

January 12 , 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
January 5, 2009, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Mike Shuttleworth, Planning Manager; Public Works Director Ross Dunfee; Ed Thornbrugh, Human Services; Treasurer Duane Davidson; Central Services Randy Reid; DPA Ryan Brown; and Personnel Manager Melina Wenner.

Approval of Minutes

The Minutes of December 15, 2008 were approved as corrected.

Review Agenda

Consent agenda item "cc" was pulled.

Consent Agenda

MOTION: Commissioner Bowman moved to approve the consent agenda items "a" through "dd", pulling "cc". Commissioner Beaver seconded and upon vote, the Board approved the following:

Auditor

- a. Cancellation of Unclaimed Warrants

Central Services

- b. Computer Equipment & Software Purchasing Through Technology Brokering Services

Clerk

- c. Personal Services Agreement w/M Dolven for Family Law Facilitator Services

Commissioners

- d. Approving Architectural Services for Canine Animal Control Facility
- e. Reappointment of J Hug to Mid Columbia Library Board of Trustees

- f. Appointment of R Bricker to the Kiona Irrigation District
- District Court
- g. Interagency Agreement w/St of WA, Administrative Office of the Courts
- Human Services
- h. Building Lease Extension w/McCausland/Sonju J/V
 - i. Reappointments to BF Counties' Substance Abuse Administrative Board
 - j. Appointments to BF Mental Health Advisory Board
 - k. Reappointments to BF Developmental Disabilities Advisory Board
 - l. Janitorial Services Agreement w/Three Brothers Cleaning Service
 - m. Developmental Disabilities Services Agreement w/Ambitions of Washington, Inc.
 - n. Travel Expense Reimbursement
- Juvenile
- o. Criminal Defense Professional Services Agreement w/Laurie Magan
 - p. Criminal Defense Professional Services Agreement w/D Stovern
- Office of Public Defense
- q. Misdemeanor Personal Service Agreement w/A Salinas
- Planning
- r. Travel Expense Reimbursements
- Prosecuting Attorney
- s. Process Service Contract w/Inter-City Legal Processing & Messenger Service
 - t. Bi County Process Srvc Contract w/Inter-City Legal Processing & Messenger Service
- Road/Engineer
- u. Travel Expense Reimbursements
 - v. Authorization for Public Hearing for Roza Heights Water Association Franchise Application
 - w. Interlocal Agreement w/City of Kennewick for Bituminous Surface Treatment
 - x. Interlocal Agreement w/City of Richland for the Overlay Queensgate Drive
- Sheriff
- y. Authorization to Purchase Jackets for Patrol Deputies
 - z. 2008 Line Item Transfer, Dept. 120 to Dept. 125
 - aa. 2008 Line Item Transfer, Dept. 120 to Dept. 121
 - bb. Salary Requests – 2 Lateral Deputies
- Treasurer
- dd. Authorization to Purchase Equipment

Chairman Benitz welcomed Commissioner James Beaver to the Board. Commissioner Beaver said he was excited to be on the Board and looked forward to good things. Commissioner Bowman also welcomed Commissioner Beaver to Benton County.

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

Other Business

District Court Judge Appointment/Other Workshop Items

The Board agreed to have Mr. Sparks bring back a recommendation for the District Court Judge appointment process and a list of priorities for workshop discussions.

Commissioner Committee Assignments

The Board reviewed the resolution authorizing the appointment of committee assignments and the following Board assignments:

Emergency Services Board

Chairman Benitz said he was still interested in creating a “stand-alone” agency and wanted to workshop the issue. Commissioner Bowman agreed it should be a stand-alone agency but wanted to see a pathway developed to ensure it was the right thing to do. Commissioner Beaver also agreed that a workshop was a good idea and requested staff provide some other models to look at if they were available.

RSN Board

Chairman Benitz discussed his concern about a possible state reduction of \$70,000 a month and his concern about who made decisions on the Greater Columbia Behavioral Health Board. He said he would like to see an elected official sit on the Board to provide input for funding and necessary services and wanted to work with Franklin County and Human Services in putting together a workshop. The Board agreed.

MOTION: Commissioner Bowman moved to approve the resolution authorizing the organization of the Benton County Commissioners for 2009. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:35 a.m.

Hanford Communities Annual Report

Pam Larsen, Hanford Communities gave her annual report on 2008 activities for Hanford Communities. She stated that Hanford was shorted approximately \$400 million dollars and so she was having a hard time predicting what would happen due to the budget shortfall. However, she said they remained hopeful that the stimulus package would provide funding. Ms. Larsen specifically discussed the following issues:

- Ecology Contract
- Hanford Communities Tour in June
- Annual Meeting w/Congressman Hastings
- Meetings w/Site Managers

- Briefings on Current Hanford Topics: Status of TPA Negotiations; Waste Treatment Plant; Plutonium shipments; Groundwater Cleanup; Briefings on K-Basin cleanup
- SST tank retrievals; PUREX tunnels; workshops w/Hanford Advisory Board
- Advocacy for issues of local concerns: preservation of Rattlesnake communication towers; Heritage tourism and B Reactor preservation
- Coordination w/State
- Meeting w/Yakama Nation to learn about lawsuit
- Update of Hanford Land Use Plan
- Advocacy w/Congress and DOE
- Other Responsibilities: emergency response, preservation of use permit, outreach to high schools, and partnered with TRIDEC and GNEP
- Priorities for 2009

Hanford Advisory Board Status Briefing

Ken Gasper and Maynard Plahuta briefed the Board on Hanford Advisory Board activities and discussed the following Board priorities:

- EIS on tank waste management and closure
- Sitewide permit under which all contractors operate
- Assist with public communication and getting that communication to the Board

Additionally, it was stated the tank waste system plan was received, however, it appeared to be outdated and the Hanford Advisory Board had requested it be updated annually and be provided to the public.

Commissioner Bowman requested they restart the quarterly breakfasts for updates with the managers and other contractors.

Private Road Name Change

Mike Shuttleworth presented a name change request submitted by Ron Emick to change a private access easement to Quail Run, Horizon Court, or Adamo View Way. He said that all requirements had been met and the Planning Department was in agreement with the name change.

MOTION: Commissioner Bowman moved to approve the resolution authorizing the name change from S. 1762 PR SW to Quail Run PR SW, with the listed conditions. Commissioner Beaver seconded and upon vote, the motion carried.

Vouchers

Check Date: 12/15/2008

Warrant #: 221384-221627

Total all funds: \$108,143.49

Check Date: 12/15/2008
Taxes # 10108124-10108125
Total all funds: \$35,514.79

Check Date: 12/19/2008
Warrant #: 913747-914024
Total all funds: \$922,037.66

Check Date: 12/31/2008
Warrant #: 914238-914333
Total all funds: \$2,053.64

Check Date: 12/31/2008
Warrant #: 914341-914667
Total all funds: \$1,792,954.02

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

Resolutions

- 09-001 Cancellation of Unclaimed Warrants
- 09-002 Computer Equipment & Software Purchasing Through Technology Brokering Services
- 09-003 Personal Services Agreement w/M Dolven for Family Law Facilitator Services
- 09-004 Approving Architectural Services for Canine Animal Control Facility
- 09-005 Reappointment of J Hug to Mid Columbia Library Board of Trustees
- 09-006 Appointment of R Bricker to the Kiona Irrigation District
- 09-007 Interagency Agreement w/St of WA, Administrative Office of the Courts
- 09-008 Building Lease Extension w/McCausland/Sonju J/V
- 09-009 Reappointments to BF Counties' Substance Abuse Administrative Board
- 09-010 Appointments to BF Mental Health Advisory Board
- 09-011 Reappointments to BF Developmental Disabilities Advisory Board
- 09-012 Janitorial Services Agreement w/Three Brothers Cleaning Service
- 09-013 Developmental Disabilities Services Agreement w/Ambitions of Washington, Inc.
- 09-014 Criminal Defense Professional Services Agreement w/Laurie Magan
- 09-015 Criminal Defense Professional Services Agreement w/D Stovern
- 09-016 Misdemeanor Personal Service Agreement w/A Salinas
- 09-017 Process Service Contract w/Inter-City Legal Processing & Messenger Service
- 09-018 Bi-County Process Srvc Contract w/Inter-City Legal Processing & Messenger Service
- 09-019 Authorization for Public Hearing for Roza Heights Water Association Franchise Application
- 09-020 Interlocal Agreement w/City of Kennewick for Bituminous Surface Treatment
- 09-021 Interlocal Agreement w/City of Richland for the Overlay Queensgate Drive
- 09-022 Authorization to Purchase Jackets for Patrol Deputies
- 09-023 2008 Line Item Transfer, Dept. 120 to Dept. 125

- 09-024 2008 Line Item Transfer, Dept. 120 to Dept. 121
- 09-025 Authorization to Purchase Equipment
- 09-026 Organization of Benton County Commissioners for 2009
- 09-027 Naming of Private Roads, File No. PR 08-01A

There being no further business before the Board, the meeting adjourned at approximately 10:17 a.m.

Clerk of the Board

Chairman

A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY CHAIRMAN TO SIGN THE AGREEMENT BETWEEN THE BENTON COUNTY ASSESSOR AND RANDALL C SCOTT (APPRAISER) FOR THE PURPOSE OF PROVIDING EXPERT ADVICE, APPRAISAL, AND TESTIMONY REGARDING THE VALUATION OF PROSSER APARTMENTS, A PROPERTY LOCATED IN PROSSER, WA FOR TAX PURPOSES FOR ASSESSMENT YEAR 2007.

WHEREAS, it is in the best interest of the citizens and the County to allow the Benton County Chairman the authorization to sign the Agreement between the Benton County Assessor and Randall C Scott; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Benton County Chairman, to sign the attached hereto Agreement between the Benton County Assessor and Randall C Scott (Appraiser) for the purpose of providing expert advice, appraisal, and testimony regarding valuation of Prosser Apartments, a property located in Prosser, WA for tax purposes for assessment year 2007.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

EXPERT WITNESS AGREEMENT

An agreement is hereby made between the Benton County Assessor ("County") whose address is P.O. Box 902, Prosser, WA 99350, and Randall C. Scott ("Appraiser") whose business address is 1980 - 112th Avenue NE, Suite 100, Bellevue, WA 98004, for the purpose of providing expert advice and appraisal services regarding the valuation of Prosser Apartments, a property located in Prosser, WA for tax purposes for assessment years 2007.

I. SCOPE OF SERVICES

A. The purpose of this Agreement is to procure the services of Appraiser in relation to the case of *Prosser Apartment Associates v. Barbara Wagner Benton County Assessor*, a real property tax appeal filed with the Washington State Board of Tax Appeals and identified as Docket Number 07-450.

B. Appraiser agrees to provide conclusions on valuation, including a formal written review appraisal, review and critique of the written appraisals prepared by both parties, critique and evaluation of the oral and written opinions and conclusions of experts retained by Prosser Apartment Associates using *ad valorem* generally accepted methodologies of Prosser Apartment Associates property for the assessment year 2007.

C. Appraiser agrees to testify as an expert witness on behalf of the County in any administrative proceeding involving the real property which is the subject matter of the lawsuit referenced in Section I. A. Such services shall include such reasonable time as may be required for inspection of the property, updating the Appraiser's evaluation, participation in prehearing conferences with counsel for the County, and testifying in the administrative proceeding. The compensation for such services shall be determined in accordance with Section III of this agreement.

D. Appraiser shall provide services for the County as an independent professional. Payment to Appraiser is not dependent upon the findings which Appraiser renders, nor on the outcome of any legal action, mediation, or any contractual arrangement between the County and any other person or party.

E. County will not provide services or facilities to Appraiser as part of this Agreement.

F. Appraiser and County understand that any future need or request of (County) for expert appraisal or expert witness defending the arrived at value will be a separate agreement for fees.

II. TIME FRAME OF PERFORMANCE

Performance of this Agreement shall begin on the date of execution of this Agreement by both parties and the services provided pursuant to Section I shall continue through trial which is currently scheduled to begin on Tuesday, January 20, 2009, at 10:00 a.m., unless this Agreement is terminated earlier pursuant to Sections IV or IX.

III. COMPENSATION

A. In consideration of services rendered pursuant to this Agreement, Benton County agrees to compensate Appraiser at an hourly rate of \$125.00 per hour for all tasks performed under this Agreement, included but not limited to analysis, calculations, conclusions, preparation of reports, and necessary travel time. The Appraiser's fees shall not exceed \$5,000.00, unless prior authorization is obtained from the County.

B. Appraiser will provide his own automobile insurance, and County will in no way, be financially responsible for accidents or mishaps that occur.

IV. TERMINATION

A. Appraiser understands that Benton County, as a public agency, is dependent upon public funding and that actions of legislative bodies may preclude funding this Agreement through the anticipated completion date stated in Section II. Should such a contingency occur, the parties agree that County may set a new completion date or terminate this Agreement immediately in writing, and that Appraiser will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised completion date.

B. In addition to the provisions of paragraph A of this section, and Section IX, either party may terminate this Agreement for failure of the other party to perform any of the services, duties or conditions recited in this Agreement after giving thirty (30) days written notice to the other party, EXCEPT THAT Appraiser shall be obligated to provide to the County all documentation, reports, opinions, and conclusions regarding the work completed for the County up to any termination of services.

C. Regardless of any termination of this Agreement, Appraiser remains subject to Section IX relating to retention of and access to records, which will remain in effect for three (3) years following termination.

V. ASSIGNMENT AND SUBCONTRACTING

The parties agree that there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, without the consent of both parties in writing. Except as provided in Section III above, no services required under this Agreement may be performed under subcontract unless both parties agree in writing.

VI. COMPLIANCE WITH LAWS

Appraiser shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

VII. VENUE AND JURISDICTION

A. In the event of litigation concerning this Agreement, venue shall be in Benton County, Washington in any court of competent jurisdiction.

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

VIII. MODIFICATIONS AND PREVIOUS AGREEMENTS

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party that are not contained in this written Agreement are valid and binding. This Agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement is valid or binding upon either party.

IX. AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

Appraiser agrees to maintain records of the activities covered by this Agreement for a period of six (6) years, and to allow access to them by County and the Washington State Auditor as may be necessary for audit purposes in determining compliance with the terms of this Agreement. Notwithstanding the provisions of Section IV, this Agreement may be terminated immediately upon any refusal of Appraiser to allow access to records referred to above.

X. SEVERABILITY

If any term or provision of this contract is held by the courts to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XI. INDEPENDENT CONTRACTOR STATUS; WORKERS COMPENSATION

A. Appraiser services shall be furnished as an independent contractor and not as an agent, employee, or servant of Benton County. Appraiser specifically has the right to direct and control his own activities in providing the agreed services in accordance with the specifications of this Agreement.

B. Appraiser acknowledges that the entire compensation for this Agreement is set forth in Section III of this Agreement and agrees that he is not entitled to any County benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other benefits, fringe benefits or any other rights and privileges afforded to County employees.

C. Appraiser shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Appraiser shall be or be deemed to be or act or purport to act as an employee, agent, or representative of Benton County.

D. Appraiser shall pay for all required taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Agreement.

XII. CONFIDENTIALITY

It is understood between the parties that because this Agreement involves litigation, the normal rules protecting confidentiality in litigation, including the attorney-client privilege and work product doctrine, are applicable. Appraiser will perform his services under the guidance of County attorneys in such a way as to avoid a waiver of the Confidentiality Agreement attached hereto as Appendix A and which is incorporated herein by this reference. It is further agreed that any subcontractor employed by Appraiser for purposes of providing services under this Agreement shall abide by said Confidentiality Agreement.

XIII. LIAISONS

Benton County's liaisons to Appraiser for purposes of this Agreement is Kathleen B. Galioto, Senior Deputy Prosecuting Attorney, Benton County Prosecutor's Office, 7122 W. Okanogan Place, Kennewick, WA 99336; Telephone: 509-735-3591, and Tony Hillerman, Benton County Assessor's Office, P.O. Box 902, Prosser, WA 99350 ; Telephone: 509-786-2046, or their successors. Appraiser will consult with the liaisons to keep apprised of the status of the case.

XIV. PATENT/COPYRIGHT INFRINGEMENT

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

XV. EXECUTION

This Agreement, including Appendix A, consists of 9 pages. Three originals of this Agreement will be executed, one to be filed with the Benton County Auditor.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

APPRAISER

By: Randall C. Scott

Randall C. Scott
Date: 21 NOV 2008

BENTON COUNTY ASSESSOR

By: Barbara Wagner

Barbara Wagner
Date: 12-4-08

Approved As to Form
By: Kathleen Fitzgerald

Kathleen will sign the
originals on 1/8/2009

Deputy, Benton County PA

Date: _____

BENTON COUNTY BOARD OF
COMMISSIONERS

By: Max Benitz, Chairman

Date:

APPENDIX A

CONFIDENTIALITY AGREEMENT

As a condition of working in conjunction with Benton County, Washington on the review of the valuation of Prosser Apartment Associates for assessment year 2007, it is agreed as follows:

1. I have not in the past, am not currently, and have no present intention or plan in the future, to provide services for Prosser Apartment Associates, any related company, or any of its consultants, contractors, or attorneys.

2. I agree not to accept any work for Prosser Apartment Associates, any related company, its contractors or consultants within one year of the termination of this Agreement with Benton County, Washington without prior written consent of Benton County, Washington. Such consent shall not be unreasonably withheld.

3. I agree to treat all documents and information generated, received, or reviewed as a part of this project as confidential, and I agree not to disclose such documents and information to third parties without the prior written consent of Benton County, Washington.

4. I have read and agree to abide by, to the extent practical, the "GUIDELINES FOR EXPERT CONSULTANTS/WITNESSES" and "GUIDELINES FOR PRIVILEGED AND/OR CONFIDENTIAL DOCUMENTS" that are attached hereto.

GUIDELINES FOR EXPERT/CONSULTANT WITNESSES

The following presents useful and practical guidelines for individuals who may serve as expert consultants and/or witnesses for Benton County regarding the review of the valuation of Prosser Apartment Associates for assessment year 2007:

1. Assume every document that you generate, receive, or review must be disclosed to the opposing party.
2. Confine your note taking to objective facts.
3. Do not needlessly annotate, underscore, or highlight materials reviewed.
4. Do not record your preliminary opinions.
5. Do not offer gratuitous opinions.
6. Only offer an opinion if there is an adequate basis to support it.
7. Prepare reports only as requested.
8. Do not discuss the case or your work in the presence of third parties.
9. Do not provide information or documents to third parties.
10. Refer all inquiries by the press to Kathleen Galioto at (509) 735-3591.
11. Refer all inquiries by Prosser Apartment Associates, consultants, or other representatives to Kathleen Galioto at (509) 735-3591.

GUIDELINES FOR PRIVILEGED AND/OR CONFIDENTIAL DOCUMENTS

The following presents useful and practical guidelines for the preservation of claims of privilege and/or confidentiality for documents:

1. Clearly mark all appropriate documents as privileged or confidential.
2. Do not indiscriminately copy and circulate such documents.
3. Segregate such documents from other documents.
4. Restrict access to all such documents.
5. Do not disclose such documents to third parties.
6. Do not discuss the substance of such documents in the presence of third parties.
7. Do not include such documents in files that are available for public review.
8. Review all documents to remove such documents before providing discovery to the opposing party unless otherwise instructed by County attorneys.

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. 08-635

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 \$.55 per mile;

NOW, THEREFORE,

BE IT RESOLVED that effective January 1, 2009 the reimbursement rate for mileage shall be decreased to \$.55 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. 08-635 is hereby rescinded.

Dated this day of, 2009.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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 \$0.55 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.

