

January 14, 2008

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

Leo Bowman
District 1
Max Benitz, Jr.
District 2
Claude Oliver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Monday, January 14, 2008 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order
Approval of Minutes
Review Agenda

CONSENT AGENDA

Assessor

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

Commissioners

- b. RFQ for Food Services @ Benton County Justice Center
- c. Competitive Bidding Resolution, Rescinding Resolution 97-614
- d. Materials, Equipment & Supplies Resolution, Rescinding Resolution 97-615
- e. Small Works Roster Resolution, Rescinding Resolution 05-765
- f. Establishment of the Domestic Violence Assessment Fund No. 0158-101
- g. Reappointment of C Gray to the Benton County Mosquito Control Board
- h. Reappointment of D Evans to the Mid Columbia Library Board of Trustees

Coop

i. Agreement Between Washington State University Extension and Benton County

Facilities

- j. Purchase of Furniture for Commissioner Board Room @ Justice Center
- k. Invitation to Bid for Janitorial Services
- l. Contract w/Apollo Sheet Metal for HVAC Duct System
- m. Contract w/Apollo Sheet Metal for HVAC Compressor Replacement

Human Services

- n. Agreement w/Benton Franklin Community Action Committee
- o. Interagency Agreement w/WA St Dept of Community, Trade & Economic Development

Juvenile

- p. Adoption of 2008 Juvenile Center Operations Budget and Facilities Budget
- q. Flat Monthly Payment of 2008 Juvenile Center Operations Budget and Facilities Budget
- r. Grant Agreement w/John D and Catherine T. MacArthur Foundation
- s. Personal Svcs Agreement for Coordinator for MacArthur Foundation Grant
- t. Temporary Out-of-Class Assignment Authorization for MacArthur Foundation Grant
- u. Contract Amendment w/Apollo Sheet Metal

- v. Contract Amendment w/Tri-Cities Maintenance & Janitorial II
- w. Line Item Transfer, Fund No. 0115-101, Depts. 171, 173, 174

Office of Public Defense

- x. Professional Services Agreement w/D Chuang
- y. Professional Services Agreement w/G Ochoa Lawrence
- z. Professional Services Agreement w/D E. Hickman
- aa. Professional Services Agreement w/D Kathren
- bb. Professional Services Agreement w/S Naccarato
- cc. Professional Services Agreement w/P Younesi
- dd. Professional Services Agreement With Addendum w/M Poland
- ee. Professional Services Agreement With Addendum w/E Riley

Personnel

- ff. Temporary Civil Support Position
- gg. Purchase Agreement for First Aid Kits/Supplies
- hh. Service Agreement Amendment w/The Empirical Co.

Planning

- ii. Reappointment of B Chigbrow to Board of Adjustment
- jj. Travel Expense Reimbursement

Prosecuting Attorney

- kk. Salary Placement Request

Road/Engineer

- ll. Vacation & Abandonment of Road Right of Way of E. 45th Ave.
- mm Franchise Application for R Clifford
- nn. Agreement w/SVID for Replacement of Irrigation Pipe – Griffin/Johnson Roads

Sheriff

- oo. Authorization to Purchase Cleaning Supplies
- pp. Authorization to Purchase Inmate Property Bags
- qq. Approval of Physician's Service Agreement for the Jail

Superior Court

- rr. Adopting Benton & Franklin Counties' Share of Percentage Rates for Salaries

Treasurer

- ss. Canceling Taxes Assessed Upon Personal Property Determined to be Uncollectible

- 9:05 AM Public Hearing – SUB 07-05 – Preliminary Plat of Bryon Estates - Planning
- 9:15 AM Public Hearing – SUB 07-09 – Preliminary Plat of Cottonwood Estates - Planning
- 9:30 AM County Bid 08-03 – In-Car Digital Video System – Capt. Kissler
- 9:40 AM KID Appointment – Commissioners
- 9:50 AM Piert Road Alignment Determination – S Becken
- 10:20 AM
 - a. Other Business
 - b. Unscheduled Visitors

0

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 101, ASSESSOR,
FOR RENTALS-OFFICE EQUIPMENT IN THE AMOUNT OF \$5500.00**

BE IS RESOLVED by the Board of Benton County Commissioners, that \$5500.00 shall be transferred as more clearly defined in Exhibit A attached hereto:

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Assessor Dept Nbr: 101
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM NAME (4 digit)	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	1123	\$5,500	514.240	4503	Rentals-Office	\$5,500
TOTAL		\$5,500	TOTAL			\$5,500

Explanation:

The amount needed to pay the lease on our two copiers was omitted from the 2008 budget in error. We had an employee retire in November, 2007, so the amount budgeted for salaries will cover this mistake.

Prepared by: Barbara Wagner by Harriet Mercer

Date: _____

Approved Denied

Date: _____

Chairman

Member

Member

DRAFT b.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLICITING QUALIFICATIONS AND BIDS TO OBTAIN A FOOD SERVICE VENDOR AT THE BENTON COUNTY JUSTICE CENTER

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for qualifications and bids for provision of a food service vendor at the Benton County Justice Center, and be prepared and advertised pursuant to the provisions of RCW 36.32.250, as more fully described in the bid specifications; and

BE IT FURTHER RESOLVED the bids will be received by the Benton County Deputy County Administrator at the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA 99336 until 4:00 p.m. prevailing local time on Wednesday, February 20, 2008 and not thereafter. This will not be a public opening; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid documents on behalf of the Board.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Leo Bowman
District 1
Max Benitz, Jr.
District 2
Claude Oliver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

January 14, 2008

INVITATION TO SUBMIT PROPOSALS

TO INTERESTED PARTIES:

Benton County is soliciting proposals from interested parties to provide food services within the designated space at the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA. This document and all other documents and materials enclosed herewith constitute an invitation to submit proposals only and do not represent an offer to procure services by Benton County. Proposals submitted in response hereto shall constitute offers to Contract with Benton County, and only upon the County's acceptance of such an offer by way of a resolution passed by the Benton County Board of County Commissioners, and execution of an appropriate contract, shall contractual commitments be created.

CONDITIONS AND INSTRUCTIONS:

This request for proposals is intended only to provide County with interested parties and their proposals so that County may, if it wishes, directly negotiate with a potential contractor as authorized by Benton County Resolution 07-752 Exhibit A "Lease Methods"(3). This is NOT a bidding process. County, in the sole discretion of the Board of Benton County Commissioners, after considering any proposals it sees fit to consider, may invite qualifying applicants to participate in further portions of this process and thereafter, may privately negotiate with any party it sees fit, including parties who have not submitted proposals and parties that may have submitted proposals through other processes.

All items detailed in the Proposal Details section must be addressed in a written proposal submitted by applicants.

Proposals must be signed and submitted by a person or persons legally authorized to bind the applicant entity contractually, with the name and the title of the person signing clearly printed below the signature.

Proposals may be withdrawn without penalty or obligation upon the written request of the submitter at any time. Notification of withdrawals should be provided by mail or in person to the contact name and address below. Proposals shall become the property of Benton County upon receipt whether withdrawn or not. No applicant may modify its proposed pricing or lease after the submittal deadline, except in the course of direct negotiations with the County, if any such negotiations take place. For questions, clarification and more information, please contact: Loretta Smith Kelty, Deputy County Administrator, 7122 W. Okanogan Place, Kennewick, WA 99336, (509) 736-3080.

A walk through tour of the facility involved will be held at 4:00 PM, Wednesday, January 23, 2008 at the Justice Center, Facilities Conference Room (2nd Floor), 7122 W. Okanogan Place, Kennewick, WA. Each applicant, by the submission of their proposal, represents that they have carefully reviewed and fully understand these documents, including all conditions and instructions, specifications, requirements, and other information contained herein.

Proposals should be submitted in a sealed envelope, which shall be clearly marked "Proposal – Justice Center Food Service Vendor CB 08-05" and show the name and address of the applicant, and if mailed shall be addressed as follows:

Benton County Facilities and Parks Department
7122 W. Okanogan Place, Building A
Kennewick, WA 99336

Proposals will be received by Loretta Smith Kelty, Deputy County Administrator until 4:00 p.m. prevailing local time on Wednesday, February 20, 2008 and not thereafter. There will be no public opening of proposals. Those applicants selected to proceed further in this process should be contacted within 30 days.

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

BOARD OF BENTON COUNTY COMMISSIONERS

Claude Oliver, Chairman

Approved as to Form:

Deputy Prosecuting Attorney
Benton County, Washington

Orig: File – Lisa Small
cc: Facilities; File: CB 08-05

BENTON COUNTY
Food Service Vendor at Benton County Justice Center

REQUEST FOR PROPOSALS

PROPOSALS FOR: **THE PROVISION OF FOOD SERVICES FOR THE BENTON COUNTY JUSTICE CENTER, VENDOR TO BE LOCATED AT A DESIGNATED PORTION OF THE BENTON COUNTY JUSTICE CENTER, 7122 W. OKANOGAN PLACE, KENNEWICK, WASHINGTON**

DEADLINE FOR PROPOSAL SUBMITTAL: **PROPOSALS WILL BE RECEIVED BY BENTON COUNTY FACILITIES, 7122 W. OKANOGAN PLACE, BUILDING A, KENNEWICK, WA 99336 UNTIL 4:00 PM PREVAILING LOCAL TIME ON WEDNESDAY, FEBRUARY 20, 2008 THIS IS NOT A BID PROCESS AND THERE WILL BE NO PUBLIC OPENING OF PROPOSALS.**

1.0 Introduction

1.1 Background

The Benton County Justice Center, located in Kennewick Washington, provides office space to approximately 400 County employees, with foot traffic of an additional 2000 people per day. A portion of the first floor of the building has been designed for food services and has suitable facilities for such... The County is seeking proposals from qualified vendors to lease this space and provide food services to employees and members of the public at the Benton County Justice Center.

1.2 Objective

It is the intent of Benton County that the contract will provide for a level of food service within the Justice Center appropriate to the existing market conditions and meet the general needs of the members of the public and Benton County employees who utilize the Justice Center. The contract will specify the type of establishment, lease rates, term of agreement, and capital facility needs required of the Justice Center.

This is NOT a bidding process. There will be no public opening of proposals, and the award may not be made to the highest bidder as to the lease rate. This process follows the "private negotiations:" method of leasing as authorized by Benton County Resolution 07-752 and RCW 36.34 and is designed to provide the County with a list of interested parties and their proposals by which it can determine whether and with whom to engage in direct negotiations.

1.3 Qualifications:

Benton County is seeking a food service vendor with experience in developing, opening, and operating all aspects of food service operations of similar size as anticipated in this case.

1.4 Period of Performance

The period of performance for this Lease will commence on or about April 1, 2008 and expire March 31, 2009. Amendments extending this period will be at the sole discretion of Benton County.

2.0 General Information

2.1 RFP Coordinator

The RFP Coordinator is the sole point of contact in Benton County for this process.

Loretta Smith Kelty, Deputy County Administrator
7122 W. Okanogan Pl., Building A
Kennewick, WA 99336
(509) 736-3080 Ext. 2600
loretta.smithkelty@co.benton.wa.us

2.3 Walk through:

A walk through is scheduled for January 23, 2008 at 4:00 PM in the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, Washington. The meeting place will be outside the food service facility just inside and to the right of the security screening stations at the front entrance to the justice center. Please arrive a few minutes early as access to this area will require passing through security screening. All prospective applicants are encouraged to attend though attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. The County shall be bound only to written answers to questions. Oral responses shall be considered unofficial.

2.4 Submission of Proposals

Vendors are required to submit three (3) copies of their proposal. One copy must have the original signatures of the necessary officers, owners or principals whose signatures are necessary to bind the applying entity. The proposals must arrive prior to the date and time listed in Section 3.4 to the address listed in Section 3.4. Late proposals are subject to disqualification at the discretion of Benton County.

2.5 Proprietary Information/Public Disclosure

Materials submitted in response to this request for proposals shall become the property of Benton County and as such may be subject to public disclosure upon a request pursuant to the Public Records Act, RCW 42.56. Any information in the proposal that the vendor desires to claim as proprietary and exempt from disclosure must be clearly designated. Marking the entire proposal exempt from disclosure will not be honored. Benton County will make initial determination of proprietary information discloseability based on Washington State law and will endeavor to notify the vendor prior to any required disclosure under the Public Records Act.

2.6 Revisions to the RFP

In the event it becomes necessary to revise any part of the RFP, an addendum will be distributed to all potential vendors via e-mail or U.S. mail, at the discretion of Benton County. The addendum shall include the written questions posed by applicants and responses thereto. Benton County reserves the right to cancel or reissue the RFP in whole or in part, prior to the execution of the contract and reserves the right to privately negotiate with any potential vendor including

applicants in this process and other interested parties who may not have participated in this process.

2.7 Acceptance Period

Proposals must provide 60 days for acceptance by Benton County.

2.8 Responsiveness

All proposals will be reviewed by the RFP coordinator to determine compliance with the instructions in this RFP. The vendor is specifically notified that failure to comply with any part of this RFP may result in the rejection of the entire proposal as non-responsive.

2.9 Most Favorable Terms

Benton County reserves the right to make an award without further discussion of the proposals submitted. Therefore the proposal should be submitted on the most favorable terms of the vendor can propose. The County may contact applicants directly to clarify terms, invite them to continue on to further stages of this process, or to engage in private negotiations.

2.10 Contract and General Terms and Conditions

The apparent successful contractor will be expected to enter into a lease agreement, certain conditions of which are described in Section 3.3. The vendor may submit exception for review by the County as allowed in the Certifications and Assurances section, Exhibit A.

2.11 Cost to Propose

Benton County is not liable for any costs incurred by the vendor in preparation of a proposal, oral presentation, or any other activities related to the submission of a proposal in response to this RFP.

2.12 No Obligation to Contract

This RFP does not obligate Benton County to contract for services specified herein.

2.13 Rejection of Proposals

Benton County reserves the right at its sole discretion to reject any or all proposals received without penalty and not to issue a contract as a result of this RFP.

3.0 Proposal

3.1 Proposals are required to contain the following minimum information:

- 3.1.1 Name of firm, type of entity (ie sole proprietorship, LLC, corporation), names of principal owners or officers, UBI, brief description of its history, and qualifications to perform this work.
- 3.1.2 Copy of food service license valid for Benton County or demonstrated ability to procure such a license prior to April 1, 2008;
- 3.1.3 A description of the applicant's financial strength including at least one letter of reference from a financial institution with which applicant or its officers have had a banking or financial relationship lasting at least one year;
- 3.1.4 General description of the firm's experience in work of a similar nature.
- 3.1.5 Lease rate proposal, provided in dollars/sq-ft for one year (ie how much the applicant is proposing to pay the County to lease the food service facility).

- 3.1.6 Menu proposal for breakfast, lunch, snacks and coffee bar service, this must include the format of a proposed menu and estimate of menu prices.
- 3.1.7 Vendor provided equipment list (with power requirements).

3.2 Selection Process:

Submittals will be reviewed and selected respondents may be asked to participate in oral presentations. Benton County reserves the right utilize any further processes it finds necessary and appropriate to assist it in deciding with whom to contract. The Board of Benton County Commissioners, at its sole discretion, and with or without recommendations from other Benton County employees, shall make the final vendor selection and may make an award with or without any further negotiation as to terms.

3.3 Lease Conditions

- The County shall provide:
- The facility and equipment described in Exhibit B.
- Access to 110/220-Volt power.
- HVAC system, water, sewer.

The lease shall include but is not limited to the following conditions:

- Vendor will be required to maintain the space and equipment in good working condition
- Vendor will be required to make a damage deposit or provide bond against possible damage to the Benton County facility or equipment.
- Vendor will be required to subcontract with Benton County janitorial contractor for garbage removal.
- Vendor shall pay for sub-metered electricity.
- Vendor employees will be required to undergo background security checks and maintain a security clearance in order to continue working on Justice Center property.
- Operating Hours - are Monday-Friday from 7:30 AM – 5:00 PM excepting all County holidays. Vendor shall, with the exception of unforeseen circumstances, ensure that food services are operational during these hours.
- No leasehold improvements or any permanent or semi-permanent modifications shall be made to lease premises including electrical, water and gas infrastructure, without the prior written permission, and at the direction, of County;

3.4 Proposal Due Date

Submittals be delivered to the following address no later than 4:00 PM, February 20, 2008.

