMISSIONERS

DEPARTMENT OF ECOLOGY

Leo M. Boueman
CHAIRPERSON

Polly Johnson
DEPUTY DIRECTOR

Clayton L. Allen
MEMBER

Ma E. Benitez
MEMBER

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

1-8-07 DATE

916001296
Federal Tax ID Number

Ryan K. Brown
Approved as to form,
Benton County Prosecuting Attorney

RESOLUTION *07-481*

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDMENT NO. 19 TO ECOLOGY CONTRACT NO. C9300237

WHEREAS, Benton County continues to pursue the industrial redevelopment of the Hanford site and the development of nuclear related industries in the region; and

WHEREAS, the Department of Ecology provides funding for such activities to Benton County through Contract No. C9300237; and

WHEREAS, Department of Ecology sent Amendment No. 19 of the Contract to Benton County; **NOW, THEREFORE,**

BE IT RESOLVED that the Benton County Commissioners hereby accepts the terms of Amendment No. 19 and authorizes the signature of said document.

Dated this *9* day of *July*, 20*07*

Deo M. Freeman
Chairman of the Board

CLAUDE L. OLIVER - ABSENT
Chairman Pro-Tem

Ma E. Bentley
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: *Came McKenzie*
Clerk of the Board

AMENDMENT NO. 19 TO ECOLOGY CONTRACT NO. C9300237

PURPOSE: To amend that contract between the Department of Ecology, hereinafter referred to as "Department" and The Benton County Board of Commissioners, hereinafter referred to as "Contractor".

IT IS MUTUALLY AGREED that the contract is amended as follows:

The completion date of this contract shall be changed from June 30, 2007 to December 31, 2007.

The total amount of this agreement shall be increased by \$31,285 for the period of July 1, 2007 through December 31, 2007. Total compensation under the original agreement and all subsequent amendments, thereto, shall not exceed \$839,190.

The amendment shall be effective July 1, 2007.

All other terms and conditions of the original contract and any subsequent amendments, thereto, remain in full force and effect.

IN WITNESS WHEREOF: the parties have executed this amendment.

BENTON COUNTY BOARD OF COMMISSIONERS

DEPARTMENT OF ECOLOGY

Leo M. Bauman
CHAIRPERSON

Polly Zehm
DEPUTY DIRECTOR

~~CLAUDE L. OLIVER - ARSEN~~

MEMBER

MaE Benz
MEMBER
7/9/07 DATE

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

916001296

Federal Tax ID Number

Approved as to form,
Benton County Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 07 Jan 2008 Subject: HAB report Memo Date: 03 Jan 2008 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

a.b

SUMMARY & BACKGROUND

Our Hanford Advisory Board representatives Maynard Plahuta and Kenneth Gasper (alternate) will give one of their periodic updates to Commissioners regarding Hanford Site issues and the role of the HAB in shaping decision-making and public input.

Ross B. Dunfee, P.E.
Director / County Engineer
Steven W. Becken
Asst. Director / Asst. Co. Engineer

Benton County

Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

Dave
Area Code 509
Prosser 786-5621
Tri-Cities 736-3084
Ext. 5604
Fax 786-5627
A. J. S.

December 31, 2007

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Improved/Unimproved Right of Way of E. 45th Avenue
Section 18-8-30
CE 1902 VAC

Commissioners:

The Public Hearing for E 45th Avenue Right of Way Vacation was reopened on December 17, 2007.

Engineer II Sue Schuetze and Assistant County Engineer Steve Becken presented information on how the E 45th Right of Way could be vacated and several steps that could be taken.

Vacation petitioner Mr. Katzaroff spoke that he was confused about the request from the City of Kennewick and didn't understand at the November 26, 2007 meeting that the right of way the City was requesting to be kept, was in the section he was requesting be vacated. He also thought that the current Assessor's information presented in the report was incorrect.

Chairman Leo Bowman requested that Public Works meet with Mr. Katzaroff and the City of Kennewick to discuss all the unresolved issues.

The report from December 17, 2007 was made a part of the public hearing.

Commission Chairman Leo Bowman continued the Public Hearing until January 7, 2009.

Assistant County Engineer Steve Becken and Engineer II Sue Schuetze from Benton County Public Works, and City of Kennewick Public Works Director Peter Beaudry, Parks and City of Kennewick Recreation Director Russ Burtner met with the Mr. Katzaroff on December 18, 2007. They discussed five possible decisions the Commissioners could take in regards to the property purchased in fee.