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Reimbursement Rates for Lodging, Meals and Private Vehicle Mileage

For the Continental USA - 48 Contiguous States and the District of Columbia

Rates January 1, 2009	Notes																														
<p>Maximum Allowable Lodging Rates (see notes for tax treatment)</p> <p>Non High-Cost Locations (In State and Out of State)</p> <ul style="list-style-type: none"> • Maximum rate = \$70/ night plus tax • Exception to maximum rate = \$163.50 / day $\{(70+39) \times 150\%$ <p>High-Cost Locations = For rates for individual high cost locations in the Continental USA, refer to the U.S. General Services Administration website at: www.gsa.gov.</p> <p>Seasonal Lodging Rates = For out of state locations, refer to the U.S. General Services Administration website at: www.gsa.gov. For seasonal rate information for Washington State locations, refer to the state Per Diem Rates map on the OFM Administrative and Accounting Resources website at: http://www.ofm.wa.gov/resources/travel.asp.</p>	<p>The reference for the maximum lodging rates is on the U.S. General Services Administration website at: www.gsa.gov. Select U.S. Per Diem Rates by Location (Continental USA) to view rates for the contiguous 48 states (amounts shown are before adding applicable state and local taxes to the reimbursement rates) or <u>Foreign Per Diem Rates</u> (taxes included) to view rates for Alaska, Hawaii, and U.S. possessions.</p>																														
<p>Meal Rates (including taxes and tips and incidental expenses)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 15%; text-align: center;"><u>Non High-Cost Locations</u></th> <th style="width: 15%; text-align: center;"><u>High-Cost Locations</u></th> <th style="width: 15%;"></th> <th style="width: 15%;"></th> <th style="width: 15%;"></th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">\$10.00</td> <td style="text-align: center;">\$11.00</td> <td style="text-align: center;">\$12.00</td> <td style="text-align: center;">\$14.00</td> <td style="text-align: center;">\$15.00</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">12.00</td> <td style="text-align: center;">13.00</td> <td style="text-align: center;">15.00</td> <td style="text-align: center;">16.00</td> <td style="text-align: center;">18.00</td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;"><u>17.00</u></td> <td style="text-align: center;"><u>20.00</u></td> <td style="text-align: center;"><u>22.00</u></td> <td style="text-align: center;"><u>24.00</u></td> <td style="text-align: center;"><u>26.00</u></td> </tr> <tr> <td>Totals</td> <td style="text-align: center;"><u>\$39.00</u></td> <td style="text-align: center;"><u>\$44.00</u></td> <td style="text-align: center;"><u>\$49.00</u></td> <td style="text-align: center;"><u>\$54.00</u></td> <td style="text-align: center;"><u>\$59.00</u></td> </tr> </tbody> </table> <p>Non High-Cost Per Diem Rate</p> <ul style="list-style-type: none"> • Daily rate = \$ 109.00 / day = Non high-cost lodging rate (\$70) + Non high-cost meals rate (\$39) • Hourly rate = \$109.00 / 24 hours = \$4.54 per hour 		<u>Non High-Cost Locations</u>	<u>High-Cost Locations</u>				Breakfast	\$10.00	\$11.00	\$12.00	\$14.00	\$15.00	Lunch	12.00	13.00	15.00	16.00	18.00	Dinner	<u>17.00</u>	<u>20.00</u>	<u>22.00</u>	<u>24.00</u>	<u>26.00</u>	Totals	<u>\$39.00</u>	<u>\$44.00</u>	<u>\$49.00</u>	<u>\$54.00</u>	<u>\$59.00</u>	<p>To determine which high cost meal rate applies for a specific high cost location in the Continental USA, refer to the U.S. General Services Administration website at: www.gsa.gov. (Meal rates will be referred to as <u>subsistence rates</u>.) When calculating the meal breakdown for high cost meal locations in the Continental USA or Foreign Locations not listed in the table to the left, use the percentages in Subsection 10.40.10.c.</p> <p>Certain types of boards and commissions use both daily and hourly rates (Section 10.70). Also, the hourly rate is used when an employee is authorized to use a privately owned travel trailer or camper (Subsection 10.30.70).</p> <p>Source: IRS Revenue Procedure 2008-72.</p> <p>Source: Federal Register Vol. 70, No. 23 Feb. 4, 2005. Nautical mile information can be found on several websites including: www.airnav.com/airports/</p> <p>Source: Federal Register Vol. 70, No. 23 Feb. 4, 2005.</p>
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<p>Privately Owned Vehicle (POV) Mileage Rate = \$.55/ mile</p> <p>Privately Owned Aircraft Mileage Rate = \$1.07 / nautical mile</p> <p>Privately Owned Motorcycle Mileage Rate = \$.305 / mile</p>																															

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AGENDA ITEM: MTG. DATE: January 12, 2009 MEMO. DATE: January 6, 2009 SUBJECT: Short Plat Vacation - SPV 07-06, Eric Elmgren Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On October 29, 2007, the Board held a public hearing and approved the vacation of the easements, described in attachment A. The Board on the applicant conditioned this vacation providing new ten-foot utility easements; ten-foot irrigation easements, a forty-foot private road easement and a 50-foot radius turn around easement. The locations of the utility easements were to be approved by Benton P.U.D. and Verizon Telephone. The location of the irrigation easements was to be approved by Columbia Irrigation District. The applicant provided the Benton County Planning Department with a copy of the approvals and recorded document, prior to the signing of the resolution by the Board of County Commissioners.

The applicant has fulfilled the conditions of approval and the Planning Department now submits the resolution for the Board's signature.

SUMMARY

On October 29, 2007 the Board of County Commissioners approved the Short Plat Vacation - SPV 07-06 with conditions. The conditions have been completed and the resolution is now ready for signature by the Board.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners sign the resolution approving the vacation of the easements noted in Attachment A.

MOTION

No motion is needed the Board only needs to sign the resolution.

ATTACHMENT A

1. An irrigation easement defined as the East 10.00 feet of the South 103.55 feet of Lot 2, Short Plat 2689, and the East 10.00 feet of Lot 3 of said Short Plat 2689. Except any portion contained in the recording under Auditor's Fee Number 90-20574.
2. An access easement defined as the West 20.00 feet of the East 35.00 feet of the South 103.55 feet of Lot 2, Short Plat 2689, West 20.00 feet of the East 35.00 feet of Lot 3 of said Short Plat 2689 and a 50.00 foot radius cul de sac located in Lots 3 and 4 of said Short Plat 2689. The radius point of said cul de sac being located on the North line of said Lot 4, 40.00 feet East of the Northeast corner of said Lot 4 as measured along said North line.
3. A utility easement defined as the West 10.00 feet of the East 45.00 feet of the South 103.55 feet of Lot 2, Short Plat 2689, West 10.00 feet of the East 45.00 feet of Lot 3 of said Short Plat 2689 and a 10.00 foot wide utility easement around the cul de sac defined in No. 2 above.
4. A utility easement defined as the West 10.00 feet of Short Plat 2981. Except any portion contained in the recording under Auditor's Fee Number 85-13893 and Auditor's Fee Number 87-11873 and any portion contained within the North 10.00 feet of Lot 3 of said Short Plat.
5. An access easement defined as the 30.00 foot wide private road as shown in Short Plat 2981 lying within the West 40.00 feet of Lot 4 of said Short Plat and within the West 45 feet of Lots 2 and 3 of said Short Plat and a 50.00 foot radius cul de sac within Lots 1 and 2 of said Short Plat 2981. The radius point of said cul de sac being located on the North line of said Lot 1, 40.00 feet West of the Northwest corner of said Lot 1 as measured along said North line.
6. A 10.00 foot wide irrigation easement lying adjacent the East line of the above described access easement in Lots 2, 3 and 4 of said Short Plat 2981. Except any portion contained in the recording under Auditor's Fee Number 87-11873.

All of the above easements are located in Section 17, Township 8 North, Range 30 East, W.M. and are depicted on Short Plat 2689 and Short Plat 2981, located in Volume 1 of Short Plats, Pages 2689 and 2981 respectively, records of the Benton County Auditor.

Return To:
Benton County Planning Dept.
Planning Annex
P.O. Box 910
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF: 20' ACCESS EASEMENT, 10' UTILITY EASEMENT, 10' IRRIGATION EASEMENT AND 50' FOOT RADIUS TURNAROUND EASEMENT ON SHORT PLAT 2689; AND A 30' PRIVATE ROAD EASEMENT, 10' UTILITY EASEMENT, 10' IRRIGATION EASEMENT AND A 50' RADIUS TURNAROUND EASEMENT ON SHORT PLAT 2981. APPLICANT: ERIK ELMGREN, PARCEL NUMBERS 1-1780-301-2689-002, 1-1780-301-2689-003, 1-1780-301-2689-004, 1-1780-301-2981-001, 1-1780-301-2981-002, 1-1780-301-2981-003, 1-1780-301-2981-004. SPV07-06

WHEREAS, the Board of County Commissioners did conduct a public hearing on Monday, October 29, 2007 at 9:05 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by this easement; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agreed with the summary report from the Benton County Planning Department, retained in File No. SPV 07-06; and,

WHEREAS, it further appears that the vacation of the above mentioned easements would not unduly jeopardize the health, safety, welfare and public good; NOW THEREFORE,

BE IT RESOLVED, that the following described easements are hereby vacated:

1. The irrigation easement defined as the East 10.00 feet of the South 103.55 feet of Lot 2, Short Plat 2689, and the East 10.00 feet of Lot 3 of said Short Plat 2689. Except any portion contained in the recording under Auditor's Fee Number 90-20574.

2. The access easement defined as the West 20.00 feet of the East 35.00 feet of the South 103.55 feet of Lot 2, Short Plat 2689, West 20.00 feet of the East 35.00 feet of Lot 3 of said Short Plat 2689 and a 50.00 foot radius cul de sac located in Lots 3 and 4 of said Short Plat 2689. The radius point of said cul de sac being located on the North line of said Lot 4, 40.00 feet East of the Northeast corner of said Lot 4 as measured along said North line.
3. The utility easement defined as the West 10.00 feet of the East 45.00 feet of the South 103.55 feet of Lot 2, Short Plat 2689, West 10.00 feet of the East 45.00 feet of Lot 3 of said Short Plat 2689 and a 10.00 foot wide utility easement around the cul de sac defined in No. 2 above.
4. The utility easement defined as the West 10.00 feet of Short Plat 2981. Except any portion contained in the recording under Auditor's Fee Number 85-13893 and Auditor's Fee Number 87-11873 and any portion contained within the North 10.00 feet of Lot 3 of said Short Plat.
5. The access easement defined as the 30.00 foot wide private road as shown in Short Plat 2981 lying within the West 40.00 feet of Lot 4 of said Short Plat and within the West 45 feet of Lots 2 and 3 of said Short Plat and a 50.00 foot radius cul de sac within Lots 1 and 2 of said Short Plat 2981. The radius point of said cul de sac being located on the North line of said Lot 1, 40.00 feet West of the Northwest corner of said Lot 1 as measured along said North line.
6. The 10.00 foot wide irrigation easement lying adjacent the East line of the above described access easement in Lots 2, 3 and 4 of said Short Plat 2981. Except any portion contained in the recording under Auditor's Fee Number 87-11873.

All of the above easements are located in Section 17, Township 8 North, Range 30 East, W.M. and are depicted on Short Plat 2689 and Short Plat 2981, located in Volume 1 of Short Plats, Pages 2689 and 2981 respectively, records of the Benton County Auditor.

;

Dated this _____ day of _____.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Michael Shuttleworth/djh

Attest.....
Clerk of the Board

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO CONSOLIDATED FOOD MANAGEMENT INC. FOR CORRECTIONS FOOD SERVICES LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA; RESCINDING RESOLUTION 08-953

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, on October 15, 2008, the Benton County Jail Lieutenant sent a Request For Sealed Proposals for Corrections Food Services located at the Benton County Jail Facility, Kennewick, WA to the following companies: Consolidated Food Management Inc., Mercer Island, WA and Aramark Corporation, Downers Grove, IL; and

WHEREAS, the Sealed Proposals had a deadline of no later than 5:00pm Tuesday November 4, 2008; and

WHEREAS, Consolidated Food Management Inc. submitted a proposal in the amount of \$793,488; and Aramark Corporation did not respond; and

WHEREAS, the Benton County Jail Captain has reviewed the proposal for completeness and recommended contracting with Consolidated Food Management Inc. to perform said service; and

WHEREAS, the Board of Benton County Commissioners adopted the 2009 Personal Service Contract between Benton County and Consolidated Food Management Inc. per Resolution 08-953 dated November 24, 2008; and

WHEREAS, Consolidated Food Management Inc. requested additional language be added to the contract before signing the contract; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the language changes and hereby awards the personal service contract to Consolidated Food Management Inc. in the amount of \$793,488; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED the term of the attached contract commences on January 10, 2009 and expires on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract; and

BE IT FURTHER RESOLVED that Resolution 08-953 is hereby rescinded.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

;

**INSTITUTIONAL FOOD SERVICE CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Consolidated Food Management Inc., a Washington corporation with its principal offices at 7429 SE 27th Street, Mercer Island, WA 98040-2744, (hereinafter "CONTRACTOR").

1. CONTRACT DOCUMENTS:

1. Contract Terms and Conditions (this document)
2. Exhibit A (2009 Pricing)
3. All documents submitted by CONTRACTOR as part of the RFP response received November 4, 2008 are hereby incorporated by reference.

In the case of any inconsistency between the above referenced contract documents, the Contract Terms and Conditions shall govern over the remaining contract documents, and Exhibit A shall govern over the RFP response received November 4, 2008.

- 2. CONTRACT PERIOD:** Initial contract period shall commence January 10, 2009. The Contract will terminate the 31st day of December 2009. Upon agreement of both parties this contract may be continued for up to four one-year renewal options subject to agreement between both parties regarding cost adjustments. Cost adjustments for the next year must be submitted by July 31st of every year. The COUNTY reserves the right to compare prices to ensure that the COUNTY is getting the best possible value for the services provided under an awarded contract.

- 3. ADVERTISING:** Award of a contract does not grant the right to the CONTRACTOR to utilize the award in any advertising media; nor may the Counties or any Counties official or employee endorse a product or service covered by this Contract.

- 4. TERMINATION:** In the event of breach by CONTRACTOR and/or that which causes breach of the Agreement and benefits the Counties reserves the right to cancel and terminate any Contract forthwith upon giving written notice to CONTRACTOR. Either party may terminate Contract for cause or non-compliance. This request for termination will be made in writing and will be effective sixty (60) days from postmarked date on the envelope, except for non-payment of invoices within the terms, whereas either party may immediately terminate this Contract. (7 CFR 210.16(d)) Either party may terminate this contract for any reason upon sixty (60) days written notice to the other party.

CONTRACTOR shall be liable for any and all damages suffered by the CONTRACTOR resulting from the breach of the Contract. Nothing in this section limits any rights of the CONTRACTOR pursuant to this contract or at law.

- 5. INFRINGEMENTS:** CONTRACTOR agrees to defend, protect and hold harmless the COUNTY, its elected and appointed officials, employees, agents and representatives against all claims, suits, actions or proceedings ordered and to assume all expenses and damages, including attorneys fees and costs arising from any claims regarding infringement of any third-party's rights. This term shall survive the termination or expiration of this contract and shall remain in force for five years from the date of such termination or expiration.

6. **WARRANTIES:** CONTRACTOR warrants that the food services and all other items supplied pursuant to this Contract conform to the COUNTY specifications as stated herein and are fit for the purpose for which such service/product is intended if any are ordinarily employed, except that if a particular purpose is stated which has been agreed by both parties the service/product must then be fit for the particular purpose.
7. **NON WAIVER BY ACCEPTANCE OF VARIATION:** No Contract provisions or COUNTY or CONTRACTOR right under this Contract or by law are waived by acceptance of or failure to object to any act or omission which is not in conformance with this Contract or is in breach thereto.
8. **ASSIGNMENTS:** The provisions or monies due under this Contract shall only be assigned with prior written consent of the COUNTY and CONTRACTOR. Any other assignment is prohibited and shall constitute a substantial breach of this Contract.
9. **TAXES:** CONTRACTOR shall collect and pay all federal, state and local taxes if any and charges arising from any purchase hereunder. Sales taxes will be at the rate established for the City of Kennewick.
10. **HOLD HARMLESS and INDEMNIFICATION:** The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR's acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligent act, errors, or admissions of the Counties, its officers, officials, employees or agents.

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

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

11. **INSURANCE:** Workers Compensation: CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the Counties for recovery of

damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

Commercial General Liability and Employers Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). Such general liability policy shall specifically cover hazards associated with food borne pathogen ingestion including illness, disability and death

The CONTRACTOR shall provide commercial general liability coverage, which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

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

Other Insurance Provisions:

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

The Counties, its officers, officials, employees and agents shall be named as additional insured's with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

The CONTRACTOR's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

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

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

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

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

The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. The required liability coverage policy shall be an "occurrence" policy that provides coverage for losses occurring within the coverage period regardless of the time when the claim for such loss is made. "Claims made" policies are not sufficient for the purposes of this requirement.

Verification of Coverage and Acceptability of Insurers:

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

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

The CONTRACTOR shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties Contract Representative.

The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton and Franklin Counties that CONTRACTOR is currently paying workers compensation.

All written notices under this Section 8 and notice of cancellation or change of required insurance coverage's shall be mailed to the Counties at the following address:

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

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

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by Counties, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

12. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** CONTRACTOR agrees not to discriminate against any person in the performance of any of its obligations hereunder on the basis of race, religion, creed, color, national origin, sex, marital status, age, veteran status, the presence of any disabilities, or any other protected status.
13. **ANTI-TRUST:** CONTRACTOR and the Counties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact bourn by the COUNTY. Therefore, CONTRACTOR assigns to the Counties any and all claims for such overcharges.
14. **GOVERNING LAW; VENUE:** This Contract shall be governed by the laws of the State of Washington. Any lawsuit arising out of this agreement shall be brought in the Superior Court of the State of Washington for Benton County.
15. **LICENSING AND PERMITS:** CONTRACTOR must be properly licensed to do business in the State of Washington. CONTRACTOR must have and maintain all local permits and/or licensing that are or may be required.
16. **PAYMENT TERMS:** COUNTY will pay the CONTRACTOR within twenty days from receipt of a weekly bill from the CONTRACTOR that contains the following information:

The previous week food service with the number and classification of meals prepared and served to:

- A. Detainees
- B. Staff meals served (breakfast, lunch and dinner)
- C. Regular meals served (breakfast, lunch and dinner)
- D. Sack meals served
- E. Special diet meals served (vegan, vegetarian, religious, etc.)
- F. Medical diet meals served
- G. Auxiliary Food Services (prior written authorization and separate billing required)
- H. Rate per meal
- I. Subtotal for each section
- J. Taxes, if any, provided pursuant to this Contract
- K. Grand total owing

Per meal charge on each invoices shall reflect the per meal cost scale as proposed agreed to by both parties. (7 CFR 210.16(c)) The Counties will not pay for spoiled or unconsumed meals prepared in excess of the counts provided from Master Control.

The COUNTY will not pay for any meals that are spoiled or do not meet fulfill specifications of the agreement.

17. **COMPUTER EQUIPMENT:** The Contractor shall furnish all computer hardware and software ("computer equipment") to fulfill its duties and obligations pursuant to this Contract at no expense to COUNTY.

All hardware and software provided pursuant to this Contract are the property of the Contractor.

18. **CHANGES:** No alterations in any terms and conditions of this Contract will be effective without written consent of COUNTY and CONTRACTOR.

19. **HANDLING AND SHIPPING:** No additional charges will be allowed for shipping or handling for orders or order shortages.
20. **DELIVERY:** For any exception to the delivery date specified in the Contract, the Contractor must give prior notification and receive written approval from COUNTY. The Contract may be subject to termination for failure to deliver as specified in this contract or written agreed changes.
21. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all shipments of merchandise will be made F.O.B. at the following:

Benton County Corrections
7122 W Okanogan Pl #B
Kennewick, Washington 99336

22. **SEVERABILITY:** If any part of this Contract is declared void or illegal, all remaining parts or terms of this Contract shall remain binding on all parties.

23. **MEAL SERVICE AND MENU REQUIREMENTS**

A. **ESTIMATED DELIVERY REQUIREMENTS**

Meals for Benton County Sheriff's Office Bureau of Correction ("BCC") adult and authorized staff shall follow a cycle menu of no less than 28-days. Meal counts are estimated at 1800-2214 adult and staff meals three times a day or from 12600 – 15500 meals per week. "A Menu Planner" shall be maintained in the immediate kitchen area located just outside of the kitchen office. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

B. **MENUS**

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and dinner used by the Contractor will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the COUNTY standards outlined herein and American Correctional Association (ACA) mandatory requirements for food service in accredited correctional facilities whichever is more stringent

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC), United States Department of Agriculture (USDA). The intent is to serve high quality nutritious food items that will appeal to men and women. The menu must be assessed and periodically revised by a Registered Dietitian to successfully meet the dietary preferences. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for adults, depending on their individual needs.