Loretta Smith Kelty, Deputy County Administrator
7122 W. Okanogan Pl., Building A
Kennewick, WA 99336
(509) 736-3080 Ext. 2600
lorett.smithkelty@co.benton.wa.us

EXHIBIT A

CERTIFICATES AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Benton County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of Benton County whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than their official, public capacity.
5. I/we understand that Benton County will not reimburse me/us for any cost incurred in the preparation of this proposal. All proposals become the property of Benton County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

PROPOSED LEASE AGREEMENT

EXHIBIT B

LEASE AGREEMENT

DRAFT

THIS AGREEMENT entered into this 1st day of April, 2008, and between BENTON COUNTY, a political subdivision of the State of Washington, hereinafter called "Lessor" and [] a Washington corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the Board of Benton County Commissioners, pursuant to the provisions of RCW 36.34.150 through 36.34.200 and the Benton County Real Property Management Policy, have considered the leasing of the below described premises owned by Benton County and determined it to be desirable and in the public interest to lease said premises; and

WHEREAS, given the service element of the proposed lease the Board of Benton County Commissioners also advertised a Request for Proposals, pursuant to RCW 39.80.030 and Resolution 04-534, and has by Resolution _____, directed the lease of said premises to the Lessee, through private negotiation, on the terms herein provided.

NOW, THEREFORE, the Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, in consideration of and subject to the terms, conditions, and covenants set forth herein, the following described real and personal property situated in Benton County, Washington:

The cafeteria in the Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, Washington. as further described in Exhibit A. ~~different exhibit letter~~

1. TERM: The term of this lease shall be a period of one ^{or 3} (1) year^(s), commencing on April 1, 2008.

2. PURPOSE: The above described premises are leased to Lessee for the sole purpose of providing a commercial food service operation.

If at any time during the life of the lease the Lessee fails to use the property for the purpose leased, as determined by Benton County, without first obtaining permission in writing from the Board of Benton County Commissioners to do so, this lease shall be immediately forfeited.

3. COMPENSATION: Compensation by Lessee to Lessor will be in the amount of _____ dollars and zero cents [\$ _____] per month, which shall be paid on the first Tuesday of the month commencing April 1, 2008.

4. TERMINATION: This lease shall be terminated by either party for cause, upon the failure of the other party to comply with the terms hereof, on ten (10) days written notice. Either party may terminate this agreement for any reason given one hundred and eighty (180) days written notice.

5. IMPROVEMENTS: All improvements to the premises must be authorized by the lessor in writing prior to the improvement being made. Any improvements to the premises are deemed a part of the premises and shall belong to and become the property of Lessor at the termination, forfeiture or expiration of this lease at no cost to the lessor unless otherwise noted in the written authorization of the lessor to conduct the improvement.

6. UTILITIES: The Lessee shall pay for electricity, which will be sub-metered and the bill provided directly to the Lessee by the Lessor. Garbage pick-up, heating, cooling, and water will be paid for by the Lessor.

7. CONDITION UPON TERMINATION, VACATION OR ABANDONMENT: Lessee must leave premises in the same condition as arrival, except normal wear and tear. Any and all expense of returning premises to condition as arrival minus normal wear and tear will be charged to the Lessee. Such expenses will be deducted from any security deposit and/or paid by the Lessee within 15 days notice of said damages to Lessee from Lessor.

8. SECURITY: Lessee and Lessee's employees that will work in the leased area will be required to undergo a criminal background check and must be cleared by Benton County for security purposes. Benton County will provide a security badge to each of Lessee's employees. All employees must carry said badge at all times while on the premises as described herein. Lessee shall not

allow employees or applicants to work in the facility that have not obtained a security clearance.

9. ACCESS: Building access by lessee shall be limited to Monday - Friday, from 6:30 AM to 6:00 PM, excluding County Holidays. Weekend access may be allowed upon prior written agreement with the Lessor. Lessee and Lessee's employees will have access to the secured parking area on the North side of the Justice Center. Lessor's contract representative shall have access to all areas of the leased space.

10. DELIVERIES: Deliveries shall be made Monday - Friday, from 9:00 AM to 12:00 PM and from 2:00 PM until 5:00 PM, excluding County Holidays. Deliveries will be made at the main public entrance to the Benton County Justice Center. Off-hour deliveries may be authorized in writing by the Lessor.

11. DAMAGE OR DESTRUCTION TO PREMISES: If the Premises are destroyed or rendered untenable by fire, flood, the elements, an act of God, or other causes beyond the control of the Lessor and the cost of repairs, in the judgment of the Lessor, shall not be justified, then the Lessor shall have the option to terminate this Lease Agreement or repair the premises.

(a) The Lessor shall give the Lessee written notice of the Lessor's election within thirty (30) days from the date of said damage. In the event the Lessor elects to repair or rebuild, the Lease Agreement shall not be affected except during the term of making such repairs, the rent

shall be reduced in proportion to the loss of time of occupancy and/or the amount of the leased premises rendered unfit for occupancy. Lessor agrees to begin such repairs without delay and to complete the same with all reasonable speed.

- (b) In the event such damage is so extensive that the said repairs cannot be completed within sixty (60) days from the date of the damage, or in the event repairs are not completed within sixty (60) days from the date of damage, Lessee may terminate the Lease Agreement.
- (c) No action for damages shall accrue to either party by virtue of said loss or occupancy or termination of this Lease Agreement.

12. MAINTENANCE: Lessee shall keep premises and all equipment provided by lessor in good repair. Lessor shall only be responsible for costs of repair caused by fault of the Lessor or Lessor's employees, officials, appointees or representatives. Lessee shall be responsible for repairing and replacing broken equipment.

13. SECURITY DEPOSIT: Lessee shall provide a security deposit in the amount of one thousand dollars and no cents [\$1,000.00] prior to start of lease. The security deposit shall be used to offset any expense incurred by Benton County pursuant to Section 7 herein. In addition, the security deposit may be withheld as payment for any rental payment due upon termination,

abandonment, or vacation of premises. Any funds remaining after offset of expenses occurred and/or any rent not paid will be sent back to the Lessee within sixty (60) days of lease termination.

14. PERMITS: Lessee shall be required to obtain and maintain all necessary permits required for the operation of its establishment.

Lessee or
15. INDEMNIFICATION: The Lessee shall indemnify and hold harmless the Lessor from any and all liability whatsoever for injury to or death of persons, or loss of or damage to property, caused by or arising out of activities or nonfeasance in connection with the maintenance, use, and operation of the premises, whether such activities or nonfeasance be those of the Lessee or any of its contractors or the officers, employees, or agents of Lessee or any of their contractors.

Furthermore, Lessee agrees to indemnify and hold harmless Benton County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, Lessor's property and Lessee's property) in any manner caused by, resulting from, incident to, connected with or arising out of Lessee's acts or omissions, unless

such injury, death or damage is caused by the sole negligence of County.

In any situation where the damage, loss, or injury is caused by the concurrent negligence of the Lessee or its agents and employees and Lessor or its agents or employees, then Lessee expressly and specifically agrees to hold Lessor harmless to the extent of Lessee or its agents' and employees' concurrent negligence.

In any and all claims against the Lessor, its officers, officials, employees and agents by any employee of the Lessee, subcontractor, anyone directly or indirectly employed by and of them, or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation or the amount or type of damages, compensation, or benefits payable by or for the Lessee or subcontractor under workers compensation acts, disability benefits acts, or other employee benefits acts, it being agreed and understood by the parties hereto that, Lessee specifically waives its immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to Lessee's own employees.

In the event of litigation between the parties to enforce the rights under this paragraph, Lessor shall be entitled to attorneys'

fees and all other costs incurred.

Must
16. INSURANCE: The Lessee shall procure and maintain for the duration of the Lease Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the Lessee's operation and use the leased Premises.

(a) Minimum Scope of Insurance

Lessee shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 and shall cover premises and contractual liability. The Lessor shall be listed as an Additional Insured on Lessee's Commercial General Liability Insurance policy.
2. Property insurance shall be written on an all risk basis.
3. Workers Compensation: Lessee shall comply with all Washington State Workers Compensation laws. Workers compensation coverage shall be provided for all of Lessee's employees and employees of all Lessee's subcontractor(s). Coverage shall include bodily injury (including death) by accident or disease.

Except as prohibited by law, Lessee waives all rights of subrogation against the Lessor for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

(b) Minimum Amounts of Insurance

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements.

(c) Other Insurance Provisions

The insurance policies are to contain or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Lessee's insurance coverage shall be primary insurance as respect to the Lessor. Any Insurance, self-insurance, or insurance pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.
2. the Lessee's insurance shall be endorsed to

state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessor.

(d) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

(e) Verification of Coverage

Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsements, evidencing the insurance requirements of the Lessee.

(f) Waiver of Subrogation

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by an hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

17. ASSIGNMENT AND SUBLETTING: Neither this lease nor any interest hereunder shall be assigned or the premises sublet without the assignment or subletting being first authorized by resolution of the Board of Benton County Commissioners.

18. WAIVER: Failure of Lessor to take any action with respect to any action or inaction in breach or violation of this agreement by Lessee shall not constitute a waiver of any of the Lessor's rights under this lease, and no express waiver shall effect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

19. RIGHT OF ENTRY: Lessor reserves the right to enter upon the premises at reasonable hours to inspect the premises and to verify compliance with the provisions of this lease.

20. LITIGATION COSTS: Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses including the fees of legal counsel, agents, and others retained by Lessor in enforcing Lessee's obligations under this lease, or incurred by Lessor in any litigation, negotiation, or transaction relating to this lease in which Lessee causes Lessor, without Lessor's fault or consent, to become involved or concerned.

21. COMPLIANCE WITH LAWS: Lessee shall comply with all laws of the United States and the State of Washington, Benton County, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any law, ordinance, rule or order. Lessee will immediately correct any violation attributable to the Lessee or by any act or omission occurring on the property. Failure to do so will result in this Agreement being terminated, and the LESSEE

or its representative will be responsible for all costs attributable to such violation and termination; and, LESSEE forfeits all rights to any Fees paid to LESSOR before such violation occurred.

22. NON COMPETE CLAUSE: Lessor agrees that during the term of this agreement, the Lessor will not allow competing commercial interests on the Justice Center campus, including but not limited to free standing Latte carts, hot dog wagons, or vending machines, with the exception of vending machines already located on the property and with the stipulation that the Lessee is operating a commercial food service operation per the terms of this agreement.

23. CONTRACT REPRESENTATIVES: The parties' representatives are as follows:

a. For LESSEE: ;

b. For COUNTY: Loretta Smith Kelly
7122 W. Olanogon Pl., Building A
Kennewick, WA 99336
(509) 736-3080 Ext 2600
Loretta.SmithKelly@co.benton.wa.us.

IN WITNESS WHEREOF, Benton County and [executed this Agreement as authorized by law.

] have

LESSOR:

LESSEE:

BENTON COUNTY, WASHINGTON

Chairman

Signature

Member

Print Name and Title

Member

Date:

Date:

Attest: _____
Clerk of the Board

Approved as to Form:

BENTON COUNTY
DEPUTY PROSECUTING ATTORNEY

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DISPENSING WITH ADVERTISING AND COMPETITIVE BID PROCEDURES WITH RESPECT TO CERTAIN CONTRACTS FOR PUBLIC WORKS PROJECTS AND THE PURCHASE OR LEASE OF MATERIALS, EQUIPMENT OR SUPPLIES; RESCINDING RESOLUTION 97-614

WHEREAS, public bidding requirements under state law have been revised regarding alternative procedures in lieu of formal competitive bidding; and

WHEREAS, different alternative procedures are required for public works contracts and for the purchase or lease of general materials, equipment and supplies for county use; and

WHEREAS, the Board of County Commissioners has determined that it is in the public's best interest to take advantage of the state law allowing for more timely and cost effective procedures for entering into smaller contracts, **NOW, THEREFORE**

BE IT RESOLVED that in the letting of any contract for public works services or materials involving less than ten thousand dollars (\$10,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners, with such authorization being in the form of a resolution containing the bid quotations obtained and being available for public inspection. As an alternative to the procedure outlined in this paragraph, the letting of contracts for public works involving less than ten thousand dollars (\$10,000) may also be accomplished pursuant to the small works roster or limited public works processes set forth in RCW 39.04.155.

BE IT FURTHER RESOLVED that for public works contracts with an estimate value of ten thousand dollars (\$10,000) up to one hundred thousand dollars (\$100,000), the county shall follow either the advertisement and competitive bidding procedures set forth in RCW 36.32.250 or shall create and follow a small works roster process as set forth in RCW 39.04.155.

BE IT RESOLVED that in letting of any non-public works contract for the purchase or lease of materials, equipment or supplies in an amount of less than five thousand dollars (\$5,000), advertisement and competitive bidding may be dispensed with, and such purchases or leases may be completed based on direct negotiation.

BE IT RESOLVED that in letting of any non-public works contract for the purchase or lease of materials, equipment or supplies in an amount ranging from five thousand dollars (\$5,000) to twenty five thousand dollars (\$25,000), the advertisement and formal sealed bidding requirements set forth in RCW 36.32.245 may be dispensed with only if the uniform process set forth in RCW 39.04.190 and Benton County Resolution _____ is followed.

BE IT RESOLVED, that this resolution does not mandate procedures for i) intergovernmental property transfers; ii) purchases at an auction; iii) performance based contracts for the purchase of energy equipment negotiated under RCW 39.35A; or iv) contracts and purchases for the printing of election ballots, voting machine labels, or all other election material containing the names of candidates and ballot titles.

BE IT RESOLVED, resolution 97-614 is hereby rescinded.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

Attest:
Clerk of the Board

RESOLUTION

d

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF ESTABLISHING A UNIFORM PROCESS FOR
AWARDING CONTRACTS FOR MATERIALS, EQUIPMENT AND SUPPLIES
IN AMOUNTS OF MORE THAN \$5,000 AND LESS THAN \$25,000;
RESCINDING RESOLUTION 97-615**

WHEREAS, Benton County Resolution _____ and RCW 36.32.245 authorizes contracts for the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county follows the uniform process for contract awards described in RCW 39.04.190; and

WHEREAS, the Board of Commissioners has determined it to be in the public's best interest to establish such uniform process; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Director of Administrative Services shall be responsible for ensuring that the county publish a notice of the existence of a Benton County vendors list for small purchases of materials, supplies and equipment and soliciting the names of vendors for such list and shall take such other reasonable steps to establish and maintain such a list, including but not limited to publishing such notice no later than the first Sunday in November and the first Sunday in May of each year.

BE IT FURTHER RESOLVED that if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes, to assure that a competitive price is established and to award the contract to the lowest responsible bidder as determined under RCW 39.30.040 and RCW 43.19.1911.

BE IT RESOLVED, the award of any such purchase contract or lease with a vendor on the vendor list for the acquisition of materials, supplies or equipment valued between \$5,000 and \$25,000 shall be made by resolution signed by a majority of the Board of Commissioners. Said resolution shall list all quotations received to include a copy attached to said resolution of the quotations.

BE IT RESOLVED, copies of resolutions awarding said contracts shall be maintained in a separate file by the Board of Commissioners and be open to public inspection and available by telephone inquiry.

BE IT RESOLVED, copies of resolutions awarding said contracts shall be maintained in a separate file by the Board of Commissioners and be open to public inspection and available by telephone inquiry.