1. Vacate all the right of way except for 30' that is needed for the existing county road right of way. Enter into negotiations with Mr. Katzaroff to sell the property that has been vacated. The Board would need to establish a minimum value on the land, which they could do utilizing the assessed value as determined by the County Assessor or have Mr. Katzaroff employ an appraiser to determine fair market value. Mr. Katzaroff would need to have this parcel attached to his existing parcel of land through a boundary line adjustment and he would also be responsible for this expense.
 - PRO: Mr. Katzaroff liked this EXCEPT he does not want to pay for a new assessment nor did he like the Assessor's value of the land.
 - CON: The City of Kennewick did not like this, as they would lose their future road right of way. This proposed road has been designated as a minor collector and is on the books to be built by the City of Kennewick. The City would end up paying much more for the right of way in the future.

2. Vacate the red right of way. Enter into negotiations with Mr. Katzaroff to sell the property that has been vacated. The Board would need to establish a minimum value on the land, which they could do utilizing the assessed value as determined by the County Assessor or have Mr. Katzaroff employ an appraiser to determine fair market value. Mr. Katzaroff would need to have this parcel attached to his existing parcel of land through a boundary line adjustment and he would also be responsible for this expense. Then lease the green strip to Mr. Katzaroff. Benton County currently has a similar lease with another landowner in the Plymouth area for \$100 per year.
 - PRO: Mr. Katzaroff liked a portion of the idea. \$100 a year would be cheaper for him than the purchase cost. He doesn't intend to place anything permanent on the property. The City of Kennewick liked this idea, as they would retain the right of way for future use. The \$100 the County would collect for the lease would be almost the same amount as taxes due on this property, if Mr. Katzaroff had purchased it.
 - CON: When future taxes are raised the County would not be collecting those additional funds. Mr. Katzaroff does not agree with the purchase price. He also thinks that paying for a land assessment is going to be more than what he thinks the property is actually worth.

3. Vacate all the right of way except for 30' that is needed for the existing county road right of way. Sell the remainder to Mr. Katzaroff. Mr. Katzaroff would either need to pay for a new assessment, as he was not satisfied with the current value assessed by Benton County, or negotiate a purchase price. The quit claim deed would need to have several provisions:

- Nothing could be permanently built on the 70' strip of right of way requested by the City of Kennewick.
 - The City of Kennewick could purchase any of the right of way back from any future landowner, at the same price per acre that Mr. Katzaroff paid for it now.
4. Lease Mr. Katzaroff the right of way. (The red and the green – minus existing pavement) We currently have a similar situation right of way leased in the Plymouth area for \$100.00 per year. The landowner must also have the County added to their liability insurance as an additional insured. The Board would need to determine the amount of the annual lease. \$100.00 may or may not be a fair lease amount given the difference in land values between Kennewick and Plymouth.
- PRO: Mr. Katzaroff liked this idea. He would not have to have an assessment done, nor would he be out the purchase cost. The City of Kennewick liked this idea.
 - CON: When future taxes are raised the County would not be collecting those additional funds
5. Deny the vacation request and retain all of the right of way.

Sincerely,



Ross B. Dunfee, County Engineer
/Public Works Director



Sue Schuetze
Engineer II

9:55

RECEIVED

Benton County District Court

JAN 03 2008
BENTON COUNTY
COMMISSIONERS

7122 W. Okanogan Place, Building A
Kennewick, WA 99336
509-735-8476

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

December 31, 2007

David Sparks
Benton County Administrator
7122 W. Okanogan Bldg A
Kennewick, WA 99336

Re: Judicial Position

District Court would like to have available an additional elected judicial position. To be able to proceed with the legislature on this issue it is necessary to have the support of our County Commissioners.

SICK VACATION

Currently we have three elected judges and two court commissioners, the yearly salary for our judges is currently \$134,232 per year and the salary for a court commissioner is 90% of the judges salary, \$120,808, benefits for judges and commissioners are the same. The job duties are the same for both judges and commissioners both hear the same types of cases and have comparable dockets and court time. The judges and commissioners are on rotation to be on call when the court is closed this ensures that a judge is available for law enforcement 24 hours a day. Elected Judges act as presiding judge for a two-year term and this rotates between the judges.