C. **NUTRITION REQUIREMENTS**

1. **Menu Certification:** Menus must be reviewed and certified by a Registered Dietitian and adjusted for age, sex and activity according to the RDA and RDI

stated by the National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total calories) averaged over the 7-day menu week. The Contractor must provide to the BCC written certification of this review for each cycle menu prior to implementation. The Registered Dietitian must, at a minimum, independently review and approve the menu bi-yearly. Expenses for such review shall be borne by Contractor.

All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or the BCC has agreed in advance to a deviation from this requirement.

Sack meals will be provided, as required, to adults who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

COUNTY will not pay for any meals that are spoiled, or otherwise do not fulfill specifications

2. **Documentation:** Nutritional documentation for all of the breakfast, lunch and dinner menus is required. The format may vary with computer programs but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. Contractor shall submit the specified nutritional documentation and the USDA Food-Based breakfast, lunch and dinner menu pattern for any new and/or revised 28-day cycle menus with an Registered Dietitian's certification submitted for BCC's approval.
3. **Daily Calorie Requirement:** The minimum daily calorie requirement for the base BCC menu shall be 2,500. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement by CONTRACTOR. Any additions or changes to the menu by any authorized COUNTY agent, which shall increase the cost per meal, shall be agreed upon in writing by both parties.

D. PORTIONING

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. The Contractor may not place any hot or cold food in insulated containers until one-half hour

before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

When there is a specific medical or religious diet ordered, the Contractor may place the specified portion in a styro-foam serving container and label that meal or item for receipt by a specified detainee.

E. THERAPEUTIC DIETS

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to adults according to the orders of the attending physician, dentist, nurse or registered dietitian or as directed by the responsible health authority official. Medical diets, and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the Contractor by authorized BCC or Contract personnel. Restricted diets must conform as closely as possible to the food served to other inmates. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the American Dietetic Association or comparable source that will be subject to the approval of the BCC. Medically prescribed food snacks must be served upon request at no additional cost, except the cost of requested Kosher meals may be billed to the COUNTY at current market prices. Medically prescribed dietary supplements must be provided as requested at cost and shall be available with four (4) hours notice.

F. RELIGIOUS & VEGAN / VEGETARIAN DIETS

Religious and vegan/vegetarian diets must be available to be prepared and served according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official. Religious and vegan/vegetarian diets and their menus will be developed and verified by a Registered Dietitian and will be submitted in writing to the Contractor. Religious and vegan/vegetarian diets should be simple and conform as closely as possible to the food served to others.

G. CONTINGENCY MEALS

The Contractor may not charge additional fees for the provision of food services even in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the BCC facility. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals. **The Contractor shall submit a BCC approved contingency plan that will address this requirement within thirty (30) days of contract execution.**

H. ACCOUNTING / AUDITING

ACCOUNTING CYCLE: The Contractor must comply, for accounting cycle purposes, with the Counties' fiscal year of January 1st to December 31st, and calendar month periods.

RIGHT TO AUDIT: The COUNTY reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years.

24. **FOOD PRODUCTION, PREPARATION AND SERVICE**

A. QUALITY ASSURANCE

The Contractor must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on USDA Guidance.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the Contractor has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to the BCC for approval.

AH such records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. The Contractor must arrange for and have a minimum of two Food Safety Inspections each Year by the local Counties Health Inspector. The Contractor must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

Contractor shall ensure health permit for kitchen facility. BCC may monitor food service operations of Contractor through periodic visits, which may include other appropriate COUNTY and State personnel. Meals provided by Contractor shall be prepared, put on trays and trays put on carts for transport to the detention pods by BCC staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. Contractor shall keep all required daily storage, temperature, and other production records.

All foods used by Contractor shall meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. COUNTY shall retain control of the quality, extent, and general nature of its food service.

All food and supplies purchased for use under the final contract with the COUNTY by the CONTRACTOR as agent for the county correctional food services and supplies program shall meet at least the following minimum specifications:

1. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.
2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
3. Canned fruits and vegetables shall be at least USDA Grade C (or standard).
4. Frozen fruits and vegetables shall be at least USDA Grade B.

5. Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:

- a. Apples 113
- b. Oranges 113
- c. Bananas 3-4 (petite)
- d. Pears 90-100

The Contractor may serve comparable portions of other popular fresh fruits.

6. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine if it is a commodity item.) 2% skim and nonfat chocolate fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch and dinner and snacks if applicable. Dry/powdered milk may be used in cooking/baking.

Eggs shall be at least USDA Grade B Large.

7. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

8. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased but must be used within 48 hours or frozen until the time of use (seven day maximum hold).

9. The Contractor may not purchase "second market" or distressed food items, or food items outside of the specifications stated herein without the prior written approval of COUNTY.

B. STORAGE

The Contractor must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in the BCC. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

C. INVENTORY

The CONTRACTOR shall be the sole agent for purchasing food and supplies under this contract. For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the Contractor shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BCC kitchen location in time to properly prepare the food. The Contractor shall keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service

D. PRODUCTION CONTROL TECHNIQUES

The food production techniques and hold methods used in the BCC facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the Contractor to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of this RFP and the resultant contract.

Sulfites: No sulfite additives are to be added on premises to any foods served under the resultant contract.

E. FOOD PREPARATION

1. **Method:** Contractor shall utilize the traditional cook and serve methodology, Recipes, menus and production schedules must all be designed to minimize the risk of spoilage.
2. **Recipes:** A file of tested bulk recipes adjusted to a yield appropriate for the population counts specified must be maintained on the premises.
3. **Optimum Temperature Ranges:** All chilled food must be held and served at no more than 41 degrees F. and all hot food items held and served at no less than 140 degrees F. (Washington State Manual, School Food Safety inspection Manual)

F. DATE CODES

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

G. SANITATION AND SAFETY

1. **Laws and Regulations:** The Contractor shall comply with all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor shall be subject to inspections in the kitchen by the Benton-Franklin Counties Environmental Health Services, Benton-Franklin Counties Health District, State of Washington Health Inspectors, and authorized personnel from the BCC.
2. **Food Handlers Cards and Medical Exams:** The Contractor shall provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.
3. **Food Samples:** The Contractor shall save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 72 hours for

testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.

4. **Emergency Situation Reports:** The Contractor shall be responsible for immediately notifying the on duty correctional supervisor of any fires in the kitchen or related areas and of any accidents or injuries, no matter how minor, involving Contractor personnel. Such reports shall be made verbally and in writing. Contractor personnel shall cooperate in any reasonable fashion with any investigation required by the correctional supervisor or his/her designee that is necessitated by such accidents or injuries.
5. **Employee Physical Health:** The Contractor shall not permit employees with communicable health problems (including open sores) to work.
6. **Worker's Compensation / L&I:** The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

H. FOOD DELIVERY AND SERVICE

Meal carts carrying the specified meal trays, will be available to detention staff to deliver to pod areas 15 to 30 minutes prior to the following scheduled meal service times:

Breakfast 6:30 AM Lunch 12:00PM Dinner 5:30 PM

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A BCC reporting form is filled out at each meal. The reporting form enables BCC staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. The form must show the following information:

1. Number of meals ordered
2. Number of meals received
3. Number and type of special meals ordered with space for recipient signature
4. The number of trays and beverages provided

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time.

I. DISPOSABLES/EXPENDABLES

The Contractor shall furnish all paper, plastic ware, sacks, paper towels, hand soap and all other kitchen related supplies for the kitchen area operation and food service. The BCC reserves the right to request that samples of disposable goods be submitted prior to contract execution.

J. RECEIVING

The Contractor shall be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries.

The Contactor should notify its Vendors that there is only space in the receiving area for one large truck at a time.

K. SALESPERSONS

The Contractor should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the Contractor's unit managers, the managers must meet the salesperson in the public reception areas. [The Contractor shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations at the discretion of the on-duty correctional supervisor who must be notified in advance of any attempt to bring such persons into the facility.

L. EQUIPMENT OWNERSHIP & RESPONSIBILITY

Requirement: The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the COUNTY that its equipment is being properly used and maintained. The Contractor will assume full financial responsibility for any damage incurred due to its employee's negligent handling of COUNTY owned fixtures, furniture and equipment less normal wear and tear.

Preventative Maintenance & Equipment Repairs; All current kitchen equipment, fire extinguishers and fire suppression systems are the responsibility of the COUNTY.

Space / Office Equipment: The COUNTY will provide a facility and current equipment required for the Contractor to produce the required number of meals. Space will be provided to the Contractor for a desk and related equipment to allow the Contractor to conduct business. The Counties will furnish a phone with basic service at no cost to the Contractor. If the Contractor makes any long distance calls on the phone provided by the Counties, the Contractor will be liable for all cost associated with such calls. Contractor will be responsible for supplying all other necessary office furniture (desk, chair, etc.), equipment (computer, monitor, printer, etc.), and all office supplies.

Cooking Related Ventilation Systems: The Counties will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the COUNTY's expense.

Counties Maintenance Assistance: The Contractor may, upon request, utilize COUNTY's maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with COUNTY.

The Contractor will be expected to inform the BCC Facilities Supervisor immediately of any equipment problems or deliberate mistreatment of same by a Contractor's employee.

Inventory Procedures: The Contractor and BCC shall jointly inventory, at least annually, all capital equipment and COUNTY-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and submitted to the BCC annually.

The Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

M. **SMALL WARES**

Once the accepted inventory amount of 125% is reached by the COUNTY, the CONTRACTOR shall, at its expense, maintain 125% of the Average Daily Population (ADP) for the facility all small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered small wares. Additionally, the Contractor will provide and replace all sanitation supplies and janitorial equipment for the kitchen only. Once purchased, all small wares become the property of the COUNTY.

N. **AUXILIARY FOOD SERVICE**

The Contractor must be available to provide food for visitors and other related COUNTY functions. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements shall be priced on a cost-plus basis, with a specified not-to-exceed percentage mark-up, which will be negotiated with the successful Proposer.

25. COMPENSATION

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

- a. The CONTRACTOR shall be paid in accordance with Exhibit A attached hereto.
- b. The total amount payable to the CONTRACTOR under this Contract shall not exceed seven hundred ninety three thousand four hundred eighty eight dollars and zero cents (\$793,488.00).
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per week during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

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

Date: _____

Date: _____

Benton County

Consolidated Food Management Inc.

Chairman

Frank Lowe, CEO

Approved as to Form



Deputy Prosecuting Attorney

FOOD SERVICES PROPOSAL FORM

Proposer Note: Any deviations or alterations offered contrary to the proposal format must be expressly approved in writing by the Contracting Officer.

PRICING ANALYSIS: The following information is mandatory for all Proposers.

- A. **TOTAL PROPOSAL PRICE FOR FOOD SERVICES FOR THE BENTON COUNTY BUREAU OF CORRECTIONS, DETENTION UNIT. FOR THREE MEALS PER DAY, SEVEN DAYS PER WEEK, TWELVE MONTHS PER YEAR, SACK MEALS AND SNACKS AS REQUESTED BY COUNTY.**

ABOVE PRICE QUOTE IS FOR THE BENTON COUNTY BUREAU OF CORRECTIONS, LOCATED AT 7122 W. OKANOGAN PL #B, KENNEWICK, WASHINGTON, 99336.

- B. Individual spot price quotes, each quote is the price to BCC and is to include weight (where applicable) and brand: The below price schedule does not include Washington State sales tax:

	Inmates	Daily Meals	Cost/Meal 2008	Cost/Meal 2009
1)	650	1951 - 2000	0.987	1.025
2)	667	2001 - 2050	0.976	1.014
3)	684	2051 - 2100	0.965	1.003
4)	700	2101 - 2150	0.955	0.993
5)	717	2151 - 2200	0.945	0.984
6)	734	2201 - 2250	0.936	0.975
7)	750	2251 - 2300	0.927	0.966
8)	767	2301 - 2350	0.919	0.957
9)	784	2351 - 2400	0.911	0.949
10)	800	2401 - 2450	0.903	0.942
11)	817	2451 - 2500	0.896	0.934
12)	834	2501 - 2550	0.891	0.929
13)	850	2551 - 2600	0.886	0.925
14)	867	2601 - 2650	0.880	0.918
15)	884	2651 - 2700	0.873	0.912
16)	900	2701 - 2750	0.867	0.905
	917	2751 - 2800	\$0.866	0.958

REMARKS (add in extra pages if required)

PROPOSER: Consolidated Food Management, Inc.

SIGNATURE OF PROPOSER: _____

TITLE: _____

BUSINESS PHONE: 206 232-9771

DATE OF PROPOSAL: November 4, 2008

Print Name: _____

Title: _____

CONTACT PERSON: William Franks

Telephone: 206-232-9771

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: Subject: Auto Body Repair contracts Prepared By: Keith Mercer Reviewed By: S. Keane, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> </u> X Public Hearing 1st Discussion 2nd Discussion Other

Jack's Superior Autobody, Mathews Auto Body, and Mel's Inter City Collision Contracts

SUMMARY & BACKGROUND INFORMATION

Per Benton County's policy, a contract should be in place for any services provided to Benton County. There will be times when patrol vehicles are damaged or wrecked and need to be repaired. When this happens, the Sheriff's Office will go get quotes from three repair shops (usually Jack's, Mathews, and Mel's). The Sheriff's Office reviews the quotes and goes with the lowest bidder. The Sheriff's Office would like to enter into a "Blanket Contracts" with the three repair shops. This will allow the Patrol Captain to get the lowest price and move forward without seeking a contract for each repair.

Side note: The Sheriff's Office understands that the Board is not approving \$150,000 to spend on repairs/maintenance for vehicles and that we must stay within our budgeted amount. Anything over the budgeted amount will be taken care of by line item transfers or supplements.

FISCAL IMPACT

Unable to predict

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO JACK'S SUPERIOR AUTO BODY LLC FOR AS NEEDED AUTOMOBILE BODY REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE FLEET MOTOR VEHICLES

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has used Jack's Superior Auto Body LLC for automobile body repair in the past; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Jack's Superior Auto Body LLC and wishes to enter into a contract; and

WHEREAS, the Benton County Patrol Captain has reviewed the Contract for completeness and recommends contracting with Jack's Superior Auto Body LLC to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Patrol Captain's recommendation and hereby awards the personal service contract to Jack's Superior Auto Body LLC in an amount up to \$50,000.00 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2009.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Jack's

Prepared by: K. Mercer

**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 Jack's Superior Auto Body LLC, with its principal offices at 310 W. Columbia Dr, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall expire on December 31, 2009. 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. "As needed" automobile body repair for the Benton County Sheriff's Office fleet motor vehicles.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

may be requested by the COUNTY.

- f. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, pricing, or any other factors deemed important to the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Jack Wilkerson
310 W. Columbia Dr.
Kennewick, WA 99336
509-586-4511

- b. For COUNTY:

Julie Thompson,
Administrative Assistant
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336
509-735-6555 ext 3273

5. COMPENSATION

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

- a. Service Rates: Rates will be determined at the time services are needed in a form of a quote.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$50,000.00 including WSST.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the

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

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments

of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, 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. The policy shall state that coverage is claims made, and state the retroactive date.

CONTRACTOR is also required to buy claims made 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. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. 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.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, 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 general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **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.

e. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

(7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. **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 in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any 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 COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) days advanced written 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 COUNTY as an additional insured of cancellation.

(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) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, 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 coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A
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 County 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 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 two (2) days written notice delivered in person or 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.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this

Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms

of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice

shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

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

necessary.

28. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this agreement, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in the custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within one of its cars while work is being done;
- b. CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be activated, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify the Sheriff's Office patrol lieutenant by paging same at 737-5533 and ensuring contact and notification is made;
- e. CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract;

- f. If it becomes necessary to test-drive any patrol car in CONTRACTOR'S custody for the purposes of testing or verifying work being done pursuant to this Contract, CONTRACTOR shall contact the Benton County Sheriff's Office via the designated contact to arrange for a representative of the Benton County Sheriff's Office to be physically present in the patrol car during any such test drives;

- g. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of misuse of any patrol car while it is legally in CONTRACTOR'S custody.

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

Dated: _____

Dated: _____

BENTON COUNTY BOARD OF COMMISSIONERS

CONTRACTOR
Jack's Superior Auto Body LLC

Chairman

Signature

Member

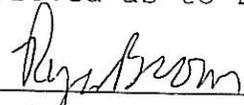
Print Name / Title

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: Subject: Auto Body Repair contracts Prepared By: Keith Mercer Reviewed By: S. Keane, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X</u> Public Hearing 1st Discussion 2nd Discussion Other

Jack's Superior Autobody, Mathews Auto Body, and Mel's Inter City Collision Contracts

SUMMARY & BACKGROUND INFORMATION

Per Benton County's policy, a contract should be in place for any services provided to Benton County. There will be times when patrol vehicles are damaged or wrecked and need to be repaired. When this happens, the Sheriff's Office will go get quotes from three repair shops (usually Jack's, Mathews, and Mel's). The Sheriff's Office reviews the quotes and goes with the lowest bidder. The Sheriff's Office would like to enter into a "Blanket Contracts" with the three repair shops. This will allow the Patrol Captain to get the lowest price and move forward without seeking a contract for each repair.

Side note: The Sheriff's Office understands that the Board is not approving \$150,000 to spend on repairs/maintenance for vehicles and that we must stay within our budgeted amount. Anything over the budgeted amount will be taken care of by line item transfers or supplements.

ISCAL IMPACT

Unable to predict

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO MEL'S INTER CITY COLLISION INC, DOING BUSINESS MEL'S INTER CITY TOWING, FOR AS NEEDED AUTOMOBILE BODY REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE FLEET MOTOR VEHICLES

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has used Mel's Inter City Collision Inc. for automobile body repair in the past; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Mel's Inter City Collision Inc. and wishes to enter into a contract; and

WHEREAS, the Benton County Patrol Captain has reviewed the Contract for completeness and recommends contracting with Mel's Inter City Collision Inc. to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Patrol Captain's recommendation and hereby awards the personal service contract to Mel's Inter City Collision Inc. in an amount up to \$50,000.00 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2009.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Mels

Prepared by: K. Mercer

**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 Mel's Inter City Collision Inc, doing business as Mel's Inter City Towing, with its principal offices at 520 W. Deschutes Ave, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following documents

- a. Terms and Conditions (this document)

2. **DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall expire on December 31, 2009. 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. "As needed" automobile body repair for the Benton County Sheriff's Office fleet motor vehicles.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other

information that may be pertinent and necessary, or as may be requested by the COUNTY.

- f. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, pricing, or any other factors deemed important to the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Heather Boderick
520 W. Deschutes Ave.
Kennewick, WA 99336
509-586-8257

- b. For COUNTY:

Julie Thompson,
Administrative Assistant
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336
509-735-6555 ext 3273

5. COMPENSATION

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

- a. Service Rates: Rates will be determined at the time services are needed in a form of a quote.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$50,000.00 including WSST.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices

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

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions,

suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, 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. The policy shall state that coverage is claims made, and state the retroactive date.

CONTRACTOR is also required to buy claims made 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. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. 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.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, 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 general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **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.

e. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they

limitations on indemnification.

- (7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. **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 in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any 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 COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) days advanced written 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 COUNTY as an additional insured of cancellation.
- (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) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, 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 coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A
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 County 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 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 two (2) days written notice delivered in person or 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.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation

for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given

by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

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

that CONTRACTOR may seek a judicial order of protection if necessary.

28. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this agreement, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in the custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within one of its cars while work is being done;
- b. CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be activated, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify the Sheriff's Office patrol lieutenant by paging same at 737-5533 and ensuring contact and notification is made;
- e. CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract;

- f. If it becomes necessary to test-drive any patrol car in CONTRACTOR'S custody for the purposes of testing or verifying work being done pursuant to this Contract, CONTRACTOR shall contact the Benton County Sheriff's Office via the designated contact to arrange for a representative of the Benton County Sheriff's Office to be physically present in the patrol car during any such test drives;

- g. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of misuse of any patrol car while it is legally in CONTRACTOR'S custody.

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

Dated: _____

BENTON COUNTY BOARD OF
COMMISSIONERS

Chairman

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Approved as to Form:

Ryan Brown
Deputy Prosecuting Attorney

Dated: _____

CONTRACTOR
Mel's Inter City Collision Inc.