BE IT RESOLVED, resolution 97-615 is hereby rescinded.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS IN AMOUNTS LESS THAN \$100,000; RESCINDING RESOLUTION 05-765

WHEREAS, pursuant to Benton County Resolution _____ the Benton County Board of Commissioners has authorized the creation of a small works roster and the use of such through the small works roster and limited public works process pursuant to RCW 39.04.155 for public works contracts with an estimate value of less than \$100,000; and

WHEREAS, the Washington State Legislature in Chapter 138, Laws of 2000, amended the laws regarding contracting for public works by counties and municipalities, allowing public works contracts of up to \$200,000 to be awarded by a small works roster process; and

WHEREAS, the Benton County Board of County Commissioners has determined that because of the large amount of dollars involved and the special statutory requirements for contracts exceeding \$100,000, the use of the small works process established hereby shall be limited to public works contracts of less than \$100,000; and

WHEREAS, in order to be able to implement a small works roster process, Benton County is required by law to adopt a resolution establishing specific procedures; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED that the following small works roster procedures are established for use by Benton County for public works projects pursuant to RCW 36.32.250, RCW 36.77.075 and RCW 39.04.155:

1. **Cost.** Benton County and its officials and officers need not comply with formal sealed bidding procedures for public works contracts for the construction, building, renovation, remodeling, alteration, repair, maintenance or improvement of county owned assets where the estimated cost is less than one hundred thousand dollars (\$100,000.00), inclusive of the costs of labor, material, equipment and sales and/or use taxes as applicable. For such projects, the small works roster procedures as set forth herein may be used. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Number of Rosters.** The Benton County Facilities Department, in cooperation with other county departments, may create a single general small works roster, or several small works rosters for different specialties or categories of anticipated work. Said small works roster(s) may make distinctions between contractors based upon different geographic areas served by the contractor.
3. **Contractors on Small Works Roster(s).** The small works roster(s) shall consist of

all responsible contractors. In order to be placed on the small works roster or any of the small works rosters if there are more than one, interested contractors must prove that they are responsible and must, therefore, submit the following material:

- a. Proof of licensing or registration where required by law (ie contractor's license)
- b. The contractor's Uniform Business Identification Number
- c. If the contractor has employees, proof of industrial insurance coverage as provided by law, for each employee, and an employment security department number
- d. The contractor's state excite tax registration number
- e. A signed statement declaring, under oath, that the contractor is not subject to any disqualification from bidding on public works projects by virtue of RCW 39.06.010 (relating to previously having bid on a public works project without being licensed as required by law) or RCW 39.12.065(3) (relating to having previously failed to pay prevailing wages as required by law).
- f. Proof of commercial general liability insurance of the type, and with limits of liability as required by the Benton County Risk Manager
- g. Proof of the contractor's financial ability to obtain performance and payment bonds in an amount exceeding \$10,000
- h. A written contract agreeing to maintain the above provided information current with Benton County and to notify Benton County immediately of any changes

A uniform process and group of forms shall be established and utilized when accepting contractor applications to be placed on the small works roster. Furthermore, at the discretion of the facilities manager, depending on the service provided by individual contractors on the roster, such contractors may be required to sign master contracts which will automatically go into effect upon the awarding of a contract for a particular project.

4. **Publication.** On the first Sunday of December of each year or as soon thereafter as possible, the Benton County Deputy Administrator shall cause to be published in a newspaper of general circulation within Benton County a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to an appropriate roster or rosters at any time that they submit a written request and the required information and records.

5. **Solicitation of Bids.** Benton County officers or officials seeking to utilize the small works roster shall use the following procedure in soliciting bids from contractors on the appropriate small works roster to assure that a competitive price is obtained:

- a) A contract awarded from a small works roster need not be advertised. Invitations for bids shall be written and include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.
- b) Bids may be invited from all appropriate contractors on the appropriate small works

roster. As an alternative, bids may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity to bid among the contractors on the appropriate roster. If there are less than five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, bids shall be invited from all contractors who have indicated the capability of performing such work.

- c) For purposes of this resolution, "equitably distribute" means that Benton County will not favor, by disproportionately seeking quotations from certain contractors to a significant degree or otherwise, certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services. At the time bids are solicited, the County representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
- d) All bids shall be submitted in writing. The amount of each such bid and of any conditions imposed on the bid, as well as the contractor's name and registration number, shall be reflected in the resolution adopted to award the contract. After an award is made, a copy of the resolution awarding the contract shall be placed in a separate file for small works roster contracts by the Board of Commissioners and shall be open to public inspection, and available by telephone inquiry.
- e) Bids submitted pursuant to the small works roster process must include all items required of bidders in competitive bid situations, including but not limited to performance and payment bonds, bid bonds, specifications and retainage.
- f) The Benton County Board of Commissioners shall maintain a list of contractors contacted and contracts awarded during the previous twenty-four months pursuant to this resolution, including the name of the contractors, the contractor's registration numbers, the amounts of the contracts, a brief description of the type of work performed, and the date the contracts were awarded. Said list may be in the form of a compilation of all awarding resolutions if such resolutions include the requisite information.

6. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement is estimated to cost less than thirty-five thousand dollars (\$35,000), Benton County may award such contract using the limited public works process provided under RCW 39.04.155(3). For limited public works projects (those estimated to cost less than \$35,000), written invitations for bids will be solicited from a minimum of three contractors from the appropriate small works roster. All bids must be submitted in writing, and Benton County may award the contract to the lowest responsible bidder as defined under RCW 43.19.1911(9). Such bids, the contractor's names and their registration numbers shall be reflected in the resolution adopted to award the contract. After an award is made, the written bids shall be open to public inspection and available by electronic request. As permitted in RCW 39.04.155(3), performance and payment bonds, and retainage, are not required for contracts in an estimated amount of less than \$10,000, as long as all of the provisions pertaining to the limited public works process are followed.

7. **Determining Lowest Responsible Bidder.** Since all bidders on the small works roster are presumed to be responsible, the public works project must be awarded to the lowest bidder unless facts or circumstances arise which causes Benton County to believe the lowest bidder is not responsible. If facts or circumstances arise which causes Benton County to believe that any responding bidder is not responsible, then the County representative must notify the bidder writing of the fact that they are considered not responsible and include the specific reasons for that determination. After that notification, the bidder will then have a reasonable opportunity to submit supplementary material to rebut that determination. The County representative must reconsider the not responsible determination in light of the new information and must notify the bidder in question, in writing, of the final determination. If the final determination is that the bidder in question is actually responsible, then the project must be awarded to the lowest bidder, including that bidder. If the final determination is that the bidder in question is in fact not responsible, then, after waiting two business days after the day when the non responsible bidder has received the final determination, the project must be awarded to the lowest bidder excluding the bidder in question.

8. **Award.** All written bids received pursuant to the small works roster process set forth herein shall be submitted to the Benton County Board of Commissioners along with a recommendation for award of the contract to the lowest responsible bidder. The Benton County Board of Commissioners shall then make a decision to award the contract to the lowest responsible bidder pursuant to a resolution in the form required hereby or to reject all bids as authorized herein.

BE IT FURTHER RESOLVED, resolution 05-765 is hereby rescinded.

;

Dated this day of, 2008

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

cc: All Depts

Small

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>1/14/08</u> Subject: _____ Prepared by: <u>Linda Ivey</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Reviewed by: <u>Loretta Smith</u> <u>Kelty</u>		

BACKGROUND INFORMATION

Courts may impose a penalty assessment on any person convicted of a crime involving domestic violence.

Revenues from the assessment shall be used solely for the purpose of establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs in the county.

If the county does not have domestic violence advocacy or domestic violence prevention and prosecution programs, the county may use the revenue collected from the assessment to contract with community based domestic violence program providers.

RECOMMENDATION

Move the attached resolution authorizing; the establishment of the Domestic Violence Assessment Fund number 0158-101; all future revenues from the penalty assessment shall be deposited in this fund; all revenues collected since inception of RCW 10.99.080 shall be transferred from current expense to the Domestic Violence Assessment Fund.

FISCAL IMPACT

The revenue funds since inception (6-2-04) to be transferred out of current expense are \$8,119.13 as of 1-3-2008.

NOTION

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:
IN THE MATTER OF ESTABLISHING THE DOMESTIC VIOLENCE ASSESSMENT
FUND NUMBER 0158-101**

WHEREAS, Courts may impose a penalty assessment on any person convicted of a crime involving domestic violence; per RCW 10.99.080; and,

WHEREAS, revenues from the assessment shall be used solely for the purposes of establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs in the county; and

WHEREAS, if the county does not have domestic violence advocacy or domestic violence prevention and prosecution programs, the county may use the revenue collected from the assessment to contract with community-based domestic violence program providers; and,

WHEREAS, the Board of Benton County Commissioners believe establishing a separate fund for depositing and expending these revenues is fiscally prudent; **NOW, THEREFORE**,

BE IT HEREBY RESOLVED by the Board of Benton County Commissioners that all revenues received for domestic violence assessment (RCW 10.99.080) be deposited in said fund; and,

BE IT FURTHER RESOLVED, revenues from the assessment shall be used solely for the purposes of establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs in the county; and,

BE IT FURTHER RESOLVED, if the county does not have domestic violence advocacy or domestic violence prevention and prosecution programs, the county may use the revenue collected from the assessment to contract with recognized community-based domestic violence program providers; and,

BE IT FURTHER RESOLVED, that all revenues collected since inception and for the domestic violence assessment (RCW 10.99.080), previously deposited into current expense, shall be transferred by the County Treasurer as a residual equity transfer into the Domestic Violence Assessment Fund number 0158-101; and,

BE IT FURTHER RESOLVED, that said funds shall be invested by the Benton County Treasurer with interest accruing to the Current Expense Fund.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Auditor, Treasurer, PA, Comm

RCW 10.99.080

Penalty assessment.

(1) All superior courts, and courts organized under Title 3 or 35 RCW, may impose a penalty assessment not to exceed one hundred dollars on any person convicted of a crime involving domestic violence. The assessment shall be in addition to, and shall not supersede, any other penalty, restitution, fines, or costs provided by law.

(2) Revenue from the assessment shall be used solely for the purposes of establishing and funding domestic violence advocacy and domestic violence prevention and prosecution programs in the city or county of the court imposing the assessment. Revenue from the assessment shall not be used for indigent criminal defense. If the city or county does not have domestic violence advocacy or domestic violence prevention and prosecution programs, cities and counties may use the revenue collected from the assessment to contract with recognized community-based domestic violence program providers.

(3) The assessment imposed under this section shall not be subject to any state or local remittance requirements under chapter 3.46, 3.50, 3.62, 7.68, 10.82, or 35.20 RCW.

(4) For the purposes of this section, "convicted" includes a plea of guilty, a finding of guilt regardless of whether the imposition of the sentence is deferred or any part of the penalty is suspended, or the levying of a fine. For the purposes of this section, "domestic violence" has the same meaning as that term is defined under RCW 10.99.020 and includes violations of equivalent local ordinances.

(5) When determining whether to impose a penalty assessment under this section, judges are encouraged to solicit input from the victim or representatives for the victim in assessing the ability of the convicted offender to pay the penalty, including information regarding current financial obligations, family circumstances, and ongoing restitution.

[2004 c 15 § 2.]

NOTES:

Intent -- 2004 c 15: "The legislature recognizes that domestic violence is a growing and more visible public safety problem in Washington state than ever before, and that domestic violence-related incidents have a significant bearing on overall law enforcement and court caseloads. The legislature further recognizes the growing costs associated with domestic violence prevention and advocacy programs established by local governments and by community-based organizations.

It is the legislature's intent to establish a penalty in law that will hold convicted domestic violence offenders accountable while requiring them to pay penalties to offset the costs of domestic violence advocacy and prevention programs. It is the legislature's intent that the penalties imposed against convicted domestic violence offenders under section 2 of this act be used for established domestic violence prevention and prosecution programs. It is the legislature's intent that the revenue from the penalty assessment shall be in addition to existing sources of funding to enhance or help prevent the reduction and elimination of domestic violence prevention and prosecution programs." [2004 c 15 § 1.]

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY MOSQUITO CONTROL BOARD

WHEREAS, the two-year term for Ms. Cynthia Gray expired on December 31, 2007; and

WHEREAS, Ms. Gray has expressed an interest to be reappointed for an additional two-year term; and

WHEREAS, the Mosquito Control District desires to have Ms. Gray be appointed for an additional term to the Benton County Mosquito Control Board representing Benton County Commissioner District No. 2; **NOW, THEREFORE**,

BE IT RESOLVED that Cynthia Gray is hereby reappointed to the Benton County Mosquito Control Board, said term ending on December 31, 2009.

Dated this day of, 20....

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Benton County Mosquito Control District

RECEIVED
JAN 09 2008
BENTON COUNTY
COMMISSIONERS

January 8, 2008

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

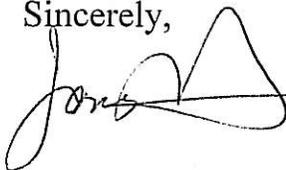
Dear Commissioners:

I am writing to inform you that the two year term of Ms. Cynthia Gray as trustee on the Benton County Mosquito Control Board expired on December 31, 2007. Ms. Gray has expressed interest in serving another two year term.

Ms. Gray serves as our Board President and has been a valuable asset to the District during her term, therefore I recommend that the Benton County Commissioners reappoint Ms. Gray for another two year term beginning January 1, 2008 and ending December 31, 2009. We would appreciate written notification of the appointment as soon as possible.

Thank you for your attention to this matter.

Sincerely,



James V. Henriksen, III
Manager

Enclosure



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2008 001

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

IN THE MATTER OF RESCINDING BENTON COUNTY RESOLUTION 06 561 AND FRANKLIN COUNTY RESOLUTION 2006-515 AND APPROVING THE REAPPOINTMENT OF DOROTHY EVANS TO THE MID-COLUMBIA LIBRARY BOARD OF TRUSTEES, WITH SAID TERM EXPIRING DECEMBER 31, 2013

WHEREAS, the Boards of Benton and Franklin County Commissioners received notification from the Mid-Columbia Library Executive Assistant of an error in the term date for the reappointment of Dorothy Evans; and

WHEREAS, Benton County Resolution 06 561 and Franklin County Resolution 2006-515 inadvertently appointed Ms. Evans to an eight year term instead of the intended seven year term, thus, necessitating rescinding both resolutions to correct the term end date to December 31, 2013;

NOW, THEREFORE, BE IT RESOLVED the Benton and Franklin County Board of Commissioners hereby rescinds Benton County Resolution 06 561 and Franklin County Resolution 2006-515 and approves the reappointment of Dorothy Evans, 511 Myrtle Avenue, Prosser, WA 99350, to the Mid-Columbia Library Board of Trustees, with said term expiring December 31, 2013.

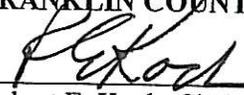
Dated this _____ day of January, 2008

Dated this 2ND day of January, 2008

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

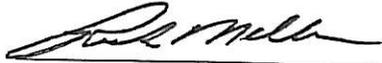
**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Claude L. Oliver, Chairman



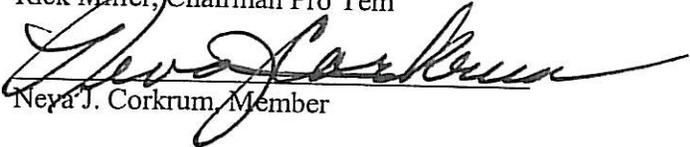
Robert E. Koch, Chairman

Max E. Benitz, Jr., Chairman Pro Tem



Rick Miller, Chairman Pro Tem

Leo M. Bowman, Member

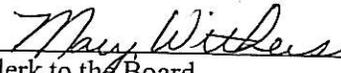


Neya J. Corkrum, Member

Attested to by:

Attested to by:

Clerk to the Board



Clerk to the Board

Originals: BC Auditor, FC Auditor
Mid-Columbia Library

cc: Dorothy Evans
Appointment File

From: "Erin Meneely" <emeneely@mcl-lib.org>
To: <commissioners@co.benton.wa.us>, <pshults@co.franklin.wa.us>
Date: Wed, Dec 26, 2007 2:40 PM
Subject: MCLS Board of Trustees

It was recently discovered that Dorothy Evans was reappointed to the Mid-Columbia Library System (MCLS) Board of Trustees for a term of 8 years, rather than a term of 7 years.