In 2005 legislation passed SB5454, which established a Trial court improvement fund. For each elected judge our county receives funding from the state, this year we received \$67,681 as you can see this state funding is far more than the difference between the salary of a commissioner and judge

\$ PER JUDGE
\$25,000

and the state anticipates this fund to increase through 2009. We feel the additional funding we would receive from the state would be a benefit to our county. This fund is not only for District court but also Superior court and the county commissioners have final approval on the spending of this fund. This year we used the trial court improvement fund to hire an attorney. Her job was to research and apply for state funding for court interpreters and we were selected to be one of the counties to receive the funding.

We anticipate one of our court commissioners will retire in the next one or two years and we would like the ability to replace that commissioner with an elected judge. Let me stress **we are not requesting this to add a position, only to replace.**

Jacki Lahtinen
Administrator

cc: Max Benitz, Leo Bowman, Claude Oliver



The EMPIRICAL Company

A Division of The ELiCiT Corporation

10:05
RECEIVED
JAN 04 2008

BENTON COUNTY
COMMISSIONERS

3 January 2008

2631-1

Mr. Roy T. Rogers, Facilities Manager
COUNTY OF BENTON
7122 West Okanogan Place
Kennewick, Washington 99336

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

SUBJECT: LETTER RESPONSE TO NEWS PAPER ARTICLES

Mr. Rogers:

I have read with great interest the newspaper articles in the Tri-City Herald dated Tuesday January 1st and Thursday January 3rd 2008 as well as the article in the Yakima Herald dated Thursday January 3rd, 2008. I wanted to take the liberty to make some observations of statements or conclusions that appear in the above mentioned newspapers.

Interpreting the large volume of data that was generated during the several week study is a daunting task at best, however the report should be interpreted as a whole and not to be interpreted as individual sections. Even after many years as a consultant in the Indoor Air Quality arena, and after years of specialized training from PhD level mycologists and leaders in academia, I still spend many hours reviewing site specific data to arrive at meaningful conclusions that fit both the data gathered and the visual observations of the subject facility.

What should be reviewed and understood by the general public and those with limited knowledge or experience is the "Conclusions" and "Recommendations for Treatment" sections of the report. Both of these sections in the report detail the findings of the data and give specific guidance for reconciling shortcomings with that facility.

The report strived to convey several factors that when coupled together may contribute to poor indoor air quality. Specifically these factors are that the fresh air dampers for the Assessors Office and Building Department are mostly closed therefore providing a minimal amount of fresh air. This situation is also likely the cause of Carbon Dioxide not being able to be diffused as well as it should be. It should be noted that the levels identified during the survey were below

The Empirical Company
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County of Benton Annex Building
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the 1000ppm level recommended by ASHRAE and well below the OSHA (Legally enforceable) regulatory level of 5000ppm. The report also visually identified dirt dust and possible mold colonization within the HVAC duct system. It should be noted that the amount identified is relatively small. Air samples confirm that several types of mold have colonized certain areas of the duct. It is important to recognize that the actual levels identified in the lab data are relatively insignificant and generally only support that specific types of mold are present. It, in of itself, should not be used as a measure of a health hazard rating.

The report suggests several steps, which if undertaken, in its entirety should provide for significantly improved air quality within the ANNEX building. Specifically the report suggests that that the Carbon Dioxide sensors on the roof top HVAC units be repaired. Ideally the sensors would be relocated to the occupied areas of the ANNEX. At the same time, this action should allow the actuated air dampers to become operational and therefore allow for a greater volume of fresh air to enter the system. However the set point of the actuator may need to be set lower (500 to 600ppm) to allow for the system to operate optimally from an IAQ perspective. The report also indicates that certain duct branches should at a minimum be cleaned. However the best action would be to remove the existing duct work and replace with new. Lastly, the report suggests that the system be modified in a manner that would allow an increase of relative humidity in the 30 to 50 percent range.

To summarize, certain aspects of the air quality within the ANNEX could be improved with modifications to existing systems, however based on visual and mechanical observations and laboratory data it is the opinion of The Empirical Company that the building is suitable for occupancy by County employees and the general public assuming individuals do not already have a predisposition to conditions stated above or otherwise e considered to be immunocompromised.

I trust the above information helps clarify the findings of the report. If you have questions concerning the findings or need further clarifications, please feel free to contact me at (509) 378-0440.

Sincerely,

The Empirical Company



Edward S. DeLorme, OHST

Industrial Hygienist

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