Signature

Print Name / Title

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: Subject: Auto Body Repair contracts Prepared By: Keith Mercer Reviewed By: S. Keane, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

Jack's Superior Autobody, Mathews Auto Body, and Mel's Inter City Collision Contracts

SUMMARY & BACKGROUND INFORMATION

Per Benton County's policy, a contract should be in place for any services provided to Benton County. There will be times when patrol vehicles are damaged or wrecked and need to be repaired. When this happens, the Sheriff's Office will go get quotes from three repair shops (usually Jack's, Mathews, and Mel's). The Sheriff's Office reviews the quotes and goes with the lowest bidder. The Sheriff's Office would like to enter into a "Blanket Contracts" with the three repair shops. This will allow the Patrol Captain to get the lowest price and move forward without seeking a contract for each repair.

Side note: The Sheriff's Office understands that the Board is not approving \$150,000 to spend on repairs/maintenance for vehicles and that we must stay within our budgeted amount. Anything over the budgeted amount will be taken care of by line item transfers or supplements.

ISCAL IMPACT

Unable to predict

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICE CONTRACT TO MATHEWS RICHARD E, DOING BUSINESS AS MATHEWS AUTO BODY, FOR AS NEEDED AUTOMOBILE BODY REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE FLEET MOTOR VEHICLES

WHEREAS, per resolution 04-534, "...that for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but shall instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Sheriff's Office has used Mathews Richard E for automobile body repair in the past; and

WHEREAS, the Sheriff's Office is pleased with the service provided by Mathews Richard E and wishes to enter into a contract; and

WHEREAS, the Benton County Patrol Captain has reviewed the Contract for completeness and recommends contracting with Mathews Richard E to perform said service; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Patrol Captain's recommendation and hereby awards the personal service contract to Mathews Richard E in an amount up to \$50,000.00 including WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2009.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Mathews

Prepared by: K. Mercer

**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 Mathews Richard E, doing business as Mathews Auto Body, with its principal offices at 614 W. Columbia Dr, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall expire on December 31, 2009. 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. "As needed" automobile body repair for the Benton County Sheriff's Office fleet motor vehicles.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other

information that may be pertinent and necessary, or as may be requested by the COUNTY.

- f. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, pricing, or any other factors deemed important to the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Ryan Mathews
614 W. Columbia Dr.
Kennewick, WA 99336
509-582-9713

- b. For COUNTY:

Julie Thompson,
Administrative Assistant
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336
509-735-6555 ext 3273

5. COMPENSATION

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

- a. Service Rates: Rates will be determined at the time services are needed in a form of a quote.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$50,000.00 including WSST.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices

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

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions,

suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, 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. The policy shall state that coverage is claims made, and state the retroactive date.

CONTRACTOR is also required to buy claims made 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. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. 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.

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, 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 general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **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.

e. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they

limitations on indemnification.

- (7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. **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 in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any 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 COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) days advanced written 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 COUNTY as an additional insured of cancellation.

- (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) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, 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 coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A
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 County 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 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 two (2) days written notice delivered in person or 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.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation

for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given

by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

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

that CONTRACTOR may seek a judicial order of protection if necessary.

28. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this agreement, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in the custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within one of its cars while work is being done;
- b. CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be activated, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify the Sheriff's Office patrol lieutenant by paging same at 737-5533 and ensuring contact and notification is made;
- e. CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract;

- f. If it becomes necessary to test-drive any patrol car in CONTRACTOR'S custody for the purposes of testing or verifying work being done pursuant to this Contract, CONTRACTOR shall contact the Benton County Sheriff's Office via the designated contact to arrange for a representative of the Benton County Sheriff's Office to be physically present in the patrol car during any such test drives;

- g. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of misuse of any patrol car while it is legally in CONTRACTOR'S custody.

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

Dated: _____

**BENTON COUNTY BOARD OF
COMMISSIONERS**

Chairman

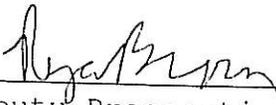
Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

Dated: _____

**CONTRACTOR
Mathews Richard E**

Signature

Print Name / Title

RESOLUTION

h

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

**IN THE MATTER OF THE PURCHASE OF VEHICLES FOR THE BENTON COUNTY
SHERIFF'S OFFICE**

WHEREAS, the Washington State Contracts No. 04608, 04907 and 05308 allows for the purchase of vehicles; and

WHEREAS, these vehicles are to be used by the Corrections Officers and Sheriff's Deputies while on duty; and

WHEREAS, the purchase price inclusive of WSST is:

- Two (2) Chevrolet Tahoe PPVs per State Contract No. 04907 for a total of \$62,115.12
- One (1) Dodge Charger per State Contract No. 04907 for a total of \$23,979.78
- Nine (9) Ford Crown Victorias per State Contract No. 04608 for a total of \$234,426.96
- One (1) Chevrolet Express Van per State Contract No. 05308 for a total of \$26,640.64

WHEREAS, the Board of Benton County Commissioners approved the 2009 Benton County Sheriff's Office Budgets which includes the purchase of these vehicles; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Benton County Sheriff's Department to purchase Two (2) Chevrolet Tahoe PPVs, One (1) Dodge Charger, Nine (9) Ford Crown Victorias and One (1) Chevrolet Express Van for the amount of \$347,162.50 inclusive of WSST under State Contracts No. 04608, 04907 and 05308.

Dated this 12 day of January, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Motor Vehicle Purchase Requisition

Print Form

*Washington State Department of General Administration
Office of State Procurement*

ORDERING AGENCY

Organization: Benton County Sheriffs Office
Agency: 10300 **Location:** 070
Address: 7122 W. Okanogan Pl. #A
City: Kennewick
State: wa **Zip:** 99336
Agency Req #: 09-S-0001 **Internal PO #:** 09-S-0001

SHIPPING INFORMATION

Organization: Benton County Sheriffs Office
Agency: 10300 **Location:** 070
Address: 7122 W. Okanogan Pl. #A
City: Kennewick
State: wa **Zip:** 99336
Contact: Captain Steve Keane
Phone: (509) 735-6555
Fax: (509) 783-5852
Rcv. Hours: 0800-1600
Rcv. Days: Mon-Fri

INVOICING INFORMATION

Organization: Benton County Sheriffs Office
Agency: 10300 **Location:** 070
Address: 7122 W. Okanogan Pl. #A
City: Kennewick
State: wa **Zip:** 99336

SUBMITTER INFORMATION

Name: Steven Keane
Title: Captain
Email: Steven.Keane@co.benton.wa.us
Phone: (509) 735-6555
Fax: (509) 783-5852

COMMENTS

Key Code #1435X

TITLE INFORMATION

Legal Owner:
Benton County Sheriffs Office
7122 W. Okanogan Pl. #A
Kennewick, WA
99336

TITLE INFORMATION

Registered Owner:
Benton County Sheriffs Office
7122 W. Okanogan Pl. #A
Kennewick, WA

99336

DEALER INFORMATION**Contract #:** 04608**Dealer:** COLUMBIA FORD MERCURY LINCOLN (W403)**Address:** 700 7th Avenue
Longview WA 98632**COLORS ORDERED**

Description	Qty
Silver Birch CC Metallic/ Medium Light Stone interior (LP/*L)	9

OPTIONS ORDERED

Commodity #	Description	Qty	Price	Ext. Price
1 2319080001	Automobile, Full-size Police, 4 Door Sedan, 2009 Ford Crown Victoria Police Interceptor FFV(P71/720A) with all contract required equipment and the following options:	9	\$21,170.00	\$190,530.00
2 2319080012	Airbag, Passenger Side Deactivation Switch (DLR)* (See NHTSA Note Below)	9	\$179.00	\$1,611.00
3 2319080018	Differential, Limited Slip (3.27:1)(45C)	9	\$109.00	\$981.00
4 2319080021	Flasher Wig Wag, Headlamp (Included w/Police Prep Pkgs) (DLR)*	9	\$122.00	\$1,098.00
5 2319080023	Inoperative Door Jamb Light Switches on Dome Light (478)	9	\$17.00	\$153.00
6 2319080028	Moldings, Front Doors installed (96A)	9	\$26.00	\$234.00
7 2319080029	Mud Flaps, HD Plastic (Set of 4) (DLR)*	9	\$90.00	\$810.00
8 2319080031	Power Windows, Driver & Front Passenger Controls (948)	9	\$21.00	\$189.00
9 2319080037	Roof Reinforcement (185)	9	\$69.00	\$621.00
10 2319080039	Seat, Aedec Prostraint Rear Seat (Prisoner Restraint System, OEM Rear Seat Cushions and Seat Belts Placed In Trunk) (Installed) (DLR)*	9	\$455.00	\$4,095.00
11 2319080041	Silicone Hoses with Aircraft Type Clamps (177)	9	\$269.00	\$2,421.00
12 2319080044	Spotlight, 6 inch, Halogen, Clear Lens, Pillar Mounted Left (Unity 225) (Factory) (51A)	9	\$160.00	\$1,440.00
13 2319080047	Traction Control (552)	9	\$152.00	\$1,368.00
14 2319080048	Trunk Pack Organizer (w/Kevlar Front Liner)(14T)	9	\$166.00	\$1,494.00
15 2319080049	Trunk Release, Electric, Inside Switch Instrument Panel and left door Mounted, Ignition Controlled Instead of Battery (61H)	9	\$52.00	\$468.00
16 2319080051	Universal Keying Fleet (Indicate Code in Comments) (432-439)	9	\$44.00	\$396.00
17 2319080060	Push Bumpers, 16 inch HD Aluminum, Setina PB200, Set/2, Installed (DLR)*	9	\$221.00	\$1,989.00
18 2319080064	Partition, Horizontal Sliding Center Section w/Lexan, Installed (Includes Full Lower Extension Panel) (Setina 10S)(DLR)*	9	\$427.00	\$3,843.00

19	2319080070	Comfort/Convenience Group (Includes 2319-080-016 Cruise Control, and 2319-080-046, AM/FM /CD) (41A)	9	\$336.00	\$3,024.00
20	2319080082	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, Delivered w/ Vehicle, Uninstalled (DLR)*	9	\$33.00	\$297.00

Total Vehicle Cost w/Options: \$217,062.00
8.0% Sales Tax: \$17,364.96
Total Order Cost: \$234,426.96

ACCOUNTING INFORMATION

REF	[MASTER INDEX]						SUB				
DOC	TRAN			APPN	PROGM	SUB	SUB	ORG		SUB	PROJ
SUF	CODE	MOD	FUND	INDEX	INDEX	OBJ	OBJ	INDEX	PROJ	PROJ	PHASE

[Print Form](#)

[Place Another Order](#)

[VAT Home Page](#)

DEALER INFORMATION

Contract #: 04907
Dealer: BUD CLARY AUTO DEALERSHIPS (W262)
Address: 1030 Commerce Ave.
 Longview WA 98632

COLORS ORDERED

Description	Qty
Silver Birch	2

OPTIONS ORDERED

Commodity #	Description	Qty	Price	Ext. Price
1	2319965001 Full Size Police Utility Vehicle FFV (4x2), 2009 Chevrolet Tahoe PPV (CC10706/PPV) with all contract required equipment and the following options:	2	\$22,900.00	\$45,800.00
2	2319965013 Batteries, Dual (6A6)	2	\$96.00	\$192.00
3	2319965014 Body Side Moldings (B85)	2	\$83.00	\$166.00
4	2319965018 Differential, Limited Slip, (G80)	2	\$240.00	\$480.00
5	2319965019 Flasher, Wig Wag Head Lamp and Tail lamp, DRL Compatible (6J7)	2	\$399.00	\$798.00
6	2319965023 Inoperative Rear Door Handles (6B2)	2	\$55.00	\$110.00
7	2319965024 Inoperative Rear Door Locks (6N6)	2	\$55.00	\$110.00
8	2319965029 Mud Flaps, Molded (Set 4) (DLR)*	2	\$125.00	\$250.00
9	2319965032 Spotlight, 6 inch clear lens, Pillar Mounted, left (7x6)	2	\$382.00	\$764.00
10	2319965039 Vehicle Partition, Horizontal Sliding Center Section w/ Lexan (Includes Full Lower Extension Panel) (Installed) Setina (10VS)*	2	\$650.00	\$1,300.00
11	2319965040 Vehicle Push Bumpers HD Aluminum w/ welded upper cross support (Installed) (Setina PB400)*	2	\$334.00	\$668.00
12	2319965044 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, Delivered w/ Vehicle, Uninstalled (DLR)*	2	\$28.00	\$56.00
13	2319965046 Four Wheel Drive, FFV Model 7300# GVWR (Includes Front 40/20/40 cloth Split Bench Seat w/o Console, 4 X 4 Transfer Case, HD Trailing)(State Agencies to Review Governor's Executive Order 05-01 Prior to Ordering) (CK 10706/5W4)	2	\$3,125.00	\$6,250.00
14	2319965047 Four Wheel Drive Option: Tires, All Terrain instead of All Season (Requires 2319-965-046) (QJP)	2	\$125.00	\$250.00
15	2319965048 Four Wheel Drive Option, Cloth Front Buckets Instead of Split Bench (No console) Rear Bench (A95/9N5)	2	\$160.00	\$320.00

Total Vehicle Cost w/Options: \$57,514.00
8.0% Sales Tax: \$4,601.12
Total Order Cost: \$62,115.12

ACCOUNTING INFORMATION

REF	[MASTER INDEX]										
DOC	TRAN				APPN	PRGM	SUB	SUB	ORG	SUB	PROJ
SUF	CODE	MOD	FUND	INDEX	INDEX	OBJ	OBJ	INDEX	PROJ	PROJ	PHASE

Motor Vehicle Purchase Requisition

Print Form

*Washington State Department of General Administration
Office of State Procurement*

ORDERING AGENCY

Organization: Benton County Sheriffs Office
Agency: 10300 **Location:** 070
Address: 7122 W. Okanogan Pl. #A
City: Kennewick
State: WA **Zip:** 99336
Agency Req #: 09-S-0002 **Internal PO #:** 09-S-0002

SHIPPING INFORMATION

Organization: Benton County Sheriffs Office
Agency: 10300 **Location:** 070
Address: 7122 W. Okanogan Pl. #A
City: Kennewick
State: WA **Zip:** 99336
Contact: Captain Steve Keane
Phone: (509) 735-6555
Fax: (509) 783-5852
Rcv. Hours: 0800-1600
Rcv. Days: Mon-Fri

INVOICING INFORMATION

Organization: Benton County Sheriffs Office
Agency: 10300 **Location:** 070
Address: 7122 W. Okanogan Pl. #A
City: Kennewick
State: WA **Zip:** 99336

SUBMITTER INFORMATION

Name: Steve Keane
Title: Captain
Email: steven.keane@co.benton.wa.us
Phone: (509) 735-6555
Fax: (509) 783-5852

TITLE INFORMATION

Legal Owner:
Benton County Sheriffs Office
7122 W. Okanogan Pl. #A
Kennewick, WA
99336

TITLE INFORMATION

Registered Owner:
Benton County Sheriffs Office
7122 W. Okanogan Pl. #A
Kennewick, WA
99336

DEALER INFORMATION

Contract #: 04608
Dealer: DWAYNE LANE'S FLEET HQ (W1675)
Address: 10515 Evergreen Way
 Everett WA 98204

COLORS ORDERED

Description	Qty
Dark Titanium	1

OPTIONS ORDERED

Commodity #	Description	Qty	Price	Ext. Price
1	2319083001 Automobile, Full-size Police High Speed Pursuit, 4 Door Sedan 2009 Dodge Charger (LXDH48/29A) with all contract required equipment and the following options:	1	\$22,884.00	\$22,884.00
2	2319083012 Air Bags, Side Impact (CGS)	1	\$559.00	\$559.00
3	2319083015 Daytime Running Lights (LMK)	1	\$39.00	\$39.00
4	2319083019 Mirrors, Power Heated, Foldaway(GUK)	1	\$79.00	\$79.00
5	2319083021 Mud Flaps, Front & Rear, Plastic (Mopar)(4MF) *	1	\$149.00	\$149.00
6	2319083049 Standard 3 Yr/38,000 Mile Warranty In Lieu of Extended 6 Yr/60,000 Warranty (- PPV660)(Deduct)(DLR)*	1	(\$900.00)	(\$900.00)
7	2319083050 Alternative Engine, 6 Cylinder, Gas (250 HP) (27A)(Deduct)	1	(\$790.00)	(\$790.00)

Total Vehicle Cost w/Options: \$22,020.00
8.9% Sales Tax: \$1,959.78
Total Order Cost: \$23,979.78

ACCOUNTING INFORMATION

REF	[MASTER INDEX]				SUB		ORG		SUB		PROJ
DOC	TRAN			APPN	PROGM	SUB	SUB			SUB	PROJ
SUF	CODE	MOD	FUND	INDEX	INDEX	OBJ	OBJ	INDEX	PROJ	PROJ	PHASE

Print Form

Place Another Order

VAT Home Page

Motor Vehicle Purchase Requisition[Print Form](#)

Washington State Department of General Administration
Office of State Procurement

ORDERING AGENCY

Organization: Benton County Sheriffs Office
Agency: Location:
Address: 7122 West Okanogan Place
City: Kennewick
State: WA **Zip:** 99336
Agency Req #: 09-A-1 **Internal PO #:**

SHIPPING INFORMATION

Organization: Benton County Sheriffs Office
Agency: Location:
Address: 7122 West Okanogan Place
City: Kennewick
State: WA **Zip:** 99336
Contact: Captain Al Thompson
Phone: (509) 735-6555
Fax: (509) 736-3895
Rcv. Hours: 8 AM to 4 PM
Rcv. Days: Mon thru Fri

INVOICING INFORMATION

Organization: Benton County Sheriffs Office
Agency: Location:
Address: 7122 West Okanogan Place
City: Kennewick
State: WA **Zip:** 99336

SUBMITTER INFORMATION

Name: Al Thompson
Title: Captain
Email: al.thompson@co.benton.wa.us
Phone: (509) 735-6555
Fax: (509) 736-3895

COMMENTS

Paint Change from white to Silver at quote of \$125.00 also tinted glass at quote \$425.00.

TITLE INFORMATION

Legal Owner:

TITLE INFORMATION

Registered Owner:

DEALER INFORMATION

Contract #: 05308
Dealer: BUD CLARY AUTO DEALERSHIPS (W262)
Address: 1030 Commerce Ave.
 Longview WA 98632

COLORS ORDERED

Description	Qty
White	1

OPTIONS ORDERED

Commodity #	Description	Qty	Price	Ext. Price
1	2319185001 Van, 8 Passenger, 2009 Chevrolet Express (CG23406) with all contract required equipment and the following options:	1	\$20,999.00	\$20,999.00
2	2319185022 Delete Cruise Control/Tilt Steering Wheel(-ZQ3)(Deduct)	1	(\$300.00)	(\$300.00)
3	2319185027 Keys, Set of 2 Instead of 4 (DLR)* (Deduct)	1	(\$30.00)	(\$30.00)
4	2319185033 Power Windows/Door Locks (ZQ2)	1	\$395.00	\$395.00
5	2319185036 Running Boards, L & R (Door Length Driver, Full Length Passenger, 4 Inch Drop) (6 Inch HD Aluminum)(DLR)*	1	\$625.00	\$625.00
6	2319185039 Seating, 12 Passenger, Added Rear Bench, (Includes 2319-185-025,9800# GVV, (Not avail w/ 2319-185-013 AWD) (Not available for K-12 school bus use or with All Wheel Drive Model.)(CG33406/ZX5)	1	\$2,080.00	\$2,080.00
7	2319185040 Stereo, AM/FM/CD (UIC)	1	\$169.00	\$169.00
8	2319185042 Towing Package (Frame Mounted Platform Hitch, 7 Wire Harness, w/sealed 7 Pin Connector)(Z82)	1	\$220.00	\$220.00

Total Vehicle Cost w/Options: \$24,158.00
8.0% Sales Tax: \$1,932.64
Total Order Cost: \$26,090.64

ACCOUNTING INFORMATION

REF	[MASTER INDEX]				SUB					
DOC	TRAN			APPN	PROGM	SUB	SUB	ORG	SUB	PROJ
SUF	CODE	MOD	FUND	INDEX	INDEX	OBJ	OBJ	INDEX	PROJ	PHASE

Print Form

Place Another Order

VAT Home Page

Vehicle Requisition Form

8 Passenger Van

~~Chevrolet Express~~

Instructions: Complete this online form and click on the 'Submit Requisition' button below to transmit your vehicle requisition for processing. (If you want to see what your vehicle will cost without submitting a requisition, complete the equipment portion only and *click* the 'Print Form' button.)