In a letter dated September 25, 2006, from the late Shirley Painter, the MCLS Board of Trustees recommended Ms. Evans be reappointed for another term following the completion of her partial term. In this letter, the new term was stated to begin January 1, 2007 and end December 31, 2014. The end date should have been December 31, 2013. The Benton County Commissioners signed resolution no. 06 561 on October 16, 2006, and the Franklin County Commissioners signed resolution no. 2006 515 on October 23, 2006, appointing Ms. Evans to this new term with an incorrect end date.

In order to correct the term end date for Ms. Evans, action will need to be taken by both the Benton and Franklin County Commissioners.

My sincere apologies for this inconvenience.

Erin Meneely
Executive Assistant
Mid-Columbia Library System
Ph: (509) 582-4745 ext. 128
Fax: (509) 734-7446

CC: "Dorothy Evans" <dwsevans@embarqmail.com>

AGENDA ITEM
MEETING DATE: January 14, 2008
Subject: Memorandum of Agreement
between Benton County and WSU
Prepared by: rlt
Reviewed by: _____

TYPE OF ACTION NEEDED	
Execute Contract	_____
Pass Resolution	<u> X </u>
Pass Ordinance	_____
Pass Motion	_____
Other	_____

CONSENT AGENDA	_____
PUBLIC HEARING	_____
1 st DISCUSSION	_____
2 nd DISCUSSION	_____

BACKGROUND INFORMATION

Memorandum of Agreement between Washington State University and Benton County for services of Extension programs.

SUMMARY

The county pays a portion of our salary (about 33%) and WSU pays the balance and all benefits.

RECOMMENDATION

That the Memorandum of Agreement between Benton County and Washington Sate University be passed.

FISCAL IMPACT

MOTION

It is already a portion of our budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN The MATTER OF AUTHORIZING The CHAIRMAN OF The BOARD TO SIGN MEMORANDUM OF AGREEMENT BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION AND BENTON COUNTY;

BE IT RESOLVED that Claude Oliver, Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Amendment of the Memorandum of Agreement between Washington State University Extension and Benton County regarding funding through a Personal Services Contract for 2008.

Dated this day of , 19

Chairman of the Board.

Member.

Member.

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

Attest:
Clerk of the Board

Contract No. _____

County BENTON

100204-006
Marianne Ophardt
147-4130-1903

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

BENTON County

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Extension and County Government. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130.

III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:

- A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.
- B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
- C. Supplement the funds received from the county professional services contract and pay salary and fringe benefits for each county/area Extension Educator and designated staff members.

- D. Submit to County at the beginning of each month an invoice for the actual reimbursement amount that occurred during the month of the professional services contract appearing in Appendix A of this agreement.
- E. In cases where position vacancies occur due to separations during a contract period, the counties will be invoiced to cover the county portion of annual leave and sick leave payout.
- F. Provide fringe benefits to county/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.
- G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for county/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for county/area Extension faculty members.

IV. Under terms of this Interagency Agreement, County will:

- A. Through a professional services contract, pay the amount agreed upon monthly, or as mutually agreed upon, to Washington State University for Extension education services to be rendered in County. This professional services contract, known as "Appendix A" to this agreement, shall be for a term of one calendar year and will be negotiated prior to the beginning of each calendar year.
- B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10th and payable on the 25th of the month, or on a scheduled mutually agreed upon between WSU Extension and County. The invoice to be for the actual monthly reimbursement of the contract amount.
- C. The county agrees to pay the "county portion" of accumulated leave payments for contracted personnel due to separation.
- D. Contingent upon approval of the Board of County Commissioners or County Executive, the county will continue to support contracted personnel on professional or retraining leave.
- E. Furnish office facilities for faculty and support staff.
- F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

V. Washington State University and County jointly agree that:

- A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.

B. This Interagency Agreement is effective upon being signed by appropriate representatives of the two organizations. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

VI. Terms of Modification or Termination of this Agreement:

A. This Interagency Agreement may be modified by the parties when mutually agreed upon in writing. This Agreement shall continue in effect until terminated following mutual discussion and agreement. Should the parties be unable to agree on the level of support for professional services of Extension Educators and jointly funded staff in an upcoming contract period specified in Appendix A to this document, either party may terminate the contract. However, written notice of termination must be received before October 1 for termination effective January 1 of the next year.

VII. Records Retention

A. Both Washington State University and the County will maintain records which are sufficient and properly reflect all costs incurred under terms of this Interagency Agreement. These records will be retained as set forth in the applicable retention schedule or six years, whichever is less.

APPROVED:

Linda Kuk Forby mH 12-19-06
Dean and Director, WSU Extension Date

Mr. E. Bentley
Chair Date
County Commissioners/Council

Brenda R. Huff 1/3/07
Name Date
Director, Office of Grant & Research Development

for Dan Nordquist
Director, Authorized Inst. Official
Office of Grant and
Research Development

INTERAGENCY AGREEMENT
 Between
 WASHINGTON STATE UNIVERSITY EXTENSION
 And
 _____ BENTON _____ County

APPENDIX A

Professional Services Contract

The following individuals will be jointly funded under this Memorandum of Agreement through a Personal Services Contract for the period 01/01/07 through 12/31/07.

Number		\$ Amount for County Portion
_____	County Director *	\$ 22,310 _____
_____	Extension Faculty	\$ 57,300 _____
_____	Administrative Professional	\$ _____
_____	Classified Staff	\$ _____
_____	Time-Slip (Hourly)	\$ _____

*Includes department head responsibilities for one Extension Educator.

Linda Kay Foppy 12-19-06
 Dean and Director, WSU Extension Date

Ma E Bonat
 Chair Date
 County Commissioners/Council

Brenda R. Huff 1/3/07
 Name Date
 Director, Office of Grant & Research Development

for Dan Nordquist
 Director, Authorized Inst. Official
 Office of Grant and
 Research Development

RESOLUTION

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

**IN THE MATTER OF PURCHASING TABLES & CHAIRS FOR USE IN THE BENTON
COUNTY COMMISSIONERS BOARD ROOM LOCATED AT THE BENTON COUNTY
JUSTICE CENTER, KENNEWICK, WA**

WHEREAS, the Board of Benton County Commissioners finds the need to replace the existing furniture in the Commissioners Board Room located at the Benton County Justice Center in order to accommodate all six (6) Commissioners at Bi-County Board meetings the need for additional chairs to seat the public; and

WHEREAS, Benton County Facilities Manager solicited a proposal from Brutzman's, Inc., Richland, WA under State Contract No. N051018 and researched the table and chairs and believes the furniture will meet the needs for Commissioners Board Room located at the Benton County Justice Center; and

WHEREAS, the price quote for said furniture is \$17,896.94 including WSST and installation; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Benton County Facilities Manager to proceed with the purchase of said furniture from Brutzman's, Inc. under State Contract No. N051018 in the amount of \$17,896.94.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Brutzman's, Inc.					
Client: Benton County Commissioners					
Project: Justice Center meeting room <i>expanses remodel</i>					
Date: December 5, 2007					
REVISED: DECEMBER 14, 2007					
Group Lacasse Furniture					
Quantity	Item Number	Description	List Price	Net Price	Extension
4	T62M-FTM3060	Top, fanfall with modesty panel, 30" x 60"	\$ 860.00	473.00	\$ 1,892.00
2	T62M-RCM3061	Top, rectangular with modesty panel, 30" x 60"	\$ 705.00	387.75	\$ 775.50
6	TNNS-TB2A	Metal "T" bases, 23" wide, 2 per set	\$ 360.00	188.00	\$ 1,188.00
8	LGC-PC	Electrical / communication module	\$ 350.00	182.50	\$ 1,155.00
6	LGC-NWMC20S	Vertical wire channel, self-adhesive, 20"	\$ 60.00	33.00	\$ 198.00
8	LGC-HWMC48S	Horizontal wire channel, self-adhesive, 48"	\$ 80.00	49.50	\$ 297.00
Brutzman's items					
12	2B10-K1	Aids high back chair, knee tilt, leather	\$ 750.00	412.50	\$ 4,950.00
2	TLB2060	OCI bench, fabric, 20" x 60"	\$ 1,028.00	565.40	\$ 1,130.80
Sub-total:					\$ 11,588.30
Installation:					\$ 604.00
Sub-total:					\$ 12,192.30
Tax:					\$ 1,011.79
TOTAL:					\$ 13,204.09
NOTES: VENDOR: Group Lacasse c/o Brutzman's, Inc.					
U.S. Communities contract #N051018.					
Lead time: 5 to 8 weeks.					
FOB Point: Destination					

BR

13,202.09 Elec. Tables
 & Exec chairs
 4,694.85 31 chairs w/arms
 17,896.94 Total *BR*

K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLICITING BIDS TO OBTAIN JANITORIAL SERVICES AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY CORONER'S OFFICE AND BENTON COUNTY HEALTH DISTRICT BUILDING

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for provision of Janitorial Service at the Benton County Justice Center, Benton County Coroner's Office and Benton County Health District Building, be prepared and advertised pursuant to the provisions of RCW 36.32.250, as more fully described in the bid specifications; and

BE IT FURTHER RESOLVED the bids will be received by the Benton County Facilities Manager until 3:30 p.m. prevailing local time on Wednesday, January 30, 2008 and not thereafter, and will be opened at a public bid opening at 4:00 p.m. prevailing local time on Wednesday, January 30, 2008 at the Benton County Justice Center 2nd Floor, Facilities Conference Room located at 7122 W. Okanogan Place, Kennewick, WA 99336; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid documents on behalf of the Board.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

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

**Attest:
Clerk of the Board**

Leo Bowman
District 1
Max Benitz, Jr.
District 2
Claude Oliver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

January 14, 2008

INVITATION FOR BIDS

TO INTERESTED PARTIES:

Benton County solicits proposals for the provision of janitorial services for designated portions of the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA; designated portions of the Benton County Coroner's Office, 7110 W. Okanogan Place, Kennewick, WA; and designated portions of the Benton County Health District Building, 7102 W. Okanogan Place, Kennewick, WA. This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to Contract with Benton County, and only upon the County's acceptance of such an offer by the County's written acceptance of such an offer and execution of a contract shall contractual commitments be created. Specifications and bid forms are set forth in the attached document.

CONDITIONS AND INSTRUCTIONS

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted. Each bid must be accompanied by a Cashier's check or Certified check payable to Benton County, or a Bid Bond, duly executed by the bidder as principal in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all unsuccessful bidders after the County and the accepted vendor have executed the Contract and the successful vendor posts the required bonds.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the Contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded. Each submitter is responsible for contacting Roy Rogers, Facilities Manager, 7122 W. Okanogan Place, Kennewick, WA 99336, (509) 736-3118, for clarification or correction of any

ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of its bid once received and opened.

A pre-bid walk through tour of the all facilities involved will be held at 2:00 PM, Wednesday, January 23, 2008 at the Justice Center, Facilities Conference Room (2nd Floor), 7122 W. Okanogan Place, Kennewick, WA. Each submitter, by the submission of their proposal, represents that they have carefully reviewed and fully understand these documents, including all conditions and instructions, specifications, requirements, and other information contained herein.

Bids must be in a sealed envelope, which shall be clearly marked "Sealed Bid – Janitorial Services CB 08-01" and show the name and address of the bidder, and if mailed shall be addressed as follows:

Benton County Facilities and Parks Department
7122 W. Okanogan Place, Building A
Kennewick, WA 99336

Sealed bids will be received by Benton County Facilities until 3:30 p.m. prevailing local time on Wednesday, January 30, 2008 and not thereafter, and will be opened at 4:00 p.m. prevailing local time on Wednesday, January 30, 2008 at the Benton County Justice Center 2nd Floor Facilities Conference Room, Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, Washington. Bids received after the time specified will be unopened.

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

BOARD OF BENTON COUNTY COMMISSIONERS

Claude Oliver, Chairman

Approved as to Form:

Deputy Prosecuting Attorney
Benton County, Washington

Orig: File – Lisa Small
cc: Facilities; File: CB 08-01

OFFICE OF THE BENTON COUNTY FACILITIES
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: THE PROVISION OF JANITORIAL SERVICES AT THE BENTON COUNTY JUSTICE CENTER CAMPUS FOR: DESIGNATED PORTIONS OF THE BENTON COUNTY JUSTICE CENTER, 7122 W. OKANOGAN PLACE, KENNEWICK, WASHINGTON; DESIGNATED PORTIONS OF THE BENTON COUNTY CORONER'S OFFICE, 7110 W. OKANOGAN PLACE, BLDG. A, KENNEWICK, WASHINGTON; AND DESIGNATED PORTIONS OF THE BENTON COUNTY HEALTH DISTRICT BUILDING, 7102 W. OKANOGAN PLACE, KENNEWICK, WASHINGTON

DEADLINE FOR QUALIFICATION STATEMENTS: THE CONTRACTOR'S QUALIFICATION STATEMENT IS REQUIRED AND MUST BE SUBMITTED SIMULTANEOUSLY WITH THE ACTUAL BID.

DEADLINE FOR BID SUBMITTAL: SEALED BIDS WILL BE RECEIVED BY THE BENTON COUNTY FACILITIES DEPARTMENT UNTIL 3:30 PM PREVAILING LOCAL TIME ON WEDNESDAY, JANUARY 30, 2008 AND NOT THEREAFTER, AND WILL BE OPENED AT 4:00 PM PREVAILING LOCAL TIME ON WEDNESDAY, JANUARY 30, 2008 AT THE BENTON COUNTY JUSTICE CENTER 2ND FLOOR FACILITIES CONFERENCE ROOM, BENTON COUNTY JUSTICE CENTER, 7122 W. OKANOGAN PLACE, BUILDING A, KENNEWICK, WASHINGTON. BIDS RECEIVED AFTER THE TIME SPECIFIED WILL BE UNOPENED AND DISREGARDED.

1. Benton County is soliciting proposals for the provision of janitorial services at the Benton County Justice Center campus for: designated portions of the Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, Washington; designated portions of the Benton County Coroner's Office, 7110 W. Okanogan Place, Bldg. A, Kennewick, Washington; and designated portions of the Benton County Health District Building, 7102 W. Okanogan Place, Kennewick, Washington. The County invites you to submit a bid to provide for services that will meet or exceed the following specifications.
2. The attached Contractor's Qualification Statement must be completed in full and submitted simultaneously with your bid in order to be eligible for an award on this project.
3. Your bid must be submitted on the official bid form enclosed (or in identical format) and place in a SEALED ENVELOPE marked "SEALED BID – JANITORIAL SERVICES CB 08-01". Bids may be mailed to the Benton County Facilities Department, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336 or hand delivered to: "Benton County Facilities Department, Benton County Justice Center 2nd Floor 7122 W. Okanogan Place, Building A, Kennewick, Washington. Bids must be submitted in sufficient time to be received at the Facilities Conference Room prior to 3:30 P.M. prevailing local time, Wednesday, January 30, 2008. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.
4. Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County. Bid submitted in response hereto shall constitute offers to sell the equipment meeting Benton County specifications. Only

upon the County's acceptance of such offer by bid award as provided herein, shall any contractual commitment be created.

5. The successful bidder shall be required to sign documents necessary to enter into a contract with Benton County within ten (10) days, starting the next calendar day after the date of award, and be prepared to start services March 1, 2008.
6. Bidders shall submit specifications of their bid, showing its compliance with the County's requirement on the enclosed specification sheet. As a MINIMUM, each of the items listed in the specifications should be addressed. Any additional features promoted by the bidder should emphasize the benefits, but also address the impact of such features on the price quoted.
7. Price quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the NET BID amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues that may result from a contract pursuant to this IFB.
8. Should any discrepancies or omissions be found in the bid specifications, or questions as to their meaning, bidder should at once notify Roy Rogers, Facilities Manager by telephone at (509) 783-3118 or by e-mail at roy.rogers@co.benton.wa.us. Written notice of changes or clarification to the specifications will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations. Questions received less than 7 days prior to bid opening will not be answered.
9. The invitation to bid consist of this information sheet, Exhibit A: Specifications, Exhibit B: Floor Plans, Exhibit C: Bid Proposal Form, Exhibit D: Assurance of Non Discrimination Form, and Exhibit E: Proposed Contract. If you are missing any part of these documents, please contact Roy Rogers, at the number herein before provided.
10. Bids must comply with all applicable prevailing wage statutes.

SPECIFICATIONS

1) GENERAL REQUIREMENTS

a) TERM OF CONTRACT SERVICE

- i) **CONTRACT PERIOD:** The period for which janitorial services shall be provided in accordance with these specifications shall be twelve (12) months commencing on March 1, 2008 and concluding on February 28, 2009.
- ii) **EXTENSION OF CONTRACT:** Upon mutual agreement of both parties, the original terms and conditions of the contract may be extended for an additional twelve-month period, for up to two extensions.

b) CONTRACT

The successful bidder (hereinafter called "Contractor") shall execute an appropriate contract (as provided in Exhibit E) with Benton County for a term of twelve (12) months which shall be subject to and incorporate by reference all bid documents including the Invitation, Conditions, Instructions and Specifications within fourteen (14) days after the date of award of the bid.

c) BONDS AND LICENSES

- i) The Contractor shall be licensed to do business in the State of Washington and shall submit a copy of their current business license with his/her Qualification Statement.
- ii) The Contractor shall furnish an annual performance bond, with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the Contractor of this contract prior to March 1, 2008, and thereafter for each year the contract is extended the bond shall be furnished prior to March 1 of the extended contract year. Failure to furnish this bond will cause the Contractor's proposal to be rejected and the County shall consider other proposals that have met all specified requirements.
- iii) The Contractor shall furnish an annual labor and materials payment bond with the sufficient sureties acceptable to Benton County in an amount not less than 100% of the annual contract sum as security for the payment of all persons performing labor or providing materials pursuant to this contract. This bond shall be furnished to Benton County prior to March 1, 2008, and annually prior to March 1 of the extended contract year.

d) CONTRACTOR'S FAILURE TO PERFORM

The Contractor shall be prepared to start work in accordance with the specifications, immediately upon execution of the Contract. Failure to complete the work as scheduled will result in written notice to the Contractor terminating his/her right to proceed as to the whole or any part of the contract. In the event of such termination, the Contractor shall be liable to the County for any excess costs for such services.

2) ***SERVICE SPECIFICATIONS***

a) ***GENERAL INFORMATION***

- i) Areas to be cleaned do not include building equipment, mechanical and emergency power rooms, jail facilities, or court office security areas.
- ii) Services performed under this contract shall be subject to inspection and approval of the contracting officer or his/her designee. The Cleaning Quality Requirements set forth in Section 2 C represent minimum standards.
- iii) All necessary cleaning equipment and disposable materials needed for the performance of this contract shall be furnished by the Contractor and shall conform to existing dispensers.
- iv) Limited storage space will be provided for use by the Contractor to store supplies and/or equipment. The Contractor shall maintain the storage area(s), including the sink room(s) in a safe, neat and orderly manner. All tools and equipment shall be maintained in clean and safe condition at all times; and be neatly stored each night in the assigned storage area(s).
- v) The County shall not be responsible for any loss of, or damage to, the Contractor's supplies, materials, equipment or the personal belongings of the Contractor's employees caused by fire, theft, vandalism or other conditions.

b) ***CONTRACTOR'S SUPERVISION AND QUALITY CONTROL PROGRAM***

- i) The Contractor shall provide supervision and quality control inspections of the building areas included in the contract.
- ii) The Contractor shall develop an inspection form which shall be subject to approval by the County. Such forms shall evidence that a supervisory employee of Contractor's has inspected the work completed and certifies that it meets with applicable standards pursuant to this Exhibit and the rest of the Contract. Completed forms shall be delivered to the County concurrent with an invoice for payment and shall be a pre-requisite to any payment becoming due.

c) ***CONDUCT OF CONTRACTOR'S EMPLOYEES***

- i) The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones, computers, copiers, fax machines or other office equipment intended for County use.
- ii) All "lost and found" articles will be turned into the Facilities Superintendent.
- iii) The Contractor shall require his/her employees comply with the instructions pertaining to conduct and building regulations issued by the contracting officer.
- iv) The Contractor's employees shall maintain the building security by not unlocking doors or gates to let anyone into the building during the performance of their duties under the contract.

- v) In its performance of services specified in the contract documents, the Contractor shall not permit any employee or agent who has been determined by the County to be unsuitable to work or provide services in confidential security areas to perform work or services in any County building.
 - vi) The County shall have the right to and shall conduct background security checks on the Contractor's employees or agents performing any work or service in the Benton County Justice Center. The County shall have the right to reject any of the Contractor's employees.
- d) *BUILDING OFFICE HOURS AND CLEANING SCHEDULE*
- i) BENTON COUNTY JUSTICE CENTER – Janitorial services for high traffic areas, as highlighted in yellow or outlined in blue as in Exhibit B, shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. Janitorial service for low traffic areas, as outlined in pink in Exhibit B, shall be performed three (3) days per week, Monday, Wednesday, and Friday, beginning at 5:00 PM. If a legal holiday occurs on a scheduled cleaning day, the cleaning shall be done on the next workday. The Cleaning Frequency Schedule set forth in Section IV is provided as a minimum recommendation to maintain the building areas at the highest standard.
 - ii) BENTON COUNTY CORONER'S OFFICE – Janitorial services shall be performed two days per week, Tuesday and Thursday, beginning at 5:00 PM. If a legal holiday occurs on a scheduled cleaning day, the cleaning shall be done on the next workday. The Cleaning Frequency Schedule set forth in Section IV is provided as a minimum recommendation to maintain the building areas at the highest standard.
 - iii) BENTON COUNTY HEALTH DISTRICT BUILDING – Janitorial services for high traffic areas, as outlined in yellow in Exhibit B, shall be performed five (5) days per week – Monday through Friday, beginning at 5:00 PM. Janitorial service for low traffic areas, as outlined in pink in Exhibit B, shall be performed three (3) days per week, Monday, Wednesday, and Friday, beginning at 5:00 PM. If a legal holiday occurs on a scheduled cleaning day, the cleaning shall be done on the next workday. The Cleaning Frequency Schedule set forth in Section IV is provided as a minimum recommendation to maintain the building areas at the highest standard.
- e) *SUPPLIES MATERIALS AND EQUIPMENT*
- The Contractor shall furnish all toilet and rest room supplies, such as hand soaps, toilet paper, paper towels, plastic garbage bags, etc. suitable for the installed dispensers within the designated areas as provided in Exhibit B. The County reserves the right to set standards for quality on all supplies.
- f) *EMERGENCY WORK*
- In the case of any emergency condition at the Benton County Justice Center Campus, including but not limited to the flooding of a particular section of the building, the Contractor shall, at the direction of the contracting officer: (1) provide additional resources adequate to respond to janitorial needs created by the emergency, while

performing the work required under this contract (2) divert resources to respond to the janitorial needs created by the emergency.

3) **CLEANING QUALITY REQUIREMENTS (CQR)**

IMPORTANT: CONTRACTOR shall remind its employees that often restrooms continue to be utilized by COUNTY employees after hours. Therefore, when cleaning restrooms utilized by members of the opposite sex as any given CONTRACTOR employee, such employee shall employ appropriate preventative measures to reduce the chances of inadvertent invasion of privacy. These measures shall include announcing loudly into the open restroom door "Janitor – coming in to clean – anyone in there?" at least twice, and then ascertaining that the restroom is unoccupied prior to entering, and propping the door open with a pail or other indicator that the restroom is closed for cleaning, for the entire time the janitor is inside. Under no circumstances shall janitors commence cleaning of a restroom utilized by members of the opposite sex while anyone of the opposite sex is inside for any reason.

This section outlines the minimum acceptable standards for services performed under this contract.

- a) **GENERAL CLEAN UP OF AREAS AND SURFACES:** Collect and remove from interior space all garbage from waste cans and all other discarded material. Remove gum and other sticky substances from all surfaces. Wipe dirt, grease, smudges and fingerprints from water fountains, doorjamb and partition glass surfaces. Mop up wet areas resulting from bad weather or accidental spills.
- b) **SERVICING:** Maintain an adequate supply of paper towels, toilet paper and seat covers in the installed dispensers in the toilet rooms. Fill soap dispensers. Empty and dispose of material in waste cans.
- c) **DUSTING:** Dust shall be removed directly from areas in which it lies by appropriately treated dusting cloths, vacuum tools, or by other methods. Use of a feather duster is not permitted. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist after the completion of each dusting task:
 - i) There shall be no dust streaks.
 - ii) Corners, crevices, moldings and ledges shall be free of dust.
 - iii) There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
- d) **DAMP-WIPING:** Use a clean cloth or sponge soaked in a neutral solution to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then dry to provide a polished appearance. In Toilet areas, disinfectant cleaners shall be used.
- e) **BRIGHT METAL POLISHING:** Polishing of bright metal push plates, kick plates, bright brass or door hardware may be performed by damp-wiping and drying with a suitable cloth if a polished appearance is obtained.
- f) **FLOOR MAINTENANCE**

- i) **GENERAL:** Upon completion of work, all furniture and equipment must be returned to its original position. Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations. Corners, crevices, molding, and ledges shall be free of dust and debris. CONTRACTOR will warn occupants of wet and/or slippery floor conditions. All waxed surfaces shall be maintained so as to provide safe, non-slip-walking conditions.
- ii) **SWEEPING AND DAMP MOPPING:** After sweeping and damp mopping operations, all floors shall be clean and free of dirt streaks; no dirt shall be left in corners, behind or under furniture, behind doors, on stair landings or treads, or elevator door tracks. No dirt shall be left where sweepings were picked up. There shall be no dirt, trash or foreign matter under desks, tables or chairs.
- iii) **WET-MOPPING AND SCRUBBING:** The floors shall be thoroughly swept to remove visible dirt and debris. Upon completion of the mopping and scrubbing, the floors shall be clean and free of dirt, water streaks, mop marks, string, etc.; properly rinsed, and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry, corners and cracks clean.
- iv) **FLOOR FINISHING:** The job or floor finishing includes the cleaning and applying of finish to vinyl and linoleum floor surfaces. In the event of wax buildup, discoloration, intermixing of sand during inclement weather or change to a different brand of wax, complete removal or stripping for former waxes will be required. Extremely stubborn spots, gum, rust, burns, etc. shall be removed. Care shall be exercised so that baseboards, walls and furniture shall not be splashed or marred. Wax shall contain approved non-slip characteristics. In heavy traffic areas, apply 4 coats of wax buffing between coats. Final coat of wax shall be machine polished.
- v) **CARPETS:** Carpets shall be maintained free of spots, traffic dirt, surface dirt, dust balls, and debris to provide a clean appearance at all times.
- vi) **REST ROOMS AND SHOWERS:** Special attention shall be given to floors about urinals and commodes for elimination of odors and stains and to provide a clean appearance throughout. A disinfectant cleaner shall be used; all trash receptacles emptied and paper supplies replenished.
- vii) **WINDOW WASHING AND GLASS CLEANING:** After each washing operation, all glass shall be cleaned and free of dirt, grime and streaks, excessive moisture, and shall not be cloudy. Windows, doors and partition glass shall be washed on both sides. Wipe window sashes, sills, frames, metal, or woodwork with chamois or cloth to remove water spots. Lay protective covering as required preventing damage to adjacent surfaces, fixtures and furniture. Cleaners shall use pads to protect windowsills when standing on or placing material on them and all such pads and/or cloths necessary to protect County property shall be furnished by the Contractor. Windows which require cleaning on both sides will have the inside and outside cleaning performed on the same day, with the exception of the exterior second floor windows which will be cleaned by the County and the interior first floor windows in

the County cleaned security areas only. Exterior first floor windows, in County cleaned security areas, will be cleaned by the Contractor.

- viii) **PORCELAIN AND CHINA WARE CLEANING:** Porcelain and china fixtures (washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings, and water marks.

4) **CLEANING FREQUENCY SCHEDULE (CFS)**

- a) **BENTON COUNTY JUSTICE CENTER** – the following CFS will be used on high traffic areas – **as marked in yellow or outlined in blue on Exhibit B.**

i) **DAILY**

- (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
- (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
- (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.

ii) **WEEKLY**

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
- (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.

iii) **MONTHLY**

- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
- (2) Vertical Fabric Surfaces: Vacuum surfaces.

iv) **QUARTERLY**

- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
- (2) Windows: All exterior wall windows on the first floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
- (3) Oak Wood: Cleaned and oiled.

- b) **BENTON COUNTY JUSTICE CENTER** - the following CFS will be used on low traffic areas – **as marked in pink with the exception of areas outlined in blue on Exhibit B.**

- i) DAILY – Monday, Wednesday, and Friday
 - (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
 - (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
 - (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.
- ii) BI-WEEKLY
 - (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.
- iii) MONTHLY
 - (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.
- iv) SEMI-ANNUALLY
 - (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
 - (2) Windows: All exterior wall windows on the first floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
 - (3) Oak Wood: Cleaned and oiled.
- c) *BENTON COUNTY CORONERS OFFICE*
 - i) DAILY – Tuesday and Thursday as **highlighted in green**.
 - (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
 - (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
 - (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.
 - ii) BI-WEEKLY

- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.
- iii) MONTHLY
- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.
- iv) SEMI-ANNUALLY
- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
 - (2) Windows: All exterior wall windows on the first floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
 - (3) Oak Wood: Cleaned and oiled.
- d) *BENTON COUNTY HEALTH DISTRICT BUILDING* – the following CFS will be used on high traffic areas – **as marked in yellow or outlined in blue on Exhibit B.**
- i) DAILY
- (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
 - (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
 - (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.
- ii) WEEKLY
- (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.
- iii) MONTHLY
- (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.
- iv) QUARTERLY
- (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.

- (2) Windows: All exterior wall windows on the first floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
 - (3) Oak Wood: Cleaned and oiled.
- e) *BENTON COUNTY HEALTH DISTRICT BUILDING* - the following CFS will be used on low traffic areas – **as marked in pink with the exception of areas outlined in blue on Exhibit B.**
- i) DAILY – Monday, Wednesday, and Friday
 - (1) Rest Room Cleaning: Fixtures and floors shall be cleaned and disinfected, supplies replenished and trash removed.
 - (2) Room Cleaning: Horizontal surfaces shall be dusted, waste receptacles emptied and cleaned, carpet stains removed, carpet vacuumed, office door glass cleaned and trash removed.
 - (3) Entrance, Lobbies, Corridors: Floor areas and corners vacuumed and or damp-mopped; entrance glass, metal and wood surfaces cleaned; spots and marks removed from walls and carpets; horizontal and vertical surfaces dusted; and cobwebs removed.
 - ii) BI-WEEKLY
 - (1) Room Cleaning: Interior office partition windows washed and floors mopped.
 - (2) Entrances and Lobbies: Wax, polish and/or buff floor surfaces to maintain clean and shiny floor. Clean marks and spots from courtroom doors.
 - iii) MONTHLY
 - (1) Carpets: Shampoo or like cleaning in high traffic areas, i.e. corridors, doorways, etc.
 - (2) Vertical Fabric Surfaces: Vacuum surfaces.
 - iv) *SEMI-ANNUALLY*
 - (1) Carpet: Heavy traffic areas shall be deep cleaned and carpet protector applied.
 - (2) Windows: All exterior wall windows on the first floor, except the inside windows in security areas, shall be washed on the inside and outside. Wash the interior windows on second floor – with the exception of secured areas.
 - (3) Oak Wood: Cleaned and oiled.