For additional help or instructions, please click on the following symbol  throughout the order form.

CONTRACT AND VENDOR INFORMATION



Contract # ~~05308~~ (Word® format - Viewing Word files)

Dealer: BUD CLARY AUTO DEALERSHIPS (W262)
1030 Commerce Ave.
Longview WA 98632

Delivery: 90-120 Days

Payment Terms: \$200 Per Vehicle Discount For Payment Within 20 Days of Delivery, Net 30

Sales Tax: 8.0%

Commodity #	Vehicle Description	Base Price
2319-185-001	Van, 8 Passenger, 2009 Chevrolet Express (CG23406) with all contract required equipment and the following options: Contract required equipment	\$20,999.00

EXTERIOR COLORS

 **ORDER QUANTITY:** Please enter the vehicle quantity required for each color. The vehicle quantities entered here will be used to calculate the total order cost.

NOTE: Each Vehicle on this order must have the same equipment options.

 White	 Wheatland Yellow
 Woodland Green	 Doeskin Tan
 Black	 Victory Red
 Tangier Orange	
	 Total Vehicles

OPTIONS (Click the box next to the desired vehicle options)



Commodity #	Option Description	Price Ea.
<input type="checkbox"/> 2319-185-010	Credit for pickup from selling Dealer instead of vehicle being driven to customer(Orders for Eastern WA) (DLR) (Deduct)*	(\$50.00)
<input type="checkbox"/> 2319-185-011	Credit for pickup from selling Dealer instead of vehicle being driven to customer (Orders for Western WA) (DLR) (Deduct)*	(\$50.00)
<input type="checkbox"/> 2319-185-012	Air Conditioning, front only (deletes rear air and aux. rear heater) (Not available w/2319-185-045) (Deduct)	(\$650.00)
<input type="checkbox"/> 2319-185-013	All Wheel Drive Model(Includes 5.3L V8 FFV E85 Engine, 7300#GVWR, P245/75R16 Tires)(not avail w/2319-185-039)	\$1,895.00

	(CH13406)	
<input type="checkbox"/>	2319-185-014 Battery, HD 770CCA(UAI)	\$50.00
<input type="checkbox"/>	2319-185-016 Carpeting instead of Rubber Floor mat covering(B30)	\$150.00
<input type="checkbox"/>	2319-185-017 Cloth Seat Surfaces 8 Passenger (AS5)	\$144.00
<input type="checkbox"/>	2319-185-018 Cloth Seat Surfaces when ordered w/12 Passenger (AS5) (Included with ILT Trim)	\$195.00
<input type="checkbox"/>	2319-185-019 Cloth Seat Surfaces when ordered with 5 passenger (AS5)	\$96.00
<input type="checkbox"/>	2319-185-020 Console, Center Storage Engine Cover (BA3)	\$16.00
<input type="checkbox"/>	2319-185-021 Defroster, Electric Rear Window(C49)	\$129.00
<input checked="" type="checkbox"/>	2319-185-022 Delete Cruise Control/Tilt Steering Wheel(-ZQ3)(Deduct)	(\$300.00)
<input type="checkbox"/>	2319-185-023 Door, Sliding Right side w/Flip Out Window(YA2)	\$125.00
<input type="checkbox"/>	2319-185-024 Exterior Upgrade Package (Chrome Bumpers, Halogen Lamps) (Included with 1 LT Trim) (ZA7)	\$295.00
<input type="checkbox"/>	2319-185-025 GVW Increase, 9600#(Not available w/ AWD 2319-185-013) (CG33406)	\$1,780.00
<input type="checkbox"/>	2319-185-026 Heater, Engine Block (V10)	\$63.00
<input checked="" type="checkbox"/>	2319-185-027 Keys, Set of 2 Instead of 4 (DLR)* (Deduct)	(\$30.00)
<input type="checkbox"/>	2319-185-028 Lights, Reading, Additional Fixture for Center Bench Seat (DLR)*	\$205.00
<input type="checkbox"/>	2319-185-029 Manual Shop/Service, Paper (DLR)*	\$150.00
<input type="checkbox"/>	2319-185-030 Mirrors, Power Heated (Also requires purchase of 2319-185-045)(DE5)	\$93.00
<input type="checkbox"/>	2319-185-031 Partition Full Metal Mesh Screen Mounted Behind Rear Seat (8 Passenger Only) (DLR)*	\$525.00
<input type="checkbox"/>	2319-185-032 Power Driver's Seat (avail only w/2318-185-045)*AG1	\$230.00
<input checked="" type="checkbox"/>	2319-185-033 Power Windows/Door Locks (ZQ2)	\$395.00
<input type="checkbox"/>	2319-185-034 Remote Keyless Entry w/Two Transmitters (Included with 1 LT Trim)(AU0)	\$140.00
<input type="checkbox"/>	2319-185-035 Remote Keyless Entry, Additional Transmitter (DLR)*	\$105.00
<input checked="" type="checkbox"/>	2319-185-036 Running Boards, L & R (Door Length Driver, Full Length Passenger, 4 Inch Drop)(6 Inch HD Aluminum)(DLR)*	\$625.00
<input type="checkbox"/>	2319-185-037 Seat Belt Extender (DLR)*	\$0.00
<input type="checkbox"/>	2319-185-038 Seating 5 Passenger (2nd Row Bench Seat) (Not avail w/ 2319-185-013 AWD) (ZP5)(Deduct)	(\$130.00)
<input checked="" type="checkbox"/>	2319-185-039 Seating, 12 Passenger, Added Rear Bench, (Includes 2319-185-025,9600# GVW, (Not avail w/ 2319-185-013 AWD) (Not available for K-12 school bus use or with All Wheel Drive Model.)(CG33406/ZX5)	\$2,080.00
<input checked="" type="checkbox"/>	2319-185-040 Stereo, AM/FM/CD (UIC)	\$169.00
<input type="checkbox"/>	2319-185-041 Stock Vehicle Up charge, Dealer Stock Vehicle With All Contract Required Equipment, Color White, Delivery Within 7Days When Available (DLR)*	\$250.00
<input checked="" type="checkbox"/>	2319-185-042 Towing Package (Frame Mounted Platform Hitch, 7 Wire Harness, w/sealed 7 Pin Connector(Z82)	\$220.00
<input type="checkbox"/>	2319-185-043 Trailer Hitch Receiver, Class IV for bike rack, (No Wiring) (DLR)*	\$200.00
<input type="checkbox"/>	2319-185-044 Seating, 11 Passenger Conversion (Includes 2319-185-045,2319-185-025 1LT, 9600#GVW,center aisle seating, Reading Lights, Pop out Windows, High back reclining seats,added AC Vents, Running Boards, First Aid Kit, Fire Extinguisher, Reflective Triangle Kit) (Not avail w/ 2319-185-013 AWD)(CVC)(CVC12)	\$7,000.00

<input type="checkbox"/>	2319-185-045	Vanpool Upgrade Package, 1LT Preferred Equipment Group (Includes Cloth seat trim, Carpeting w/floor mats, Power windows, Power Door Locks, Chrome Bumpers and Grilles, Remote Keyless entry with 2 Transmitters, Auxiliary Lighting, Engine Console)(1LT)	\$400.00
<input checked="" type="checkbox"/>	2319-185-046	Warranty, Delayed Start (Dealer provides mail in card) (DLR)*	\$0.00
<input checked="" type="checkbox"/>	2319-185-047	Manufacturer to Dealer Order Acknowledgement Document Faxed to Customer Delivery Address (DLR)*	\$0.00
<input checked="" type="checkbox"/>	2319-185-048	FTA Funded Purchase, FTA Clauses Incorporated (DLR)*	\$0.00
<input checked="" type="checkbox"/>	2319-185-049	Fire Extinguisher, 2.5# Dry Chemical ABC rated w/mounting bracket, Delivered w/vehicle, uninstalled (DLR)*	\$28.00
<input checked="" type="checkbox"/>	2319-185-050	Flare Kit, 3 Piece Triangle w/storage box for roadside emergency use, Delivered w/vehicle, uninstalled (DLR)*	\$30.00

* Dealer Option

Total Vehicles:

Total Vehicle Cost w/Options:

Sales Tax:

Total Order Cost:

PROCESS VEHICLE ORDER

If you have completed selecting colors and options for your vehicle order, please *Click* the 'Continue >>' button to complete the vehicle order process.

26,090.64

125.00 PAINT

425.00 TINT

\$ 26,640.64

+539.36 LEFT

9:05 am

Executive Session

4th Quarter Litigation Update

R Brown

9:10

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 12 Jan 2009 Subject: "salmon recovery" Memo Date: 07 Jan 2009 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
	X	X

SUMMARY & BACKGROUND

Alex Conley, Executive Director of the Yakima Basin Fish and Wildlife Recovery Board (YBFWRB) will have a workshop with commissioners about the YBFWRB. I am not sure if Alex has ever met with the Board directly before, and I would like for him to give an annual recap much the way some of our other community partners do.

Alex will give some background as to the short history of the YBFWRB specifically, and also how the various "salmon recovery" efforts have evolved and gelled over the past decade. He will discuss how YBFWRB works, and the kinds of projects and programs they have been working on. It might be a good time to re-clarify local governments' roles and involvement with YBFWRB, and how we can all work together effectively. Alex should be able to comment on successes and shortcomings in regards to fish and wildlife recovery in the Yakima Basin, and other water-related issues to some extent. Finally, he should be able to lay-out the path going forward and discuss some projects and accomplishments that are on the horizon.

I have enjoyed working with Alex over the last couple of years since he has been the YBFWRB Director, and I find him a capable quick-study who is adaptable and personable. His office is in Yakima, and our YBFWRB Board meetings are on an as-needed basis about every 6-8 weeks.

There are no materials for commissioners to review ahead of time. Alex just wants to have a conversation with the Board, and he might provide you with some additional material at the meeting.

###

9:40

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 12 Jan 2009	Execute Contract	Consent Agenda
Subject: BCD update	Pass Resolution	Public Hearing
Memo Date: 07 Jan 2009	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By: LSK	Other X	Other X

SUMMARY & BACKGROUND

I schedule workshops with the Benton Conservation District (BCD) roughly three times per year to update commissioners on the progress of projects and programs that the District oversees. Mark Nielson, the BCD Director, will discuss these items with the Board and may be joined by additional staff and BCD board members.

###

10:00

**BENTON COUNTY
SUMMARY COVER SHEET**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Workshop for Interlocal Agreement for 2060 Affordable Housing for All Funds	<input type="checkbox"/> Execute Contract	<input type="checkbox"/> Consent Agenda
	<input 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: Robin Callow	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services has presented an Interlocal Agreement for consideration by the Cities within Benton County in order to meet the legal requirements to begin the distribution of the Benton County Affordable Housing for All 2060 Funds. A workshop is being presented to the Board of Commissioners in order to update them on the status of this process.

WORKSHOP

Consists of an overview of the work to date, relevant data, and the current status of the Interlocal Agreement between Benton County and the Cities within its jurisdiction.

Benton County 2060 Funds "Affordable Housing for All"
Interlocal Agreement Workshop
Board of Commissioners

December 8, 2008

Beginning in March 2008, the Dept. of Human Services, in coordination with the Benton County Prosecuting Attorney's Office, presented to the Cities of Benton City, Kennewick, Richland, Prosser, and West Richland an Interlocal Agreement to begin the distribution of Benton County 2060 Funds. Technical assistance was provided to all of the cities, including presentations and workshops.

Clarification of three points was requested by the Cities of Kennewick and Richland.

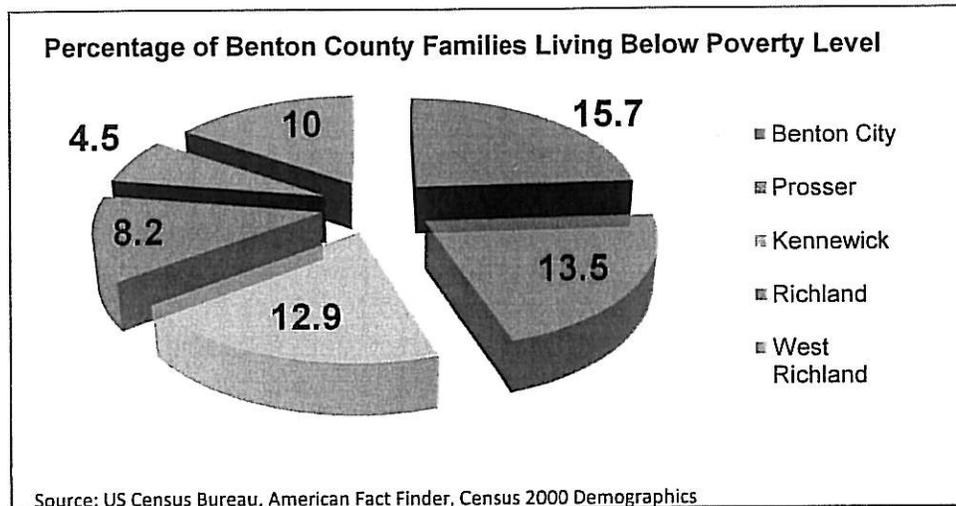
1. Explanation on the non-voting role of the Director of Human Services.
2. Removal of language specifying geographic equity, so that the "Surcharge Steering Committee" who will be locally appointed, government employed representatives from each of the Cities and the Benton County Administrator's Office, may have input once convened. This Committee will make funding recommendations to the Benton County Board of Commissioners for final consideration.
3. The Operating Bylaws accompanying the Agreement called for the "Surcharge Steering Committee" to make recommendations to the Board of Commissioners based on "One City, One Vote". The City of Kennewick requested three votes, stating that their population size should merit the increase.

The Department of Human Services conducted research on this request with the following results:

1. Benton County is in a unique position of having two major population dense cities within its jurisdiction which would not equitably support a population based voting strategy that favored only one city.
2. Utilizing standard housing definitions which divide a major city and its population from the rest of a county, including smaller cities, towns, and unincorporated areas. This is described as "The County and the Rest" for calculating population and poverty levels by geographic locations. DHS found that the population statistic differences were insufficient to justify an increase in votes to one entity.

CITY AND TOWN POPULATION AS OF APRIL 1, 2007	
City/Town	Population
Kennewick	62,520
Richland	45,070
Benton County and the Rest: (includes the following jurisdictions)	52,736
Unincorporated Benton County	36,525
Benton City	2,860
Prosser	5,075
West Richland	10,850
(Source: Washington State Office of Financial Management, Benton County Profile, March 2008.)	

3. Poverty level calculations for the County reveal that smaller towns and rural areas have a high level of need for affordable housing programs, as well as urban areas.



4. Historically, Tri-Cities' non-profit organizations and service providers cross city limit boundaries, allowing agencies with offices located in one jurisdiction to provide services in many locations throughout the County.

Status: On April 8, 2008 DHS presented a workshop to the Kennewick City Council on the Interlocal Agreement. It was moved forward to the Consent Agenda for ratification at the April 15, 2008 Council meeting. At that time, it was withdrawn for further discussion.

- DHS has met regularly with City representatives and issued an amendment for clarification on points 1 and 2 (see above) as requested by the City. To date, Kennewick remains committed to having three votes in order to participate in the Interlocal Agreement.
- Benton City, Richland, Prosser, and West Richland have all ratified both the Interlocal Agreement and the subsequent Amendment for clarification and are ready to begin participation.
- Review of the legislation by the Prosecuting Attorney's Office and research conducted on other jurisdictions reveal that the Interlocal Agreement may move forward without the participation of all the cities within a county.

Recommendation to the Board of Commissioners: DHS recommends that the Benton County Board of Commissioners consider moving forward on ratifying and implementing the Interlocal Agreement in order to allow the County to release these funds to the public which are crucial for affordable housing opportunities. The City of Kennewick may be invited to participate either at any time, or at the time of the Interlocal Agreement's renewal process in five years. The City of Kennewick and any agencies, organizations, or service projects requesting funding that fall within its jurisdiction may be eligible to apply under the same criteria as any other participant in the Interlocal Agreement or as defined by its Operating Bylaws and pursuant to RCW 36.22.178 and Chapter 43.185C RCW.

BENTON COUNTY 2060 INTERLOCAL AGREEMENT



AFFORDABLE HOUSING FOR
ALL FUND

DECEMBER 8, 2008

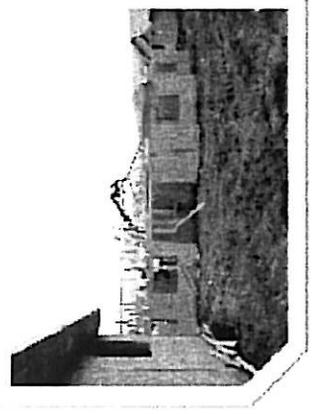
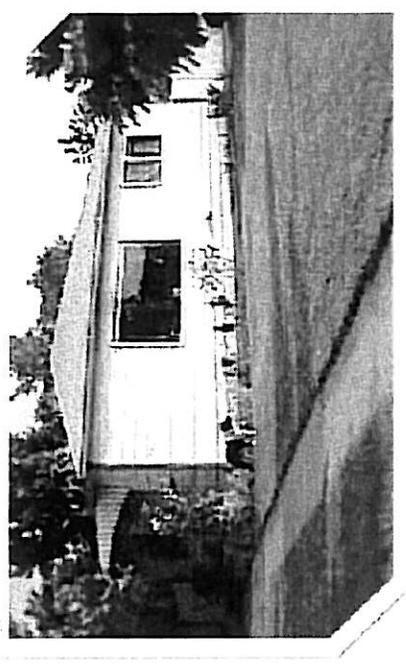
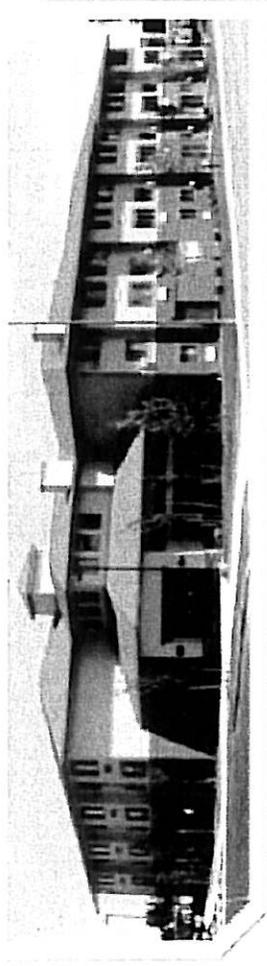
DEDICATED SOURCE OF FUNDING FOR HOUSING

- Substitute House Bill 2060 enacted in Washington State on June 13, 2002
- Created a \$10.00 document recording surcharge on certain locally generated documents to be utilized for low-income housing
 - Year 1 Budget: **\$500,000**
 - Year 2 Budget: **\$500,000**
 - Year 3 and Beyond: **\$150,000****

*(**Figures are approximate and dependent upon the local economy)*

CRITICAL SOLUTIONS TO THE HOUSING AFFORDABILITY CRISIS

- Creation of Affordable Units
- Preservation of Existing Affordable Units



Photographs from Top to Bottom: SEC Affordable Housing, Affordable Senior Housing, Richland Housing Authority, Section 8 Home; Richland Housing Authority, Construction of Farmworker Housing Project in Benton City.

ADMINISTRATIVE OVERSIGHT

- Benton County
 - Local portion of 2060 funds is to be administered pursuant to an Interlocal Agreement between the County and the Cities within the County
 - 60% of funds retained locally
 - “Affordable Housing for All Fund”
- Department of Community, Trade and Economic Development (CTED)
 - 40% of remainder of funds
 - Housing Trust Fund

KEY DIFFERENCES

2060 VERSUS 2163

- Affordable Housing for All Funds (2060)
 - Creates Surcharge Steering Committee of City and County employed representatives
 - May serve those individuals at or below **50 %** of average area median income
 - Ability to utilize for low income individuals, including those who are ***currently housed and employed***
 - Does ***not*** address the provision of services



ELIGIBLE USES OF 2060 FUNDS

- Acquisition, construction, or rehabilitation of affordable units
- Operations and maintenance assistance
- Operating costs for emergency shelters and licensed overnight youth shelters
- Rental assistance

ASSOCIATED EXISTING INTERLOCAL AGREEMENTS

- “Homeless Housing and Assistance (2163)”
 - Interlocal Agreement enacted in 2005
 - Utilizes similar source of funding
 - Currently funds are subcontracted to a non-profit organization
 - Utilized for a variety of services for homeless individuals only, including rental assistance
 - **No Surcharge Steering Committee**

BENTON COUNTY, WASHINGTON AVERAGE MEDIAN FAMILY INCOME GUIDELINES

Median Income
\$61,200

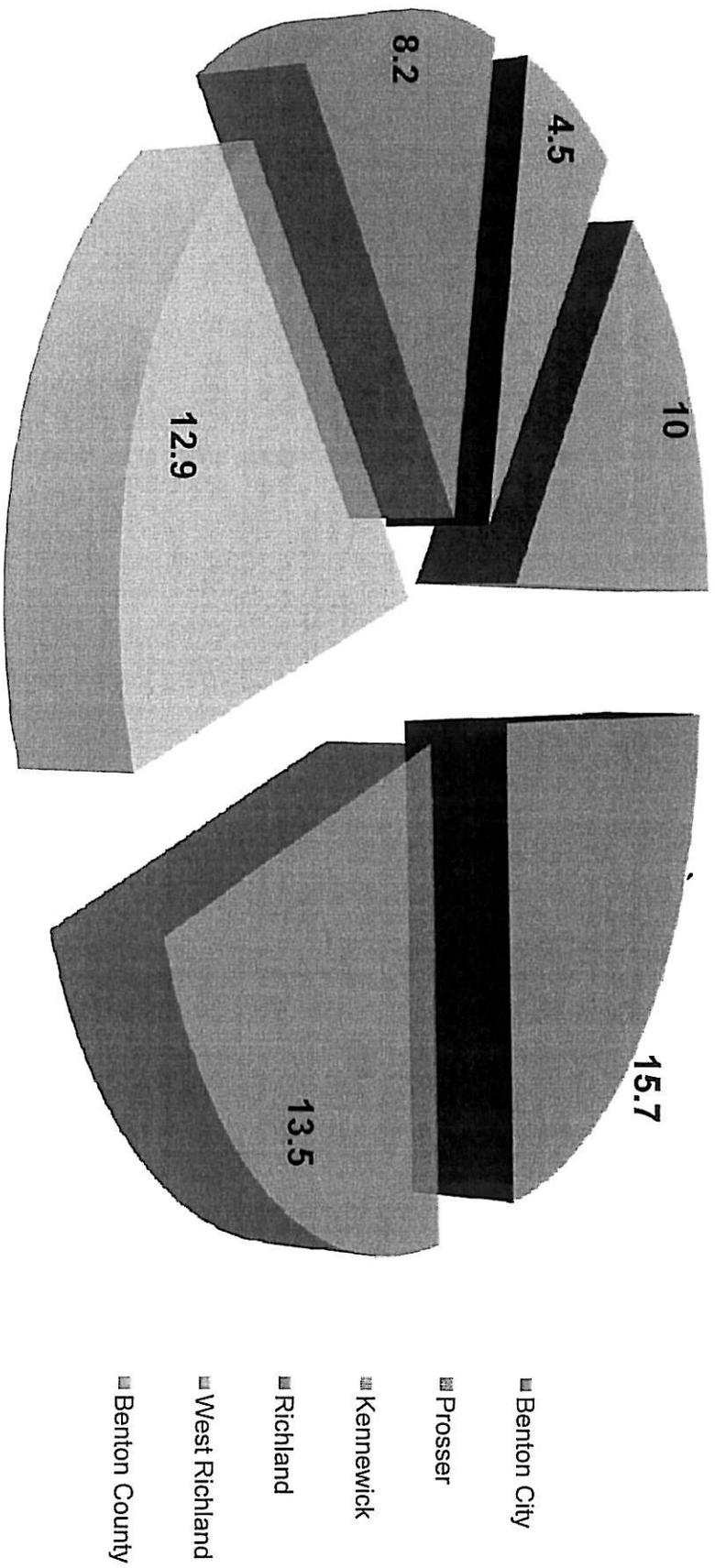
FY 2008 Income Limit Category		1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
<u>Very Low (50%) Income Limits</u>	<u>Extremely Low (30%) Income Limits</u>	\$21,650	\$24,750	\$27,850	\$30,950	\$33,450	\$35,900
	<u>Low (80%) Income Limits</u>	\$13,000	\$14,850	\$16,700	\$18,550	\$20,050	\$21,550
		\$34,650	\$39,600	\$44,550	\$49,500	\$53,500	\$57,450

2008 HHS POVERTY GUIDELINES

Persons In Family or Household	48 Contiguous States and D.C.
1	\$10,400
2	14,000
3	17,600
4	21,200
5	24,800
6	28,400
7	32,000
8	35,600
For each additional person, add:	3,600

PERCENTAGE OF POPULATION LIVING BELOW POVERTY LEVEL

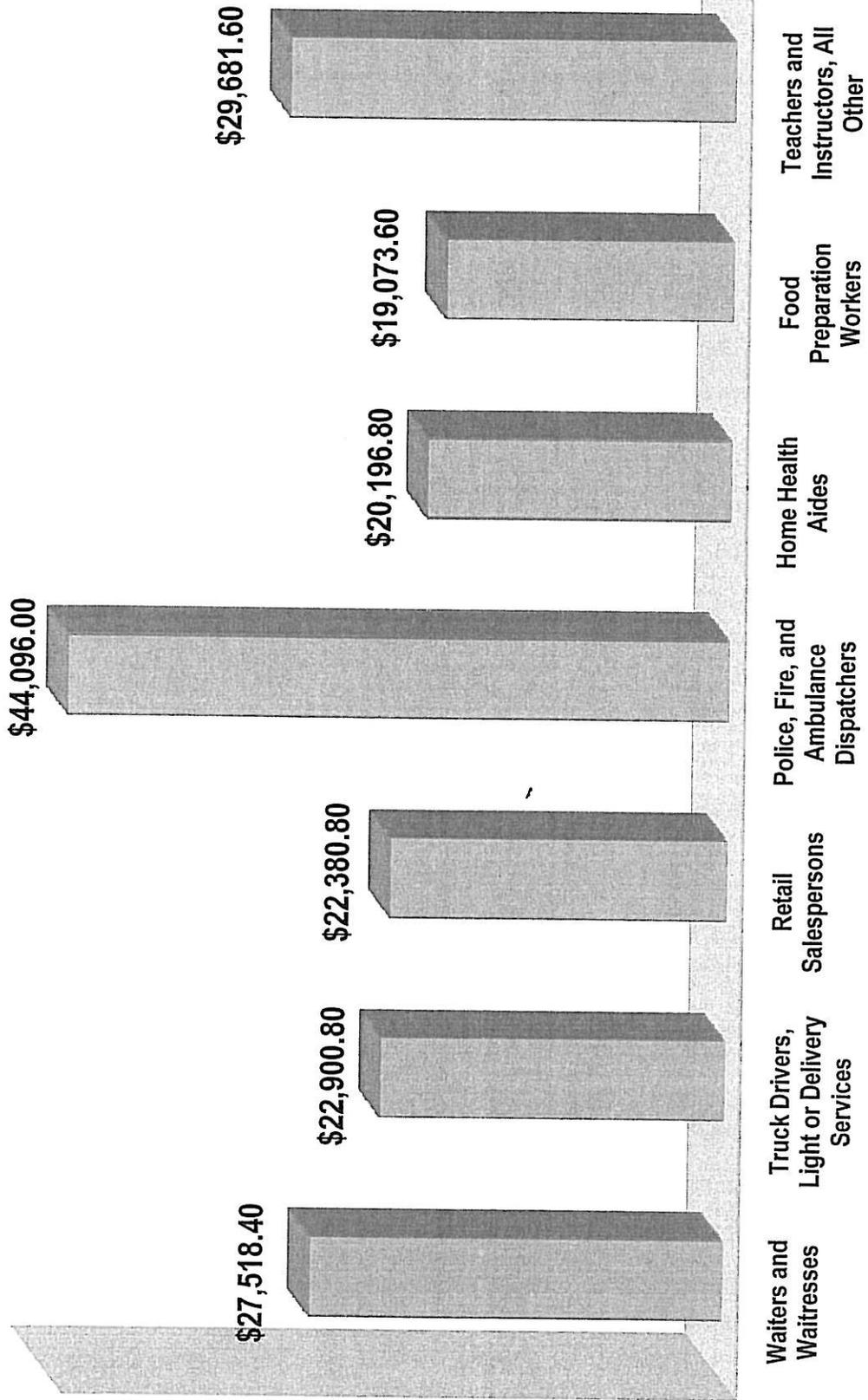
Percentage of Population Living Below Poverty Level



Source: US Census Bureau, American Fact Finder, Census 2000 Demographics

Source: US Census Bureau, American Fact Finder, Census 2000 Demographics

BENTON COUNTY AVERAGE MEDIAN YEARLY WAGES- MARCH 2008



ONE PAYCHECK AWAY . . .

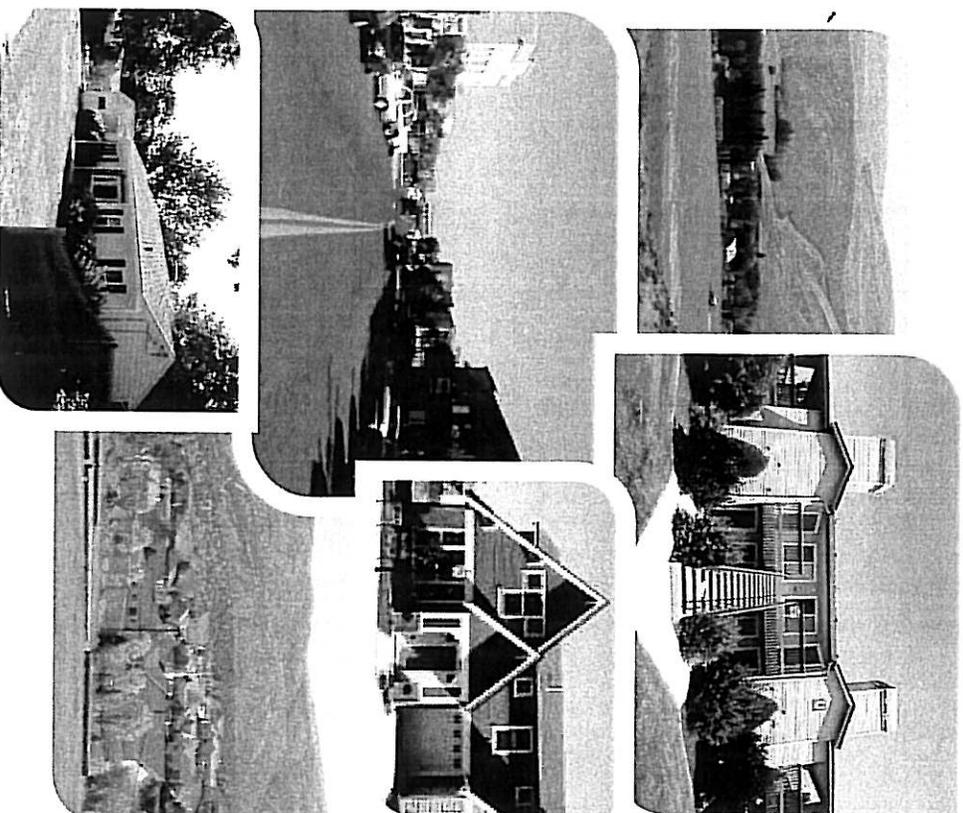
“Affordable housing continues to be a major problem. While there are ample vacancies in the Tri-Cities, low-income persons, the homeless and persons in crisis typically are unable to meet housing costs. The number of persons and especially families that are a paycheck away from homelessness is increasing. One-half of low- and moderate-income households in the two counties pay more than 30% for their income for rent, and a homeless person with little or no income from employment can little afford to pay for housing.”

JURISDICTIONAL GOALS

- **Affordable Housing for All Funds (2060)** use must be consistent with the goals of local area housing plans, including:
 - **County and City Comprehensive Plans**
 - **10 Year Homeless Housing Plan for Benton and Franklin Counties**
 - **Tri-City HOME Consortium Consolidated Plan**
 - **Community Stakeholder Reports**

BENTON COUNTY'S COMPREHENSIVE PLAN - HOUSING

- **Goal 10:** To provide a variety of dwelling unit types and densities within the County with maximum choice of living environments, considering the needs of the public at all economic levels.
- **Goal 11:** To provide for a variety of residential uses/densities consistent with rural character and lifestyles.
- **Goal 12:** To preserve existing, viable, rural residential areas.
- **Goal 13:** Enable the provision of farm worker housing by and for the agricultural community.



REQUESTS FOR CLARIFICATION

- **Amendment Submitted and Ratified by Participating Cities:**
 - Clarify the role of the Department of Human Services
 - Remove language regarding geographic equity from the Operating Bylaws to enable the Surcharge Steering Committee to address equity



TECHNICAL ASSISTANCE PROVIDED

- Coordination with Benton County Prosecuting Attorney's Office
- Discussions, clarification, and updates
- Presentations and workshops
- Research on best practices from other jurisdictions

UNIQUE NATURE OF THE TRI CITIES

For Example:

Kennewick

Kennewick Housing Authority

- Located within Kennewick City Limits
- Could develop housing in Finley

SEC Affordable Housing

- Tri City Terrace – Richland Completed
- Edison Terrace – Kennewick Recently Completed
- Future Plans – Include development in Pasco

Benton Franklin Community Action Committee located in Franklin County and Serves Residents in

- Kennewick
- Pasco
- Richland

- ❑ History of community agency partnerships and activities crossing city limits



OPERATING BYLAWS

- ‘Surcharge Steering Committee’ of locally appointed, government employed representatives
 - City Staff
 - Benton County Administrator
- Annual recommendations to the Benton County Board of Commissioners for awards
- Ensures government accountability and good stewardship of public dollars

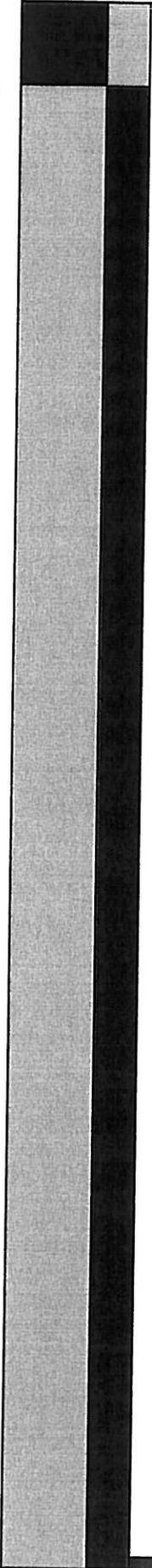


FUNDING PROCESS

- Annual NOFA
- Competitive Process
- Grants and 0% Loans
- Surcharge Steering Committee
Deliberations and Recommendations
- Benton County Board of Commissioners
Award Funding

ADMINISTRATION AND TECHNICAL ASSISTANCE

- Administration and monitoring of the funding process
 - Benton and Franklin Counties Department of Human Services
 - Bi-county government entity
 - Technical assistance for community applicants and Surcharge Steering Committee
- Ongoing monitoring of award recipients



Thank You

*Benton and Franklin Counties
Department of Human Services
December 8, 2008*

10:15 am

Update on Historical Grant

Process

D Davidson

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>1/12/08</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Supplemental</u>	Pass Resolution	_____	Public Hearing
	<u>Budget</u>	Pass Ordinance	_____	1st Discussion
Prepared by:	<u>M.Ault</u>	Pass Motion	_____	2nd Discussion
Reviewed by:	<u>Andy Miller</u>	Other	<u>X</u>	Other

10:30

BACKGROUND INFORMATION

The City of West Richland has asked our office to prosecute City of West Richland misdemeanors and gross misdemeanors in District Court. As you know, we have a statutory obligation to prosecute their Juvenile cases as well as their Felony cases but adult misdemeanor prosecution is their responsibility. That is why they would contract with us for the prosecution. I have met with the City of West Richland and we have agreed as to costs to our office which would be paid by the City of West Richland. We are asking for an increase in our temporary help budget for a support staff position in the amount that would be reimbursed by the contract. This will not cost the County any money as it would be reimbursed by the West Richland Contract. We are asking for an increase in supplies which would be fully reimbursed by the City of West Richland. We are asking for an extra Deputy Prosecutor position. Most of the cost would be covered by the West Richland Contract which pays for prosecution services as well as reimbursement for my time and our Office Administrator's time. The extra cost would be justified to the Board on the basis that we need extra help in the prosecution of mental health commitment proceedings, civil side and criminal side but the budget does not allow for an additional full-time prosecutor. We could use part of this prosecutor position to help with workload pressures without adding a full-time position.

SUMMARY

- (1) We are asking for a part-time support staff position. This part-time position would not cost the County any money as it would come from existing temporary help which would be reimbursed by the West Richland Contract.
- (2) We are asking for an increase in supplies which will be completely reimbursed by the City of West Richland.
- (3) We are asking for an extra Deputy Prosecutor position. Most of the cost will be paid by the West Richland Contract. The part not reimbursed will be used to meet existing workload issues.

RECOMMENDATION

Schedule a public hearing to consider a supplement to our 2009 budget in the amount of \$74,054.

FISCAL IMPACT

\$27,552 - This is the amount Benton County would have to pay to have a half-time prosecutor to cover workload issues on mental health hearings, civil cases, and appeal overflow.

MOTION

Move to schedule a public hearing for as soon as possible after appropriate notice is given.

Commissioner's Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name:	Current Expense	Fund Number:	0000-101
Dept Name:	Prosecutor's Office	Dept Number:	117

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
515.200.1563	DPA (at 15B)	49,872	49,872
515.200.2102	Social Security	3,815	116,662
515.200.2103	Medical	9,120	268,786
515.200.2104	Retirement	4,144	125,205
515.200.1175	Temporary Help	5,853	26,615
515.100.3101	Supplies	1,250	18,250
Total Supplement		\$74,054	

Revenue

Fund Number	Item Name	Amount
338.15.0003	Legal Services to City of West Richland	46,502
288.00.000	Fund Balance	27,552
Total Revenue		\$74,054

Basis for Supplement:

The City of West Richland has asked our office to prosecute City of West Richland misdemeanors and gross misdemeanors in District Court. As you know, we have a statutory obligation to prosecute their Juvenile cases as well as their Felony cases but adult misdemeanor prosecution is their responsibility. That is why they would contract with us for the prosecution. I have met with the City of West Richland and we have agreed as to costs to our office which would be paid by the City of West Richland. We are asking for an increase in our temporary help budget for a support staff position in the amount that would be reimbursed by the contract. This will not cost the County any money as it would be reimbursed by the West Richland Contract. We are asking for an increase in supplies which would be fully reimbursed by the City of West Richland. We are asking for an extra Deputy Prosecutor position. Most of the cost would be covered by the West Richland Contract which pays for prosecution services as well as reimbursement for my time and our Office Administrator's time. The extra cost would be justified to the Board on the basis that we need extra help in the prosecution of mental health commitment proceedings, civil side an for an additional full-time prosecutor. We could use part of this prosecutor position to help with workload pressures without adding a full-time position.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

- Approved for Hearing
- Denied

10:35

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 12 Jan 2009 Subject: Ecology letter Memo Date: 07 Jan 2009 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
	X	X

SUMMARY & BACKGROUND

Attached for commissioner consideration is a letter of comment to the Washington Department of Ecology. The letter pertains to the "Supplemental Draft Environmental Impact Statement – Yakima River Basin Water Storage Feasibility Study", and I have also attached the 15-page summary from that document. The cover letter (also attached), and the summary explain why Ecology added this extra step in the process that they are undertaking jointly with the US Bureau of Reclamation to assess water resource management in the Yakima Basin.

The Board providing scoping comments for this document back in July (also attached).

There will be a follow-up in two weeks, as staff is also reviewing Reclamation's final document and drafting a letter accordingly.

ACTION NEEDED

If comment is going to be made on this matter, it must be postmarked by the end of business on Friday, January 16th. If the Board wishes to provide comment, it should either approve the letter as presented, or with modifications with the Chairman authorized to sign the letter and send it this week.