BID PROPOSAL

To: THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that _____ has carefully read all proposal documents, including the Request for Proposals, and Specifications, and thoroughly understands the same and hereby submits the following proposals for the provision of such services.

Please submit your bid as an annual amount without sales tax on this form.

_____ (\$ _____)
(Bid amount in words and numbers)

FIRM NAME: _____

ADDRESS: _____

STATE OF INCORPORATION (if a Corporation): _____

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: _____ Telephone: _____

Name: _____ Title: _____

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

_____ Telephone: _____

- NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the proposal form.

A. LIST ESTIMATED MAN HOUR REQUIREMENTS FOR EACH TASK TO BE PERFORMED WITHIN THE SPECIFICATIONS OF THIS PROPOSAL:

	EST. MONTHLY MAN HOURS		
DESCRIPTION	<u>JUSTICE CENTER</u>	<u>CORONER</u>	<u>HEALTH DISTRICT</u>
1. Light Janitorial Duties	_____	_____	_____
2. Floor Care			
a) Carpet - Spot Cleaning	_____	_____	_____
- Deep Cleaning	_____	_____	_____
b) Tile/Terrazzo – Buffing, Scrubbing, Waxing and Stripping	_____	_____	_____
c) Vacuuming	_____	_____	_____
3. Window Washing	_____	_____	_____
4. Supervision	_____	_____	_____
TOTAL MAN-HOURS	_____	_____	_____

B. DESCRIBE QUALITY CONTROL MEASURES AND PROCEDURES BY WHICH THE CONTRACTOR WILL ENSURE THE QUALITY OF WORKMANSHIP ON THIS CONTRACT (EXISTING QUALITY CONTROL FORMS MAY BE ATTACHED). WHO IS RESPONSIBLE FOR QUALITY CONTROL?

ASSURANCE OF NON-DISCRIMINATION

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

The policy reads as follows:

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

DATED this _____ day of _____, 20_____.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE OF AUTHORIZED OFFICIAL(S) AND TITLE:

_____ TITLE: _____

_____ TITLE: _____

PROPOSED SERVICE CONTRACT

CONTRACT FOR SERVICES 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 **COMPANY NAME** a corporation organized under the laws of the State of Washington, with its principal address at **Address, City, State, Zip** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

Exhibit "A" - Specifications

Exhibit "B" - Floor Plan

Exhibit "C" - Contractors Proposal

Exhibit "D" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide janitorial services as more fully defined in Exhibit A for designated portions of the Benton County Justice Center at 7122 W. Okanogan Place, Kennewick, WA; Benton County Coroners Office, 7110 W. Okanogan Place Bldg. A, Kennewick, WA and Benton County Health District Building, 7102 W. Okanogan Place, Kennewick, WA for the period commencing March 1, 2008 and concluding February 28, 2009.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Contractors Representative
Company Name
Company Address
City, State, zip
Phone
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

Each party must have a contract representative at all times this contract is in force. A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is _____ (\$ _____) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed _____, (\$ _____) not including W.S.S.T.

Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed no more than one time per calendar month. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

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. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

9. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. The CONTRACTOR'S obligations hereunder shall include, but

EXHIBIT E
REQUEST FOR BIDS CB 08-01
JANITORIAL SERVICES

are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.

- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount 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.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice

EXHIBIT E
REQUEST FOR BIDS CB 08-01
JANITORIAL SERVICES

to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

- c. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. **Other Insurance Provisions:**
- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by

EXHIBIT E
REQUEST FOR BIDS CB 08-01
JANITORIAL SERVICES

the subcontractor.

- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) 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 in advance of commencement of work 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.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) 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.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers

compensation.

- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement.

12. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. A current copy of the schedule of prevailing wages for Benton County is attached as Exhibit B. If CONTRACTOR procures any employees subject to prevailing wage regulations but not classified as electronic technicians to do any work related to this contract, CONTRACTOR shall be responsible for determining the appropriate prevailing wages for such employees and shall pay them according to said wages.

14. NONDISCRIMINATION

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

15. DISPUTES

Disputes over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

19. SEVERABILITY

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

20. FACILITY SECURITY

- a. CONTRACTOR acknowledges that the buildings on the Benton County Justice Center Campus are considered secure facilities and that breach of security by way of employing unfit persons to work in or upon such facilities may be

EXHIBIT E
REQUEST FOR BIDS CB 08-01
JANITORIAL SERVICES

detrimental to the safety of Benton County employees and members of the general public who transact business in such facilities.

- b. Prior to being permitted to assume duties pursuant to this contract on County property, Contractor employees shall pass a thorough background investigation administered by the Benton County Sheriff's Office. In order to accomplish that, prior to assigning any employee to duties pursuant to this contract on County property, Contractor shall supply County with all information on employees who are to assume duties pursuant to this Contract, as required by COUNTY to accomplish this purpose.
- c. Security clearances shall be granted or revoked at the sole discretion of the Benton County Sheriff or his designee, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. County reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance. The background investigation process may involve requiring Contractor employees to fill out statements which may or may not be under oath. Contractor shall ensure that such statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance. Contractor shall maintain employees who are recipients of County security clearances above and beyond those actually required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing or similar needs without resorting to employees who are not the recipient of security clearances.
- d. Contractor shall implement policies pertaining to employees who are the subject of County security clearances requiring them to report to Contractor within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. Contractor shall, in turn, notify County in writing within 24 hours of receiving any such notification from one of its employees.

EXHIBIT E
REQUEST FOR BIDS CB 08-01
JANITORIAL SERVICES

- e. In the event the Benton County Sheriff determines that it is appropriate to revoke any person's security clearance, he shall do so in writing directed to Contractor and may also precede such written notice with verbal notification to the subject of the revocation. Revocation shall become effective immediately upon verbal notification, if made, as long as it is followed by written notification to Contractor. Upon such notification, it shall be Contractor's duty to replace the employee who's security clearance is revoked, with another suitable employee.

Nothing in this section shall be construed as infringing in any way upon Contractor's discretion to hire and retain employees of its own choosing.

- f. While performing janitorial services on COUNTY premises, CONTRACTOR employees shall not possess any firearms or other deadly weapons, and shall not bring into the Justice Center any weapon or implement prohibited by law or court order.
- g. CONTRACTOR employees shall not store any personal items unrelated to the performance of their work in or upon COUNTY premises at any time.

-This portion intentionally left blank -

**EXHIBIT E
REQUEST FOR BIDS CB 08-01
JANITORIAL SERVICES**

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

BENTON COUNTY

Company Name

**Leo Bowman, Chairman
Benton County Commissioner**

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

All Bidders are required to complete the attached qualification statement and return with the bid packet. All Bidders must provide current records of licenses, certifications, registrations, bonding and insurance information with this packet.

Failure to complete this packet in its entirety and provide all requested information may result in a disqualification to this invitation to bid.

Contractor's Qualification Statement

Submit To: Benton County Commissioners
Attn: Contract Administration
PO Box 190
Prosser, WA 99350
(509) 786-5600 Ph
(509) 786-5625 Fx
email: commissioners@co.benton.wa.us

Submitted By:

Company Name:

Mailing Address:

Principal Office:

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other |

TYPE OF WORK:

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> General Construction | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Janitorial |
| <input type="checkbox"/> Other: (Please specify below) | |
-
-

1. ORGANIZATION

- 1.1 How many years has you or your organization been in business as contractor?
- 1.2 How many years has your organization been in business under its present business name in Washington State or any other State?
- Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
- Date of incorporation:
 - State of incorporation:
 - President's name:
 - Vice-president's name(s):
 - Secretary's name:
 - Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
- Date of organization:
 - Type of partnership (if applicable):
 - Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
- Date of organization:
 - Name of Owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable (i.e. UBI #).
- Provide proof of contractor registration (copy).
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
- 2.3 Show proof of Workers Compensation status, Employment Security and State Excise Tax Numbers. (attach copies.)
- Note any previous disqualification(s) for prevailing wage violation RCW 39.12.065(3) - _____ Yes _____ No – If Yes, Explain.
 - Note any previous disqualification(s) for bidding on public work without license RCW 39.06.010 - _____ Yes _____ No – If Yes, Explain.

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims, Suits and criminal offenses. (If the answer to any of the questions below is yes, please attach details.)

- Has your organization ever been named as a defendant in a lawsuit where failure to complete any contract work was alleged?
 - Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - Has your organization filed any lawsuits or been named as a defendant in such, or participated in arbitration/mediation with regard to construction contracts within the last ten years?
 - Has your organization ever had reports of, or termination of a contract due to theft or other crime? If so, what protocols did you follow to correct the problem?
 - Has anyone in your organization ever been formally accused (ie lawsuit or claim filed) of sexual harassment? If so please provide details and any action taken to foreclose future occurrences of same.
 - Has any principal of your organization ever been convicted of a felony, sex offense, or crime of dishonesty? If so please specify.
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization while it failed to complete a contract? (If yes, please attach details.)
- 3.4 On a separate sheet, list major contracts your organization has in progress, giving the name of project, and owner.

4. REFERENCES

- Trade References list at least five references who can attest to the capabilities and qualifications of you or your organization:
- Bank References – Provide letters of reference from Primary Banker or Lender:

5. SURETY:

- Name of bonding company:
- Name and address of agent:

6. INSURANCE: - Provide proof of ability to meet insurance requirements below:

The CONTRACTOR shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract and thereafter, by the 1st day of January of each contract year:

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to

COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

7. SIGNATURE

Dated at this _____ day of _____, 20____

Name of Organization:

By:

Title:

M_____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARD AND CONTRACTING WITH APOLLO SHEET METAL, INC. TO INSTALL ALL NECESSARY EQUIPMENT AND REPLACE THE DUCTWORK AT THE BENTON COUNTY ANNEX, KENNEWICK, WA

WHEREAS, per resolution 07-035 dated January 22, 2007, Board of Benton County Commissioners entered into an agreement with Apollo Sheet Metal, Inc. to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system for Benton County Facilities; and

WHEREAS, the above mentioned resolution and agreement does not cover additional services outside the maintenance and repair services for the HVAC systems; and

WHEREAS, Facilities Manager solicited quotes from contractors listed on the 2008 Small Works Roster and Apollo Sheet Metal was the only qualified contractor on the list; and

WHEREAS, Apollo Sheet Metal, Inc., Kennewick, WA provide the Facilities Manager a proposal in the amount of \$55,395.45 including WSST for the necessary equipment and construction within the HVAC system to improve the air quality at the Kennewick Annex Building; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote recommends award of said services to Apollo Sheet Metal, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby concurs with the recommendation and awards Apollo Sheet Metal, Inc. the contract for the necessary construction and equipment within the HVAC system located at the Benton County Annex Building, Kennewick, WA; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached contract hereto for an amount not to exceed \$58,000.00 including WSST.

Dated this _____ day of _____, 2007

Chairman of the Board

Member

Attest: _____
Clerk of the board

Member

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

**STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Apollo Sheet Metal, Inc. with its principal address at 1207 W. Columbia Drive, 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 this agreement and the following exhibits, which is incorporated herein by this reference

- A. Exhibit A - Contractor Bid Proposal
- B. Exhibit B - Benton County Prevailing Wage Rates

2. DURATION OF CONTRACT

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

3. SERVICES PROVIDED

CONTRACTOR shall provide the service and equipment necessary for the installation of room mounted CO2/VOC sensors/related economizer integration in order to control the amount of outside air entering each zone (5 each) in response to CO2 levels and any airborne volatile organic materials; replacement of existing ductwork serving the Assessor's office area and the Building Department area, including the demolition of the existing 'duct board' style of duct and re-installing sheet metal duct with exterior insulation; install carbon type filters in each of the 5 roof top unit filter racks in conjunction with the existing air filter. These filters are for the odor control and will need to be replaced/re-charged on a regular basis; and perform air flow testing/adjusting/balancing on each of the 5 systems to assure the correct volume of air, including outside air, coming into the spaces, all in accordance with CONTRACTORS proposal attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Scott Hagensicker, Project Manager
Apollo Sheet Metal, Inc.
1201 W. Columbia Drive
Kennewick, WA 99336
(509) 586-1104, Ext. 223 Phone
(509) 582-6590 Fax

- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Contact: **Ms. Lisa Small, Contract Administration**
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is fifty five thousand three hundred ninety five dollars and zero cents (\$55,395.45) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed fifty eight thousand dollars and zero cents, (\$58,000.00) including W.S.S.T. **Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative.** At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. The CONTRACTOR shall not be paid for

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

2/10

services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

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. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

9. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending

all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.

- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the 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.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract and thereafter, by the 1st day of January of each contract year:

- a. Public Liability and Contractor's Contingent Liability (if any work is subcontracted) in an amount not less than three million dollars (\$3,000,000) per occurrence.
- b. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- c. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to

be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

- 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 COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
 - 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be

indication of exposure nor are they limitations on indemnification.

- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) 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 in advance of commencement of work 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.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within then (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) 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.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Lisa Small, Contract Administration
Benton County Commissioners
PO Box 190
Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement.

12. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

7/10

the rights of the COUNTY pursuant to this agreement or by law.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

14. NONDISCRIMINATION

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

15. DISPUTES

Disputes over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

8/10

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.

19. SEVERABILITY

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

-This portion intentionally left blank -

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

BENTON COUNTY

APOLLO SHEET METAL, INC.

Claude Oliver, Chairman
Benton County Commissioner

Dale Hollandsworth, Division Mgr.

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney



Apollo Sheet Metal, Inc.

PO Box 7207
1207 W. Columbia Drive
Kennewick, WA 99336
Ph 509-586-1104
Fax 509-582-6590
www.apollosm.com

Benton County
Facilities and Parks Department
7122 West Okanogan Place Box H
Kennewick WA 99336
Attn: Roy Rogers

Re: Recommendations & quotes for Annex Building HVAC as per Empirical Company's indoor survey.

Roy,

Upon reviewing the provided survey, I am recommending the following actions and have included a quote to perform the work.

1. Install room mounted CO2/VOC sensors/related economizer integration in order to control the amount of outside air entering each zone (5 each) in response to CO2 levels and any airborne volatile organic materials.
2. Replace existing ductwork serving the Assessor's office area and the Building Department area. This price includes demolition of the existing 'duct board' style of duct and re-installing sheet metal duct with exterior insulation.
3. Install carbon type filters in each of the 5 roof top unit filter racks in conjunction with the existing air filter. These filters are for odor control and will need to be replaced/re-charged on a regular basis.
4. Perform air flow testing/adjusting/balancing on each of the 5 systems to assure the correct volume of air, including outside air, is coming into the spaces. This usually improves the comfort of the area's being served as well.

Price:	\$54,041.70
Add for plastic sheeting to seal construction area:	<u>\$ 1,353.75</u>
Total:	\$55,395.45

(Prices include 8.3% Washington State Sales Tax).

Thank you,

Please call me if you have any questions.