###

NEW
LETTER

12 January 2009

Derek Sandison, Central Region Director
Washington Department of Ecology
15 West Yakima Avenue – Suite 200
Yakima, Washington 98902-3452

Re: Yakima Supplemental Draft

Dear Mr. Sandison,

Benton County is in receipt of the recent "Supplemental Draft Environmental Impact Statement for the Yakima River Basin Water Storage Feasibility Study" ("Study"), as prepared by the Washington Department of Ecology ("Ecology"). Thank you for the opportunity to provide feedback.

As you are aware, Benton County has followed both the joint and separated processes of the Washington Department of Ecology ("Ecology") and the United States Bureau of Reclamation ("Reclamation") closely and throughout. We have commented previously along the way, and we provided scoping feedback for this Study this past summer (reference, Benton County letter dated 28 July 2009).

Benton County is not endorsing either of the specific alternatives discussed in this Study at this time. Ecology has provided analysis of a complex package of options and opportunities in this Study, and we are commenting on that package.

In general, we commend Ecology for getting the Supplemental Draft done in a timely fashion. As noted in our scoping letter, we hoped that this process would be focused and efficient, without an over-expenditure of resources that could be used on beneficial projects instead of endless study. Also, while we still have some concerns, it appears that a good-faith effort was made to address the many suggestions offered during the scoping period by Benton County and other entities.

Specific comments on topics discussed in the Study...

Benton County is Part of the Yakima Basin

One of the points we tried to make very strongly in our scoping comments this past summer – and have made before, was the frequent disconnect we observe in Yakima Basin discussions when the lower watershed and Benton County are often found to be absent from such discussions. This occurs over a wide range of topics, from projects, to economics, to habitat evaluations, to simple data collection. In reviewing Section 5.13 of the Study, beginning on page 5-93, we again found an example of this disconnect. The “Jobs and Income” subsection discusses population and economic trends at some length, but makes references only to Kittitas and Yakima Counties in the text and table, with no citation of trends and data for Benton County; even though the Benton County portion of the Basin has shown the most dynamic shifts and growth in agriculture, commerce, industry, and population over the past decade. We again state that going forward, we hope the Department of Ecology will remember that more Yakima River water flows through Benton County than anywhere else.

Increased Water Storage

The Study evaluates both surface and sub-surface new storage opportunities, and most of the focus is on two variations of a possible Bumping Lake expansion. One of the goals of this Study process, as stated in the original report of January 2008 is to improve and maintain the water supply for proratable users by not less than 70% in “dry years”, while maintaining basic in-stream and municipal needs.

Reclamation’s assessment of the “Bumping Lake – Large” option is that while it would help meet irrigation supply needs much of the time, it would not be able to meet the 70% threshold in the third or subsequent years of a prolonged drought. Certainly the “Bumping Lake – Small” option would be even less effective. Given the future climatological changes that are assumed by both Reclamation and Ecology, we are concerned about the ability to even fill either version of the enlarged Bumping reservoir on a dependable basis. In this current Study, Ecology assumes a different reservoir management scheme whereby more water would be retained at Bumping and used for drought years only. This would probably help address the concern we have, but it still has the flavor of “incremental remedies” to deal with a larger issue.

Integrated Approach

The “Integrated Water Resource Management Alternative” package that Ecology has assembled and evaluated is to be commended for its comprehensive and holistic approach. However in looking at this option, we are left with two threshold concerns that have not been adequately addressed.

The first concern, is for the ability of the region to even come close to implementing this package if it is chosen as the path forward. In concept, all of these otherwise disparate

pieces are connected in the "big picture"; but in actuality what has been presented is a myriad of individual projects requiring exhausting episodes of further review and approval. This is not even to mention the cooperation of untold numbers of entities and of funding sources that are equally numerous and as yet unidentified. How much of this package could realistically be implemented even within the first decade? In its "next steps", "path forward", or equivalent section of the Final EIS, Ecology needs to discuss implementation of this alternative or a revised version thereof if it is indeed selected by the Ecology-Reclamation team. The water resources managers need to "get real" with the affected public, and lay-out a credible action plan for how this type of approach would be accomplished within an acceptable timeframe.

The second threshold concern again calls into question the efficacy of the "integrated approach" as analyzed in the Study. As stated above, we are not convinced that adequate storage for fisheries, municipal, and irrigational needs are accommodated in this approach, even with full implementation of all other aspects of this alternative. Climate changes and the geographical realities of the Bumping basin leave us wondering just how achievable a fully-performing Bumping Lake really is.

Again, we appreciate your work on this important issue, and we appreciate the opportunity to provide feedback. We look forward to seeing the Final EIS later this spring.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max E. Benitz, Jr., Chairman

cc: Board of County Commissioners – Kittitas County
Board of County Commissioners – Klickitat County
Board of County Commissioners – Yakima County
Jeff Tayer, Director (Region Three) – WDFW
Alex Conley, Executive Director, YBFWRB
Chuck Klarich, YBSA

28 July 2008

OLD
LETTER

Derek Sandison, Central Region Director
Washington Department of Ecology
15 West Yakima Avenue – Suite 200
Yakima, Washington 98902-3452

Re: Yakima River Basin DS and SDEIS

Dear Mr. Sandison,

Benton County is in receipt of the recent "Determination of Significance and Request for Comments on Scope of Supplemental Draft Environmental Impact Statement for the Yakima River Basin Water Storage Feasibility Study" ("DS" and "SDEIS"), as prepared by the Washington Department of Ecology ("Ecology"). Thank you for the opportunity to provide feedback.

As you are aware, Benton County provided extensive comment on the original Storage Study this past spring, and our March 31 letter is attached hereto for your convenience. That comment still stands as our position on the Study in specific, and on future storage options in the Yakima Basin in general. In addition, we do have a few comments on the new DNS document you have provided.

In the "Fish Passage" section of the DS/scoping notice, improvements at the "big five" storage reservoirs in the Upper Basin and in several of the major Upper and mid-Basin tributaries are prominently featured as possible projects. We suggest that Ecology look comprehensively at the river system, taking significant account of the seven major issue findings identified by the team led by Dr. Jack Stanford in their 2002 "Reaches Project" report that attempts to square "normative river flows" with human needs:

1. Ground-surface water interactions in major floodplains;
2. Localized temperature regimes – mainstem and tributaries;
3. Distribution and concentration of food sources in off-channel habitats;
4. Flood plain integrity, vis-à-vis dewatering, erosion, and sediment supply;
5. Restoration opportunities that are realistic and meaningful;
6. Evaluate existing points of diversion;
7. System-wide re-examination of river management, including but not limited to the "flip-flop" flow scheme, and Columbia-Yakima pump-exchange opportunities.

In your DS you mention some of the "preliminary issues" to be considered for their effects on surface and groundwater. Among these issues is "land use", which is ambiguous in the context of this document but gets our attention. Benton County would just like to remind Ecology that issues of land use planning, designation, and zoning are the jurisdiction of the local governments and not of the State.

In addition, the "habitat enhancements" section of the DS also got our attention. Once again, at least in these early stages, there appears to be a complete disconnect from the Lower Basin in Ecology's eyes when it comes to enhancements. In the list of tributary and mainstem enhancements cited in the DS, nothing downstream of Toppenish Creek is mentioned. This means, according to this initial document at least, almost 50 miles of the Yakima River are completely ignored when it comes to the evaluation of possible river and flood plain improvement projects. As we often say here in the Lower Basin, "we see ALL of the migrating fish at least twice"; yet we are consistently and systematically put in the background by the planning, funding, and regulating entities when it comes to on-the-ground water quality, water quantity, and habitat enhancements.

In this same vein, we cannot help but notice that two scoping meetings for the SDEIS are to be held – both in Yakima. While Yakima may be the geographic center of the Basin, the Tri-Cities is the largest population center, and we are again disappointed to see that if two meetings are to be held, one of those is not in Richland or Kennewick, or at least in Prosser.

With these initial thoughts noted, we look forward to seeing what new alternatives and analysis Ecology has in mind. We hope that the SDEIS process will be focused and efficient, and not a long-winded bureaucratic adventure that consumes unnecessary time and funding resources, because we need to start investing those resources on the ground. We also trust that you will be coordinating your study with the extensive work done already over much of the past decade by the Yakima Basin Fish and Wildlife Recovery Board. Thank you again, and we look forward to working with you on the study.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Claude Oliver, Chairman

cc: Board of County Commissioners – Kittitas County
Board of County Commissioners – Klickitat County
Board of County Commissioners – Yakima County
Jeff Tayer, Director (Region Three) – WDFW
Alex Conley, Executive Director, YBFWRB
Chuck Klarich, YBSA



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-1452 • (509) 575-2490

December 10, 2008

Dear interested parties:

The Washington State Department of Ecology (Ecology) has prepared and issued this Supplemental Draft Environmental Impact Statement (EIS) pursuant to the State Environmental Policy Act (SEPA) (Chapter 43.21C RCW) and the SEPA Rules (Chapter 197-11 WAC). This Supplemental Draft EIS evaluates impacts associated with an Integrated Water Resource Alternative that incorporates a variety of elements that could address multiple facets of water resource problems in the Yakima River basin. This document is a supplement to the January 2008 Yakima River Basin Water Storage Feasibility Study Draft Planning Report/EIS that was a joint National Environmental Policy Act (NEPA)/SEPA document prepared by the U.S. Bureau of Reclamation (Reclamation) and Ecology. Ecology developed the Integrated Water Resource Management Alternative in response to comments on the January 2008 Draft Planning Report/EIS that the document had not considered a sufficiently broad range of alternatives.

After comments were received on the document, Ecology consulted with Reclamation on whether a broader range of alternatives should be evaluated. Reclamation concluded that its congressional authorization precluded it from expanding its analysis under NEPA. Therefore, Ecology decided to separate from the joint NEPA/SEPA process and has prepared this Supplemental Draft EIS as a SEPA document. Reclamation will issue its separate NEPA Final Planning Report/EIS on December 19, 2008. Ecology plans to issue its SEPA Final EIS in March 2009. Ecology and Reclamation anticipate working jointly to identify ways to implement and fund the alternatives identified as feasible in the NEPA and SEPA processes.

As SEPA Responsible Official, I welcome your comments. Comments on the Supplemental Draft EIS may be submitted to me in writing at the following address:

Derek I. Sandison
Department of Ecology
15 West Yakima Ave., Suite 200
Yakima, WA 98902-3452

Or emailed to dsan461@ecy.wa.gov

Please include the following text in the subject line: Yakima Supplemental Draft

The public comment period is from December 10, 2008 to January 16, 2009. Comments must be received or postmarked by **January 16, 2009 at 5 pm PDT**.

I look forward to your input regarding this matter.

Sincerely,

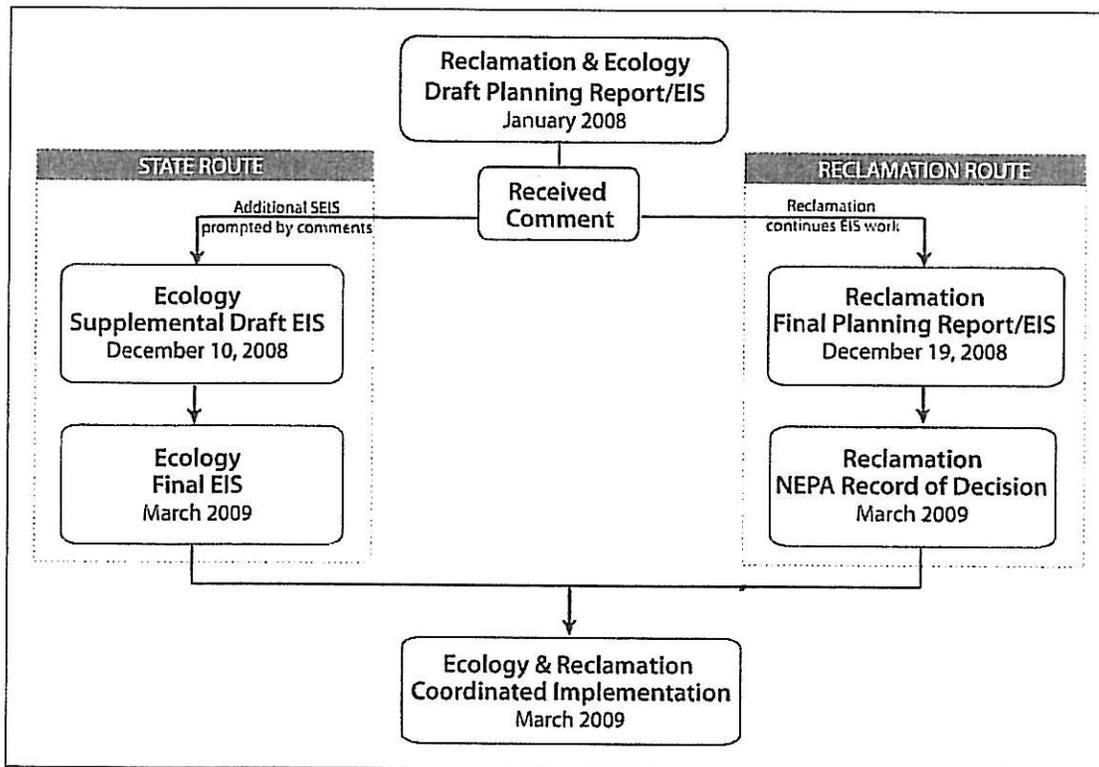
A handwritten signature in black ink, appearing to read "Derek I. Sandison".

Derek I. Sandison
SEPA Responsible Official

SUMMARY

S.1 Introduction

This State Environmental Policy Act (SEPA) Supplemental Environmental Impact Statement (EIS) is a continuation of the Yakima River Basin Water Storage Feasibility Study (Storage Study) being undertaken by the Washington Department of Ecology (Ecology) and the U.S. Bureau of Reclamation (Reclamation). The flow chart below indicates how the different documents relate to the Storage Study.



S.2 Purpose and Need for the Proposal

In response to comments on the January 2008 Draft Planning Report/EIS, Ecology has prepared this Supplemental Draft EIS to evaluate an alternative that provides an integrated approach to resolving water resource problems in the Yakima River basin. The specific objectives of the Supplemental Draft EIS are to provide water for irrigated agriculture and municipal water needs and to improve habitat for anadromous and resident fish. The proposed Integrated Water Resource Management Alternative includes elements for fish passage, modifications to existing facilities and operations, new or improved water storage, and fish habitat improvements to meet those three objectives. These elements will be combined with the alternatives that were considered in the January 2008 Draft Planning Report/EIS into a Final SEPA EIS to be released in March 2009.

S.3 Description of the Integrated Water Resource Management Alternative

The Integrated Water Resource Management Alternative includes a package of elements to improve water supply and fish habitat. The proposed elements include:

- Fish passage at existing reservoirs;
 - Cle Elum, Bumping, Kacheelus, Kachess and Tieton Dams.
- Structural and operational changes to existing facilities;
 - Changes to Roza and Chandler Power Plants,
 - Improvements to Wapato Irrigation Project and Chandler fish bypass,
 - Improvements to Kittitas Reclamation District facilities, and
 - Completing the Wapatox Project.
- New or expanded storage reservoirs;
 - Naches River storage options, including Bumping Lake expansion,
 - Wymer reservoir filling options,
 - Ahtanum Creek Watershed Restoration Program, including Pine Hollow reservoir, and
 - Modification to river operations in conjunction with storage projects.
- Fish habitat enhancements on the mainstem Yakima River and its tributaries;
 - Reconnecting and reestablishing floodplains and side channels,
 - Enhancing and restoring riparian habitat conditions,
 - Increasing channel complexity, and
 - Fish passage and stream flow improvements on tributaries.

These elements would be implemented as an integrated package, not as separate projects, to maximize benefits to fisheries and water supply. The Integrated Water Resource Management Alternative would likely be implemented over a period of years. The time line would depend on available funding.

S.4 Benefits of the Integrated Water Resource Management Alternative

Implementing the different elements of the Integrated Water Resource Management Alternative as a total package is intended to result in greater benefits than implementing any one element alone. Many studies have indicated that ecosystem-level resource management provides greater opportunities for efficiency, synergy, and cooperation between stakeholders which then result in greater overall benefits. For example, providing fish passage at existing reservoirs will open up new habitat for fish, which would benefit fish populations. By also implementing fish habitat improvements and improving flows, fish accessing the habitat would have improved conditions for rearing and migration, providing additional benefits to fish populations. Similarly, if fish habitat enhancements are implemented without providing fish passage at existing reservoirs and improving flows, the habitat enhancements would have more limited benefits to fish. If storage projects are constructed to supply water in drought years for irrigation without having a block of water available to improve flows for fish, the current flow regime

would continue to exist and no additional benefits would accrue to fisheries. If fish passage, habitat enhancements, and flow improvements are implemented as a package, the combined benefits to salmonid spawning, rearing, and migration habitat would be greater and would help meet the goals of increasing the numbers of returning adults in the Yakima River basin. Figure S-1 graphically illustrates the benefits to flow, habitat, and fish passage that would result from an integrated package.

This program would address many in-basin factors limiting the restoration of sustainable salmonid fish populations in the Yakima River basin. This program would benefit Endangered Species Act-listed spring Chinook salmon and summer and fall Chinook-run salmon as well as help re-establish sockeye and coho salmon populations, which were previously extirpated with construction of the Yakima Project dams. Packaging these elements into an integrated alternative is also considered the best opportunity to implement successful water storage projects in the Yakima basin to help meet water use needs during drought years. An integrated approach that contains water storage and facility improvement projects that also meet fish management needs will have the highest likelihood of implementation and success over the long-term.

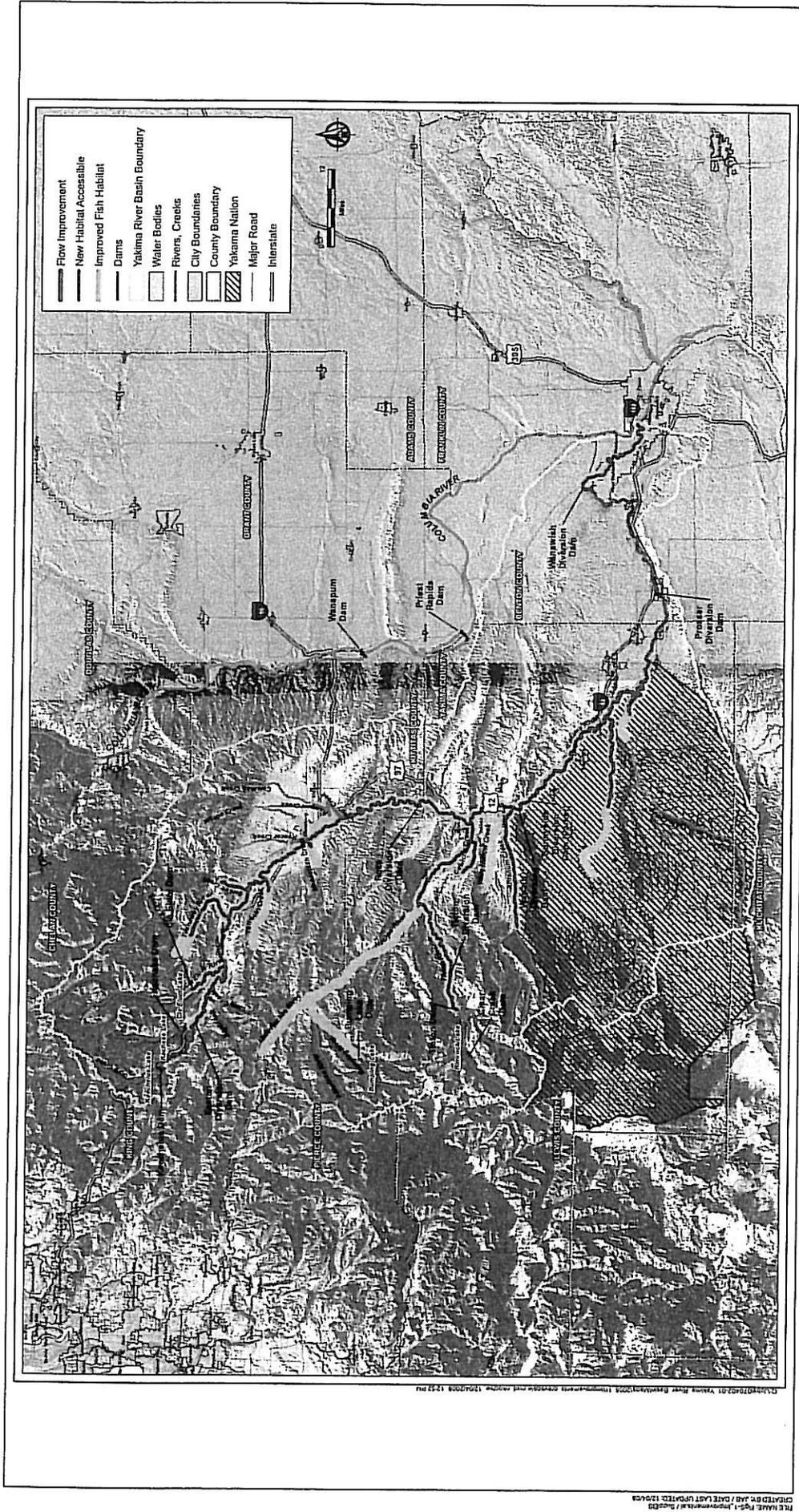
In addition to the elements presented in this Supplemental Draft EIS, Ecology intends to combine the elements of the State Alternatives into the Integrated Water Resource Management Alternative for the Final EIS. Enhanced water conservation could provide opportunities to improve stream flows in specific locations. Market-based reallocation of water resources would provide flexibility to meet the water needs of fish, irrigators, and domestic water users. The ground water storage alternative could be used to supply stream flows, cooler water temperatures, and domestic needs. Blending the State Alternatives with the elements presented in the Supplemental Draft EIS would provide Yakima River basin water and fish managers as well as water users the variety of tools needed to meet their water supply needs and significantly improve fisheries.

S.5 Summary of Impacts and Mitigation

The probable significant adverse environmental impacts and proposed mitigation measures associated with the Supplemental Draft EIS are summarized in this section. These impacts and mitigation measures are discussed in greater detail in Chapters 4 (Short-term Impacts) and 5 (Long-term Impacts).

S.5.1 No Action Alternative

Under the No Action Alternative, Ecology would not propose development of new water storage in the Yakima River basin or any improvements to fish passage or habitat; however, various agencies and other entities would continue to undertake individual actions to accomplish such improvements. These individual actions would result in impacts similar to the individual elements of the Integrated Water Resource Management Alternative described below.



Yakima River Basin Water Storage Feasibility Study - 207069
Figure S-1
Summary of Improvements Map
 Washington

SOURCE: Anchor Environmental, 2008.

Because the projects would not be undertaken as part of an integrated program, the actions would not result in significant benefits to fish recovery and habitat restoration. The continuing, competing demands on limited water resources, floodplain habitat, and riparian areas would continue to limit fish restoration and improvements to water supply.

S.5.2 Integrated Water Resource Management Alternative

Potential impacts associated with the Integrated Water Resource Management Alternative are presented in Chapters 4 and 5 Supplemental Draft EIS. The major impacts are summarized below.

S.5.2.1 Short-term Impacts

Short-term impacts of the individual elements would be primarily related to construction activities.

Earth

Short-term construction that includes soil disturbing activities may result in erosion and sedimentation. Surface runoff from exposed soils could temporarily increase the turbidity in areas downstream of construction. The new storage element has the greatest potential for creating short-term earth impacts due to the scale of the potential projects and the length of construction that would be required. All short-term earth impacts would be temporary and localized, and are not expected to be significant. Site-specific geotechnical studies would facilitate identification of subsurface issues, unstable slopes, and other local factors that can contribute to slope instability and increase erosion potential. Other mitigation would include the use of construction best management practices (BMPs) and temporary erosion and sediment control (TESC) plans.

Climate

Projects can affect climate change by increasing carbon emissions (e.g., from construction vehicles and equipment) that contribute to global warming. The new storage element has the greatest potential for generating greenhouse emissions because of the duration and intensity of construction. Construction of a new reservoir or expanding an existing one could take three to four years, while construction activities for most other project elements would be complete within a few months. Emissions from construction vehicles could be reduced by following BMPs to minimize emissions, such as maintaining engines in good working order and minimizing trip distances. Potential impacts on climate change from construction activities would be analyzed separately when specific project details are available.

Surface Water

Because construction of project elements would take place in close proximity to water bodies, there is potential for increased sediment load. The elements that involve off-channel construction would have a lesser chance of increasing sediment load in downstream areas than those that are in-stream. Those elements that require the longest

construction periods would have the greatest potential for sediment loading. Temporary reservoir draw downs may be required for the fish passage element and could affect downstream flows. Piping of irrigation laterals for projects under the modifying existing structures and the new storage elements may cause temporary disruptions in water supply for the areas the laterals serve if the construction is during an irrigation season. Potential impacts to surface water would be temporary and could be minimized with the use of construction BMPs, implementation of TESC plans, and by working cooperatively with fisheries agencies. These short-term impacts would not be considered significant.

Water Rights

The New Storage and Fish Habitat Enhancement Elements are not expected to have any short-term impacts to water rights.

Ground Water

No ground water impacts are expected from construction activities related to the construction of new reservoirs or habitat restoration. Construction dewatering activities resulting from construction of fish passage elements or modification of existing structures may cause short-term reductions in ground water levels and availability in the alluvial or sedimentary aquifer systems. All potential ground water impacts would be temporary and localized, and would not be considered significant. Site-specific hydrogeological studies would be conducted prior to construction to determine measures that would minimize potential short-term impacts.

Water Quality

There would be short-term impacts to water quality from instream and near-stream construction activities, such as soil disturbance; inadvertent release of fuel, oil, or other construction fluids; dewatering; and cast-in-place concrete work. Both sediment and contaminants can increase turbidity and affect other water quality parameters such as the amount of available oxygen in the water. Construction of new storage facilities could alter the interaction between surface water bodies and local ground water in systems where the two resources are hydrologically connected. Construction impacts would be temporary and localized, and could be minimized or prevented through the proper implementation of BMPs and TESC plans. Potential short-term impacts to water quality would not be considered significant.

Hydropower

The Integrated Water Resource Management Alternatives are not expected to have any short-term impacts on hydropower.

Vegetation and Wildlife

Construction activities could result in the loss of vegetation and habitat. The construction of conduits, piping for irrigation channels, and new or expanded reservoir facilities associated with the fish passage and new storage elements could result in the loss of

vegetation, including some second-growth forest areas. Any existing wildlife (birds, deer, elk, etc.) in the areas around construction activities would likely be temporarily displaced by the noise and construction activities. The fish habitat enhancement element would include restoration projects designed to replace and enhance native vegetation, and would also include the removal of non-native vegetation. Disturbed areas would be replanted with conifers and riparian vegetation, as appropriate, after construction is complete. The displacement of vegetation and wildlife in the vicinity of construction activities would be temporary. Short-term impacts to vegetation and wildlife would not be considered significant.

Fish and Aquatic Resources

Short-term impacts from construction activities associated with all of the elements would be temporary and localized, and could include dewatering of instream habitat, disturbance of juvenile salmonids, disturbance of shoreline habitat, increased water temperatures, sedimentation, fish passage obstruction, and potential for accidental spills of hazardous materials (i.e., cement, fuel, hydraulic fluid). Short-term impacts of the new storage element would likely be greater because there could be new construction and inundation of previously unimpounded areas of instream habitat. Typical mitigation for short-term fish and aquatic resource impacts may include such measures as deploying silt screens, using in-water containment screens to protect against accidental hazardous material spills, working within appropriate instream fish work windows, and maintaining fish passage through work areas.

Recreational Resources

Construction activities, heavy equipment, and temporary structures would be in evidence at varying intensities and durations during the construction period for individual projects. Access to and from some recreational facilities, such as parks, boat launches, trails, and campgrounds may be limited during this time. Access to river banks for fishing, wildlife viewing, and other recreational activities could be limited during construction of fish habitat enhancement projects. Short-term recreational impacts would be directly related to the duration of and the proximity to construction activities. Potential impacts to recreational resources associated with construction of any of the project elements would be short-term, minor, localized, and temporary, and are not expected to be significant. To the extent possible, alternate access routes would be provided. To minimize the negative impact to users, informational signage and alternate directions should be posted along access routes, at the recreational sites, and on agency websites.

Land and Shoreline Use

Construction activities, heavy equipment, and temporary structures could limit access to and from adjacent properties. Construction activities for new storage, such as for the lateral piping projects, could be larger in scale than for the other elements; thus, impacts to access adjacent properties could last longer, but would still be temporary in nature. To minimize negative impacts, informational signage and alternate directions should be posted along access routes, at the construction sites, and on agency websites. Potential

impacts to land use associated with the construction of most project elements would be temporary and localized to the properties in the immediate vicinity of the project, and are not expected to be significant.

Cultural Resources

Any ground disturbing activity, including removal of vegetation prior to inundation, earthmoving, and use of heavy equipment, could adversely affect cultural resources in the area of construction activities, as well as in staging areas and construction access areas, for any of the project elements. Additionally, construction could adversely impact access to traditional cultural properties, traditional use areas, and sacred sites. Under any of the alternatives, additional environmental review is expected to be conducted and appropriate mitigation would be determined at that time.

Socioeconomics

Some of the individual project elements might have discernible short-term effects on the supply and value of some goods and services derived from the basin's water-related ecosystem. Project-related expenditures likely would have short-term impacts on jobs and incomes, and project-related activities might trigger short-term changes in uncertainty and risk. The type and level of mitigation, if any, that would be appropriate for adverse, short-term socioeconomic impacts would be determined by future socioeconomic conditions and by the specific steps that would be taken to implement the projects. These potential impacts are not expected to be significant.

Visual Resources

Construction activities, fugitive dust, heavy equipment, cofferdams, and other temporary structures would be in evidence at varying intensities and durations during the construction period for individual projects. Because of Bumping Lake's location in a popular recreation area, and the length of construction required, visual impacts during construction could be significant. Potential visual impacts associated with construction of all other project elements would be short-term, minor, localized, and temporary.

Transportation

Construction of the various project elements could have minor, short-term impacts on highways in the Yakima River basin. The degree of impact depends, in part, on the current level of service on potentially affected roads. Only minor short-term impacts are anticipated for all of the project elements except for New Storage. Construction of a new reservoir, such as Bumping Lake, could cause road closures during the construction period, which could last several years. Mitigation measures to reduce short-term construction impacts to transportation would include maintaining access to properties, installing signage, marking detour routes, and providing information to the public.

S.5.2.2 Long-term Impacts

Earth

The new storage facilities element has the greatest potential to cause impacts to earth resources over the long term. Storage facilities, including the expansion of Bumping Lake, have the potential to alter the transport of upstream sediments, resulting in increased deposition in the reservoir and reduced sediment loads to downstream waters. No major long-term earth impacts are expected from the other project elements. Mitigation measures to reduce sedimentation could be accomplished through roadway design, stream buffers, and compliance with state stormwater requirements.

Climate

The Integrated Water Resource Management Alternative will not increase emissions in the long term that could affect climate change except for minor increases in vehicle emissions caused by trips to service new facilities. The effects of climate change could alter runoff and precipitation in the Yakima River basin and affect water management throughout the region. Changes in runoff and precipitation would require Ecology, Reclamation, and other agencies to adapt water management to respond to changing conditions as they occur. Improvements to storage, reservoir operations, and fish passage and habitat enhancements that are proposed under the Integrated Water Resource Management Alternative may improve the ability of these agencies to adapt to climate change.

Surface Water

The Integrated Water Resource Management Alternative would have wide-scale geographic and temporal benefits on flows throughout the Yakima River basin. The benefit to the flow regime may be increased or decreased flow in a reach or tributary during winter, spring or summer. The alternative would improve flow in tributaries to the Yakima and Naches River such as Big Creek, Little Creek, Taneum Creek, Manastash Creek, Teanaway River, Swauk Creek, Cowiche Creek, Ahtanum Creek, Toppenish and Satus Creek. Mainstem river reaches could benefit from increased storage and revised operations, those benefits would include providing additional flow in the Yakima, Cle Elum, and Naches Rivers in spring months; providing pulse flow in those same rivers as desired; and increasing flow in the Yakima River in summer months downstream of the Sunnyside Canal diversion. Water supply conditions would improve for proratable water users who participate in funding a new reservoir. Up to 100,000 acre-feet of water could be retained in a new reservoir for use during drought years by a proratable district such as Roza Irrigation District or Kittitas Reclamation District.

Water Rights

Operational changes at the power generation facilities at Roza Dam and Chandler Power Plant have the potential to cause long-term impacts to Reclamation's ability to fully exercise its water rights for power production. Operational changes to existing facilities would have a positive impact on the Yakama Nation's water right for instream flow for

fish. The impacts to proratable water rights from new storage options would be positive. Because no new water rights may be issued or changes to water rights may be approved that would impair existing rights, the Integrated Water Resource Management Alternative should not have negative impacts on water rights.

Ground Water

No long-term impacts on ground water are expected from the operation of constructed fish passage facilities. Ground water levels and quantity are expected to increase through additional recharge from storage facilities, riparian enhancements, wetland and wet meadow construction, and from floodplain enhancements. Some localized decreases in recharge are expected from improving conveyance facilities. The timing of operational activities could be used to reduce the potential impacts to ground water. All impacts to ground water would not be considered significant.

Water Quality

Altering stream flows in the Yakima River and its tributaries could seasonally alter stream temperatures and associated dissolved oxygen (DO) concentrations. The magnitude of cooling/warming effects and associated changes in DO concentrations would vary depending on the location and season of altered flows. Long-term impacts from some project elements could include seasonal increases in downstream sediment loading and gas entrainment, debris impoundment, changes to downstream riparian vegetation, decreased downstream turbidity, increased downstream temperature, increased eutrophication of impounded water, and increased pollutant accumulation in the impounded water. Riparian and wetland habitat enhancements would help remove instream contaminants and cool the water. Implementation of long-term management plans addressing water quality, recreation, frequently flooded areas, and riparian and wetland areas would also help maintain and enhance water quality. Impacts to water quality are not expected to be significant.

Hydropower

The Integrated Water Resource Management Alternative would result in a combination of effects including a reduction of hydroelectric generation at the Roza and Chandler Power Plants and at the two in-line power plants in the WIP. A slight reduction in hydroelectric generation at dams along the Columbia River would occur when a new reservoir is refilling after the irrigation portion of the water stored is used during a drought year. Additional demand for electricity would occur from some elements of the integrated alternative. If a hydroelectric generation facility is feasible at a new reservoir site, then the overall effect may be an increase in hydroelectric generation.

Vegetation and Wildlife

Construction of new facilities for fish passage or storage could result in permanent removal of vegetation and displacement of wildlife. Some critical habitat could be removed also. Construction of new storage facilities has the greatest potential for impacts to vegetation and wildlife. No impacts to plants and wildlife are anticipated with

modification of existing structures and operations. The proposed fish habitat protection, restoration, and enhancement projects would improve native plant diversity and habitat for wildlife. The impacts to vegetation and wildlife caused by the development of the required facilities and infrastructure would be mitigated through site and facility design to minimize the need for vegetation removal, and areas will be revegetated wherever possible.

Fish and Aquatic Resources

Long-term impacts to fish and aquatic resources are expected to be positive. Improving fish passage and fish habitat enhancements, combined with improved stream flows from modifying structures and operations and new storage would address many in-basin factors that currently limit the restoration of sustainable salmonids fish populations in the Yakima River basin. Fish populations would benefit more from an integrated approach that combined all the elements of the Integrated Water Resource Management Alternative than they would through individual projects.

Recreational Resources

Long-term impacts would be primarily related to activities that may result in the loss of property used for recreational purposes, and in management and operational changes that alter the flow regime of the systems within the Yakima River basin. Fish passage and habitat enhancement projects would be designed to increase overall habitat area and fish survival rates within the affected reaches, which could be a long-term beneficial impact on recreational fishing opportunities. Some new storage options could eliminate recreational facilities. This would be mitigated by the creation of new facilities and recreational opportunities over time.

Land and Shoreline Use

Some of the proposed projects would require acquisitions of land or easements, such as for the lateral piping projects, new storage options, and habitat enhancements, which may constitute a change in land use. If individual projects are chosen that require the acquisition of land, appropriate compensation would be required in accordance with applicable state or federal regulations. Potential long-term impacts to land use would not be considered significant.

Cultural Resources

The long-term impacts to buried cultural resources from an integrated approach to water supply and fish habitat improvements would largely be related to operation of new facilities or changed water drainage patterns (such as meandering channels, increased/decreased flow). The main long-term impact for most elements would be erosion of cultural deposits, but could also result through inundation, chemical weathering, vandalism/artifact collecting, and land development. The actual process to be followed to mitigate adverse effects would be determined by the regulatory nexus for the project element.

Socioeconomics

The various elements of the Integrated Water Resource Management Alternative would affect the socioeconomic characteristics of the Yakima River basin and the region. Projects that improve fish passage and habitat would likely increase the long-term value of goods and services. Fish passage and new storage projects could increase jobs and incomes. The projects would reduce the uncertainty and risk associated with salmonid populations by diminishing the likelihood of severe future reductions in fish populations and risks to agriculture by increasing the reliability of water supply. For all projects, the long-term costs and benefits would not be distributed equally. Most costs would be borne by taxpayers and benefits would be realized only by those who value improved fish populations or irrigators who received a more reliable water supply, for example. The elements would boost the sectors of the economy that would enjoy increased supply of specific goods and services relative to those that would not. For example new storage would affect the agricultural sector by providing a more reliable water supply.

Visual Resources

At viewpoints above the dams, and on or adjacent to reservoirs, new project elements, such as additional intake structures and conduits for fish passage, may be visible. For the most part, new facilities would be introduced into a visual environment already containing several similar facilities, though some impacts would be locally significant. Construction of a new storage facility would result in significant long-term visual impacts. Habitat enhancements, including levee setbacks and riparian plantings, would have beneficial impacts on views. New or modified canals, ditches, tunnels, siphons, and appurtenant facilities would be located to minimize their visibility from public areas.

Transportation

No significant long-term impacts to transportation are anticipated from any of the project elements. No mitigation would be necessary.

S.6 Areas of Significant Controversy and Uncertainty

There are several areas of uncertainty associated with the Integrated Water Resource Management Alternative, in part because specific projects to implement the alternative have not been proposed. Potential impacts and benefits have been evaluated at a programmatic level. This Supplemental Draft EIS is intended to provide decision-makers with an analysis of impacts that is conceptual in nature. The conceptual analysis indicates the general range of impacts that would be associated with elements of the Integrated Water Resource Management Alternative. When specific projects are proposed, additional environmental review would be conducted. That additional review is expected to resolve some of the uncertainties associated with the impacts of the Integrated Water Resource Management Alternative.

Several potential storage sites have been proposed as part of the alternative. The technical and economic feasibility of the sites is not completely known at this time. Reclamation and Ecology will continue to evaluate the viability of the sites if storage

projects are selected as an element to resolve water resource problems in the Yakima River basin.

Another area of uncertainty is the amount of water that would be available for storage of stream flow enhancements. Detailed water budget analyses would be needed to assess the amount of water available.

A major area of controversy associated with the Integrated Water Resource Management Alternative is the ongoing debate about the construction and operation of reservoirs. Typically the construction of a reservoir is accompanied by controversy with some people opposed to any reservoir construction. Controversy has been associated with past proposals to expand Bumping Lake. Land acquisition for a new reservoir and the commitment of land and existing beneficial uses to a stage reservoir would likely continue to be areas of controversy. Controversy has been associated with past proposals to expand Bumping Lake.

10:45

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Custody

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1925	Overtime	\$12,400	521.210	1919	Investigator	\$12,400
TOTAL			\$12,400	TOTAL			\$12,400

TRANSFER TO:

Explanation:

The following line item transfer is needed to fund a provisional full time all benefits paid deputy position until the retirement of a current senior deputy who has announced his retirement to be effective on or before July 1st 2009. This provisional/full time position is needed because of a deputy returning from active military duty earlier than expected.

Prepared by: Julie Thompson

Date: 06-Jan-2009

Approved

Denied

Date: _____

Chairman

Member

Member

11:00 am

C.R.I.D. Financing Options

D Davidson

11:15 am

Gravel Road Issues

Commissioner Beaver