Scott Hagensicker

Scott Hagensicker
Environmental Controls Division
Project Manager
Apollo Sheet Metal

M

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARD AND CONTRACTING WITH APOLLO SHEET METAL, INC. FOR THE REPLACEMENT OF THE QUINCY CONTROLS COMPRESSOR FOR THE HVAC SYSTEM LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA

WHEREAS, per resolution 07-035 dated January 22, 2007, Board of Benton County Commissioners entered into an agreement with Apollo Sheet Metal, Inc. to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system for Benton County Facilities; and

WHEREAS, the above mentioned resolution and agreement does not cover additional services outside the maintenance and repair services for the HVAC systems; and

WHEREAS, resolution 97-614 allows public works contracts for services or materials involving less than ten thousand dollars (\$10,000), advertising and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Apollo Sheet Metal, Inc., Kennewick, WA provide the Facilities Manager a quote in the amount of \$7,989.00 exclusive of WSST to replace the Quincy controls compressor for the HVAC System located at the Benton County Justice Center, Kennewick, WA; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote and recommends award of said services to Apollo Sheet Metal, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby awards Apollo Sheet Metal, Inc. the contract for the replacement of the Quincy controls compressor for the HVAC System at the Benton County Justice Center; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached contract hereto for an amount not to exceed \$10,000.00 including WSST.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the board

Constituting the Board of County
Commissioners of Benton County,

**STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Apollo Sheet Metal, Inc. with its principal address at 1207 W. Columbia Drive, 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 this agreement and the following exhibits, which is incorporated herein by this reference

- A. Exhibit A - Contractor Bid Proposal dated December 18, 2007
- B. Exhibit B - Benton County Prevailing Wage Rates

2. DURATION OF CONTRACT

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide the service and equipment necessary for the replacement of the Quincy controls compressor located at the Benton County Justice Center. These services include removal and disposal of the existing compressor and installation of a new Quincy splash lubricated duplex controls compressor with duplex control panel. Each compressor to be a 2 horsepower 460V 3-phase mounted on an 80 gallon horizontal receiver, all in accordance with the CONTRACTORS proposal dated December 18, 2007.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Scott Hagensicker, Project Manager
Apollo Sheet Metal, Inc.
1201 W. Columbia Drive
Kennewick, WA 99336
(509) 586-1104, Ext. 223 Phone
(509) 582-6590 Fax

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Contact: **Ms. Lisa Small, Contract Administration**
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is seven thousand nine hundred eighty nine dollars and zero cents (\$7,989.00) not including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed ten thousand dollars and zero cents, (\$10,000.00) including W.S.S.T. **Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative.** At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

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. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

9. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

3/10

CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the 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.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract and thereafter, by the 1st day of January of each contract year:

- a. Public Liability and Contractor's Contingent Liability (if any work is subcontracted) in an amount not less than three million dollars (\$3,000,000) per occurrence.
- b. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- c. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

4/10

- paragraph, to County's representative prior to start of work.
- 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 COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
 - 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
 - 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly

replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.

- 9) 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 in advance of commencement of work 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.

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

- 11) 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.

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

- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Lisa Small, Contract Administration

Benton County Commissioners

PO Box 190

Prosser, WA 99350

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

6/10

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

12. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY

shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

14. NONDISCRIMINATION

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

15. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party 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. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

Any notices shall be effective if personally served upon the

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Apollo Sheet Metal, Inc.

other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

19. SEVERABILITY

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

-This portion intentionally left blank -

;

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

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

BENTON COUNTY

APOLLO SHEET METAL, INC.

Claude Oliver, Chairman
Benton County Commissioner

Dale Hollandsworth, Division Mgr.

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney



Apollo Sheet Metal, Inc.

PO Box 7287
1207 W. Columbia Drive
Kennewick, WA 99336
Ph 509-586-1104
Fax 509-582-6590
www.apollosm.com

December 18th, 2007

Benton County
Facilities and Parks Department
7122 West Okanogan Place Box H
Kennewick WA 99336

Attn: Steve Franckowiak

Re: Price quote for replacing the controls compressor at the

Steve,

Following is the estimate you requested for replacement of the Quincy controls compressor. This price includes removal/disposal of the existing compressor and installation of a new Quincy splash lubricated duplex controls compressor with duplex control panel.

Each compressor to be a 2 horsepower 460V 3-phase mounted on an 80 gallon horizontal receiver.

Price includes delivery from factory to Kennewick. Lead time is 4 weeks from order to ship plus approximately one week transit time.

Price: \$7,989.00 (Excludes sales tax)

Thank you,

Please call me if you have any questions.

Scott Hagensicker

Scott Hagensicker
Environmental Controls Division
Project Manager
Apollo Sheet Metal

COPY

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution allowing Human Services to carry out the administration and oversight of State Homeless Housing funds.	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Benton and Franklin Counties Department of Human Services would like to administer the State Homeless and Housing Assistance funding and to provide oversight and compliance monitoring of the agreement with the Community Action Committee.

RECOMMENDATION

- Sign the resolution for the Department of Human Services to carry out the administration and contract oversight and compliance monitoring for the State Homeless Housing funds.

MOTION

To approve signing the Resolution for the Department of Human Services to carry out administration and contract oversight and compliance monitoring for the State Homeless Housing funds.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE EXECUTION OF AN AGREEMENT FOR THE BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES TO ADMINISTER THE STATE HOMELESS AND HOUSING ASSISTANCE FUNDING AND TO PROVIDE OVERSIGHT AND COMPLIANCE MONITORING OF THE AGREEMENT WITH THE COMMUNITY ACTION COMMITTEE .

WHEREAS, the Department of Human Services would like to be the administrator of Benton County funding for homeless housing, and

WHEREAS, the consideration for this Agreement is for a maximum consideration of \$180,000.00; and

WHEREAS, the Agreement shall be effective for the period January 1, 2008 through December 31, 2008; NOW THEREFORE

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

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the Agreement on behalf of the Board of Benton County Commissioners.

Dated this day of, 2008.

Claude Oliver, Chairman

Max E. Benitz, Jr., Chairman Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Interagency Agreement with Washington State Department of Community, Trade and Economic Development Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The purpose of this contract is to provide funding to Benton and Franklin Counties to operate a residential substance abuse treatment program to provide services for offenders while under the supervision of the Benton County Sheriff's Office.

SUMMARY

Award: \$80,516

Period: September 1, 2007 through June 30, 2009

Funding Source: Department of Community, Trade and Economic Development of Washington State.

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing the Interagency Agreement with Washington State Community, Trade and Economic Development and to authorize the Chair to sign on behalf of the Board.

RESOLUTION

Franklin County Resolution Number 2008 008

Benton County Resolution Number _____

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

**IN THE MATTER OF EXECUTION OF AN INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC
DEVELOPMENT AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN
SERVICES,**

WHEREAS, the Department of Human Services received a funding grant to continue the Residential Substance Abuse Treatment Program in the Benton County Jail; and

WHEREAS, the maximum consideration is \$80,516.00; and

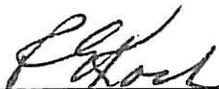
WHEREAS, the Agreement shall be effective for the period September 1, 2007 through June 30, 2009; NOW THEREFORE;

BE IT RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the agreement on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this day of, 2008.

Claude Oliver, Chair



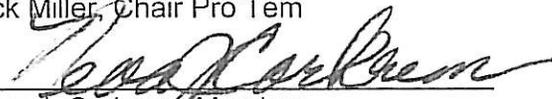
Robert E. Koch, Chair

Max E. Benitz, Jr., Chair Pro Tem



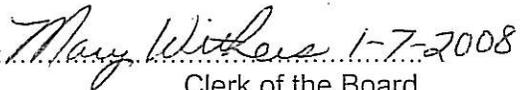
Rick Miller, Chair Pro Tem

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



Neva J. Corkrum, Member
Constituting the Board of County
Commissioners of Franklin County, Washington

Attest:
Clerk of the Board

Attest:  1-7-2008
Clerk of the Board

cc: Human Services, file

Carey

D

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: 2008 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES BUDGET

WHEREAS, the 2008 Juvenile Center Operations Budget was submitted in the amount of \$5,298,821. Based upon juvenile population, Franklin County is responsible for \$1,496,479 (excluding non-bargaining VEBA costs), or 28.30%, and Benton County is responsible for \$3,802,342 (including 100% of non-bargaining VEBA costs), 71.70%; and,

WHEREAS, the 2008 Juvenile Facility Budget was submitted in the amount of \$172,093. Based upon a funding formula of 28% for Franklin County (excluding phone upgrade costs), and 72% for Benton County (including 100% of the phone upgrade costs), Franklin County is responsible for \$38,788, and Benton County is responsible for \$133,305 of the Facility Budget; and,

WHEREAS, the combined total for the Juvenile Operations and Juvenile Facilities 2008 Budget is \$5,470,914. Benton County is responsible for a total of \$3,935,647, and Franklin County is responsible for a total of \$1,535,267; and,

WHEREAS, the revenue produced through the operations of the Juvenile Center will be distributed to the counties on the basis of the percentage established for the entire operating budget; NOW THEREFORE,

BE IT RESOLVED by the Boards of Commissioners of Benton and Franklin Counties that the 2008 Juvenile Center Operations Budget is approved at \$5,298,821, and the Facilities Budget is approved at \$172,093.

Dated this ____ day of _____, 2008

Dated this ____ day of _____, 2008

Board of Benton County Commissioners

Board of Franklin County Commissioners

Chairman

Chairman

Chairman Pro Tem

Vice-Chairman

Member

Member

Attested to by:

Attested to by:

Clerk to the Board

Clerk to the Board

9

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: FLAT MONTHLY PAYMENTS FOR THE 2008 JUVENILE CENTER OPERATIONS BUDGET AND FACILITIES BUDGET

WHEREAS, to maintain adequate cash flow in the Juvenile Justice Center Fund, starting January 2008, Franklin County is responsible for flat monthly payments in the amounts of \$124,707.00 for the 2008 Juvenile Center Operations Budget and \$3,232.00 for the 2008 Juvenile Facility Budget, payable to the Benton County Treasurer on or by the 5th working day of each month; and,

WHEREAS, Franklin County shall submit the combined total flat monthly payment in the amount of \$127,939.00 for their portion of the 2008 Juvenile Operations and Facility Budget to the Benton County Treasurer on or by the 5th working day of each month; and,

WHEREAS, in January, 2009 Franklin County will receive a final 2008 invoice itemizing actual yearly expenditures and any adjustments necessary based on actual expenditures; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Commissioners of Benton and Franklin Counties that the flat monthly payment due by the 5th of each month from Franklin County, payable to Benton County Treasurer in the amount of \$127,939.00 is approved.

Dated this ____ day of _____, 2008

Dated this ____ day of _____, 2008

Board of Benton County Commissioners

Board of Franklin County Commissioners

Chairman

Chairman

Chairman Pro Tem

Vice-Chairman

Member

Member

Attested to by:

Attested to by:

Clerk to the Board

Clerk to the Board

R

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 01-14-08 F/C 01-28-08			
SUBJECT: Grant Agreement between John D. and Catherine T. MacArthur Foundation and the Benton-Franklin Counties Juvenile Justice Center			
Prepared By:	Kathryn M. Phillips		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

In 2005, the John D. & Catherine T. MacArthur Foundation selected Washington State to participate in its juvenile justice systems reform initiative, "Models for Change". Washington joins Pennsylvania, Illinois and Louisiana in this major national undertaking to help juvenile justice systems better address the needs of youth and families in the communities they serve. MacArthur Foundation representatives met with a number of the Benton and Franklin Counties juvenile justice community partners on three separate occasions to discuss juvenile justice reform. On June 1, 2007, Governor Christine Gregoire announced five Washington communities selected for development of MacArthur Foundation Models for Change reform strategies: Benton & Franklin Counties, Clark County, King County, Pierce County and Spokane County. The MacArthur Foundation will furnish \$225,000 per year for the next two years to each selected site.

SUMMARY

From the three meetings of MacArthur representatives and representatives of our community and its juvenile justice system, three areas of our juvenile justice system were identified as "targeted areas of improvement: (1) Mental Health, (2) Alternatives to Formal Process and Secure Confinement, and (3) Disproportionate Minority Contact.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Agreement between the MacArthur Foundation and Benton-Franklin Juvenile Justice Center for the period of January 1, 2008 through December 31, 2009.

FISCAL IMPACT

The grant amount total is \$450,000 and shall be paid by the MacArthur Foundation to the Counties in two installments for \$225,000 for the first year of the grant and \$225,000 for the second year of the grant.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Agreement 07-90628-000-HCD with MacArthur Foundation for the term of January 1, 2008 through December 31, 2009.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AGREEMENT NUMBER 07-90628-000-HCD BETWEEN THE JUVENILE JUSTICE CENTER AND THE JOHN D. AND CATHERINE T. MAC ARTHUR FOUNDATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Agreement between the John D. and Catherine T. MacArthur Foundation, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2008 and terminating on December 31, 2009, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Agreement Number 07-90628-000-HDC.

DATED this 14th day of January 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 28th day of January 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

AGREEMENT

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: December 18, 2007

GRANT NO.: 07-90628-000-HCD

GRANTEE: Benton County, Washington
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
("the County")

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the "Foundation")

GRANT AMOUNT: U.S. \$450,000

PURPOSE OF GRANT: In support of the County's efforts to reduce disproportionate minority contact, promote system coordination and integration across the juvenile justice and mental health systems, and create alternatives to formal Juvenile Court processing for truant young people, as part of the Models for Change Initiative (the "Purpose")

FOR USE OVER THE PERIOD: January 1, 2008 - December 31, 2009

EXPECTED PAYMENT SCHEDULE, as may be amended by the Foundation from time to time (the "Payment Schedule"):

Initial Installment: U.S. \$225,000, paid in a single lump sum
Year 2: U.S. \$225,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

December 31, 2008: Annual Report, covering the period through November 30, 2008
January 31, 2010: Final Report, covering the entire life of the grant

OTHER TERMS AND CONDITIONS:

1. **PAYMENT TERMS:** (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* the County is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of grant funds will be made within ninety (90) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents.
2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by the County on or about September 4, 2007 and the budget submitted November 30, 2007 (the "**approved budget**"), subject to the terms of this agreement. The County agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) The County confirms that this project is under its complete control. Although this grant involves collaborations with other organizations, it is understood that the Foundation grant funds will remain under the sole direction and control of the County at all times during the grant.

(C) RESTRICTIONS ON USE OF FUNDS: (1) The County hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. The County further confirms that the primary purpose of undertaking the work described in the County's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to the County's tax or legal advisor.

(2) The County agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Attachment I hereto provides further information to assist you in fulfilling your obligations under this paragraph and a description of the Foundation's process to ensure it meets its legal obligations while respecting the rights of grantees.

4. PROGRAM SUPERVISION: The County confirms that the Juvenile Court for Benton and Franklin Counties is a division of the Superior Court of Benton and Franklin Counties and is under the full supervision, direction and control of the County. Further, the County confirms that the Juvenile Justice Center, which adjudicates legal matters concerning youth up to the age of 18, is under the County's full supervision, direction and control. *Superior Court* *Superior Court's*

5. WRITTEN REPORTS: (A) Two copies of written reports signed by an appropriate officer of the County are to be furnished to the Foundation to the attention of Steven Casey, Manager, Grants and Budget, Program on Human and Community Development, covering each year in which the County receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified above.

(B) Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

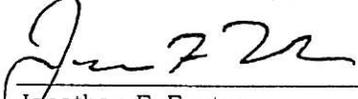
6. INTELLECTUAL PROPERTY: In countersigning this agreement, the County acknowledges that it has read the Foundation's Policy Regarding Intellectual Property (the "Policy"; Attachment II hereto). Except as may otherwise be provided herein, all copyright interests in materials produced as a result of this grant shall be owned by the County. To effect the widest possible distribution of the Work Product (as defined in the Policy) and ensure that it enters and remains in the public domain, the County hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Work Product and any other work product arising out of or resulting from the County's use of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. The County further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

7. USE OF NAME: The County acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by the County shall inure solely to the benefit of the Foundation, and that the County shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by the County in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, the County shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of the County.

8. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
9. EVALUATING OPERATIONS: The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe the County's program, discuss the program with the County's personnel, and review financial and other records and materials connected with the activities financed by this grant.
10. FOUNDATION GRANT REPORTS: The Foundation may include basic information about this grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant at the County, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, we encourage you to contact the Foundation's Office of Public Affairs to discuss your concerns.
11. RIGHT TO DISCONTINUE FUNDING: The Foundation reserves the right, in its sole discretion, to discontinue or suspend funding if (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended purposes, (c) grant funds have not been used for their intended purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished; or (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.
12. U.S. TAX STATUS: The County confirms that it was ^{established} ~~incorporated~~ in 1905 as a county of the State of Washington and operates under the constitution and laws of the State of Washington applicable to non-charter counties. JPM
13. MODIFICATION OF TERMS: The terms of this agreement may be modified only by an agreement signed by an officer of the County and a corporate officer of the Foundation. Any modifications made by the County to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
14. HEADINGS: The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
15. ENTIRE AGREEMENT: This agreement represents the entire agreement between the County and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto.
16. DUE AUTHORITY: The person(s) signing this agreement on behalf of the County represents and warrants to the Foundation that s/he is an officer of the County and has requisite legal power and authority to execute this agreement on behalf of the County and bind the County to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

**JOHN D. AND CATHERINE T.
MacARTHUR FOUNDATION**

By: 
Jonathan F. Fanton
Its: President

BENTON COUNTY, WASHINGTON

See Attached Signature Page

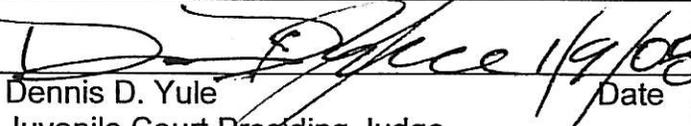
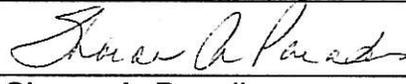
By: _____
Signature

Its: _____
Title

Acceptance Date: _____

AGREED:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of January 1, 2008.

Benton-Franklin Counties Superior Court	Benton-Franklin Juvenile Justice Center
 Dennis D. Yule Juvenile Court Presiding Judge	 Sharon A. Paradis Administrator
Date <u>1/9/08</u>	Date <u>1/9/2008</u>
Benton County Approval	Franklin County Approval
Approved as to Form:  Sarah Perry, Civil Deputy Prosecuting Attorney	Approved as to Form: Agreed Review Performed by Benton County Ryan Verhulp, Civil Deputy Prosecuting Attorney
Date <u>1/9/08</u>	
By: _____ Name: <u>Claude Oliver</u> Title: <u>Chairman, Benton Board of County Commissioners</u>	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Franklin Board of County Commissioners</u>
Acceptance Date: _____	Acceptance Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

To facilitate receipt of the grant funds, complete the following and return the fully-signed agreement to Marc P. Yanchura, Vice President and Chief Financial Officer of the MacArthur Foundation, 140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285.

Payment should be made payable to BENTON COUNTY, WASHINGTON

PERSONS AND ORGANIZATIONS LOCATED IN THE UNITED STATES:

Please provide mailing instructions for the remittance:

Contact Name: Jennifer Bowe
Title: Administrative Services Manager
Organization: Benton-Franklin Juvenile Justice Center
Address: 5606 West Canal Place, Suite 106
Kennewick, WA 99336-1388
Phone (optional): (509) 736-2721
E-Mail (optional): Jennifer.Bowe@co.benton.wa.us

PERSONS AND ORGANIZATIONS NOT LOCATED IN THE UNITED STATES:

Check here and complete if payment should be mailed:

Contact Name: _____
Title: _____
Organization: _____
Address: _____

Phone (optional): _____
E-Mail (optional): _____

Check here if payment should be wired and attach separate sheet with complete wire instructions

ATTACHMENT I

INFORMATION REGARDING COMPLIANCE WITH U.S. ANTI-TERRORISM FINANCING RULES

Under applicable law, the Foundation and other charitable organizations in the United States face serious penalties and potential criminal liability if grant funds are used (i) to assist in, sponsor, or provide support for acts of terrorism or (ii) to support persons or organizations that have been identified as terrorists or terrorist groups. See USA Patriot Act of 2001 and U.S. Executive Order 13224 (Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism).¹

The Foundation has established procedures to ensure compliance with applicable law, avoid mistakes based on inaccurate information, and help grantees understand their responsibilities.

Like many private foundations, the Foundation checks the names of potential grantees against lists published by the United States' government, the European Union, and the United Nations, in the Foundation's case using a software system developed by Bridger Systems. The Foundation may also check the names of the principal officers and directors of potential grantees, and depending on the circumstances, others who may receive funds from, or are integral to, the grant.

The United States has not established a single list for a charitable organization to check and, with the exception of the *Voluntary Guidelines* (described in Note 1), has not provided substantial guidance to charitable organizations. The establishment, maintenance, and accuracy of the lists differ. The Foundation believes the following lists represent a good cross-section of the available lists:

- Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control (<http://www.treas.gov/offices/enforcement/ofac/sdn/>);
- United Nations Consolidated List (<http://www.un.org/docs/sc/committees/1267/1267ListEng.htm>); and
- European Union Terrorism List (http://europa.eu.int/eur-lex/en/lif/reg/en_register_18.html).

An organization may wish to consult with legal counsel to determine what steps it should take to comply with applicable law.

Because of the manner in which the lists are created and maintained and the similarity in surnames or portions thereof, the Foundation recognizes there can be mistakes on the list or the list checking can create "false positives" (i.e., names of grantees that appear to match in whole or in part with names on a list, but that after inquiry prove not to be the same person or organization). The Foundation is committed to working with its grantees to address any issues that may arise during this process.

In the unlikely event that questions arise from the Foundation's due diligence in this area, the Foundation will seek to ensure that the information is accurate before taking further actions. If a grantee believes a mistake has been made with respect to any list, it should notify the Foundation. In the event of a mistake, the Foundation may provide assistance to the grantee seeking to rectify the mistake.

¹ For more information on the scope of the issues facing charities under these laws, see *Handbook on Counter-Terrorism Measures: What U.S. Nonprofits and Grantmakers Need to Know* (a joint publication of Independent Sector, Council on Foundations, Interaction, and the Day, Berry & Howard Foundation). This Handbook is available on the website for the United States International Giving project of the Council on Foundations (www.usig.org), together with other useful information on this subject. The United States Department of the Treasury has also published the *U.S. Department of the Treasury Anti-Terrorist Financing Guidelines: Voluntary Best Practices for U.S. Based Charities*. The *Voluntary Guidelines* are also available at www.usig.org and the website of the Department of the Treasury (www.ustreas.gov). These *Guidelines* do not have the force of law, but do reflect the views of the U.S. Department of the Treasury regarding best practices with respect to these issues. Among other steps suggested, the *Voluntary Guidelines* suggest that all U.S.-based charities be able to demonstrate that their grantees do not appear on any list of the U.S. government, the United Nations, or the European Union identifying the grantee as having links to terrorism or money-laundering.

Throughout its process, the Foundation will be guided by the following considerations:

- The Foundation respects the government's need to take appropriate steps to prevent the financing of terrorism and is committed to doing its part to ensure that its funds do not fund terrorists or their organizations.
- Checking the lists and any subsequent work associated with the result of such list checking, is only one part of the Foundation's overall due diligence process that is designed to ensure the Foundation knows its grantees and that its funds will be used for their intended charitable purpose. The Foundation relies on the good judgment of its program staff and the cooperation of its grantees throughout the due diligence process.
- The Foundation believes its grantees perform vital and important work all over the globe to improve the human condition that is unrelated to the actions, methods, or purposes advocated by terrorist organizations. In undertaking due diligence, the Foundation will remain sensitive to the burdens and costs placed on its grantees in responding to various requests and to the impact on their work.

The Foundation asks for your cooperation, understanding, and assistance in accomplishing our mutual goals. From time to time, the Foundation will need additional information about organizations or individuals who will receive (or have received) grant funds from your organization. Your cooperation in providing such information will expedite the Foundation's work and enable the Foundation to make informed and prudent decisions regarding the grant and the reports required under the grant.

If you have any questions about the Foundation's process or your responsibilities under the terms of the Grant Agreement, please contact the Foundation's Vice President and General Counsel:

Joshua J. Mintz, Esq.
John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
Phone: (312) 920-6250
E-Mail: <mailto:jmintz@macfound.org>

Grants Co-Funded by Government Entities

Federal law imposes certain restrictions on the recipient of federal grant funds with respect to Intellectual Property Rights (*see, e.g.*, 37 C.F.R. 401). Many states also impose similar restrictions in connection with state grants.

In cases where the Work Product is a result of grants from the Foundation and from a government agency, the Foundation will attempt to further its policies in a manner consistent with applicable federal or state law.

Conferences

It is the Foundation's general policy that written reports or publications and products in other media arising from conferences sponsored in whole or in part by the Foundation should be made widely available to advance the public good. Accordingly, the Foundation may condition its funding of conferences and the like on an acknowledgment of this policy and/or an assignment of Intellectual Property Rights by the participants to the Foundation, so that such works can be widely and freely disseminated to advance the public good.

Media

It is the Foundation's general policy with respect to media grants that the product of the grant should generally be distributed as widely as practical or at low or no-cost to the public. Ordinarily, the Foundation will not seek an assignment of the Intellectual Property Rights resulting from a media grant. The Foundation may, however, where circumstances warrant, require that it be granted a license to ensure that the Foundation can cause the Work Product to be disseminated to the public if the Foundation determines in its sole discretion that the grantee is unable or refuses to air or distribute the Work Product within a reasonable time period. Alternatively, in cases where distribution of the Work Product is essential to accomplishing the purposes of the grant, such as with films, the Foundation may condition the making of a grant or continued payments under a grant on the receipt of a distribution agreement, satisfactory to the Foundation, that ensures the Work Product will be appropriately and widely distributed. In situations where the Foundation is the sole funder of the Work Product that has the potential for commercial success, the Foundation may under appropriate circumstances seek to participate in the revenue stream generated by the sale, lease or use of the Work Product.

Revenue

Where Work Product is a result of the Foundation's grant support, it is the Foundation's general policy not to seek revenue from the licensing of Intellectual Property Rights or the use of Work Product if the Work Product is otherwise made widely available for public use by the grantee or its assigns without substantial charge. Exceptions to this policy may be made on a case-by-case basis as may be permitted by applicable law. In particular, in circumstances where other funders or investors are seeking to be paid royalties, the Foundation may condition a grant on sharing, on an equitable basis with other participants, the royalties generated from Work Product developed in whole or in part from Foundation funds. Similarly, if the grantee has a reasonable prospect of receiving substantial payments for such Work Product, the Foundation may, in accordance with law, seek to share in the proceeds derived from such use. The Foundation may forego its share if it is satisfied that the balance of any royalties or income earned by the grantee with respect to such Work Product, after payment of expense, will be utilized for the support of charitable causes, including, scientific or engineering research, education, or the arts.

Research and Writing Grants

The Foundation has established research and writing competitions in its Program on Global Security and Sustainability and its Initiative in Russia. With respect to such competitions, the Foundation generally will not claim any rights to the writings or research that might result from such grants. The Foundation may require a suitable acknowledgment of the Foundation's support (*e.g.*, "This work was made possible through a grant by the John D. and Catherine T. MacArthur Foundation" and/or a disclaimer that the views expressed are not those of the Foundation (*e.g.*, "Any opinions, findings, conclusions or recommendations expressed in this material are those of the author and do not necessarily reflect those of the John D. and Catherine T. MacArthur Foundation"))).

S

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		
MEETING DATE: B/C 01-14-08 F/C 01-28-08		Executive Contract	<u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: Personal Services Agreement for Coordinator for the John D. and Catherine T. MacArthur Foundation Grant		Pass Resolution	<u>xx</u>	PUBLIC HEARING
Prepared By:	Kathryn M. Phillips	Pass Ordinance		1ST DISCUSSION
Reviewed By:	Sharon Paradis	Pass Motion		2ND DISCUSSION
		Other		OTHER

BACKGROUND INFORMATION

In 2005, the John D. & Catherine T. MacArthur Foundation selected Washington State to participate in its juvenile justice systems reform initiative, "Models for Change". MacArthur Foundation representatives met with a number of the Benton and Franklin Counties juvenile justice community partners to discuss juvenile justice reform and needs within our community. On June 1, 2007, Governor Christine Gregoire announced five Washington communities selected for development of MacArthur Foundation Models for Change reform strategies: Benton & Franklin Counties, Clark County, King County, Pierce County and Spokane County. The Benton-Franklin Counties Juvenile Justice Center made application and was award \$450,000 grant funding. The Models for Change Initiative has funded a half-time Project Facilitator. Jacqueline van Wormer will fulfill this role.

SUMMARY

Jacqueline van Wormer has an extensive background in juvenile justice including grant writing, grant management and grant coordination. The focus of the Model for Change Initiative in our community are: (1) Mental Health, (2) Alternatives to Formal Process and Secure Confinement, and (3) Disproportionate Minority Contact.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Service Contract between Jacqueline G. van Wormer and Benton-Franklin Juvenile Justice Center for the period of January 1, 2008 through December 31, 2009.

FISCAL IMPACT

The MacArthur Foundation Grant 07-90628-000-HCD provides funding; therefore there is no fiscal impact to either county.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Personal Service Contract for the term of January 1, 2008 through December 31, 2009.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND JACQUELINE G. VAN WORMER, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between the Jacqueline G. van Wormer, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2008 and terminating on December 31, 2009, **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

DATED this 14th day of January 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED, this 28th day of January 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION AND JACQUELINE VAN WORMER

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center (BFJJC), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Jacqueline G. van Wormer, with her principal office at 283 Adair, Richland, Washington, 99352 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be January 1, 2008 through 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.

2. SERVICES PROVIDED

The Contractor will perform the following services as Coordinator for The John D. and Catherine T. MacArthur Foundation Models for Change (MfC) project for Counties:

- A. The Contractor shall engage in collaborative partnership building of Benton County and Franklin County social service, law enforcement, community members and other pertinent agency directors and staff in order to facilitate the creation of workgroups and advisory boards to support the MfC efforts in Benton and Franklin Counties. The Contractor shall consult with the Benton-Franklin Counties Juvenile Justice Center Administrator regarding each major phase and decision point of the MfC project.
- B. The Contractor shall lead and oversee the development and ongoing work of all the MfC targeted area of improvement (TAI) workgroups as identified in the MfC grant proposal, which is attached to this Contract as Attachment A and

incorporated herein by reference. The Contractor shall engage in workgroup recruitment and oversight, schedule at least quarterly meetings for each TAI workgroup, prepare meeting agendas, facilitate and manage the "community mapping" process for each identified TAI under the MfC plan (Truancy, Mental Health and Disproportionate Minority Contact), and create visual representations of each mapping process utilizing Visio and other graphic software.

- C. The Contractor shall lead and oversee the work of the Project Facilitator and Project Secretary.
- D. The Contractor shall gather and review current and relevant literature and research for each TAI and prepare written summaries of literature reviews. The Contractor shall collect reports and data relevant to the development of the community mapping exercises and work plans.
- E. The Contractor shall evaluate available data sources at various agency and state levels. The Contractor shall work with University partners to develop sustainable data analysis systems. Utilizing data, the Contractor shall make recommendations to the workgroups and advisory board regarding data-driven policies and program changes. The Contractor shall have working knowledge of SPSS and I-Grafx software for data analysis and management improvement processes.
- F. The Contractor shall engage in public speaking and education in support of the MfC efforts.
- G. The Contractor shall attend advisory board meetings as necessary to discuss and implement the findings and recommended work plan.
- H. The Contractor shall assist with preliminary tasks related to work plan implementation as discussed and mutually agreed upon with the Benton-Franklin Counties Juvenile Justice Center Administrator.
- I. The Contractor shall develop necessary annual reports and written materials, as well as disseminate these products through written and oral means.
- J. The Contractor agrees to provide its own labor and materials. Unless otherwise provided in this Contract, the Counties will furnish no material, labor, or facilities.
- K. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- L. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties and defined in the MfC grant proposal.
- M. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present written status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. 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: **Jacqueline G. van Wormer**
283 Adair
Richland, WA 99352
Phone: (509) 628-2663
E-mail: jgvanwormer@charter.net
- B. For Counties: **Sharon Paradis, Administrator**
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 736-2724
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. At the rate of \$60.00 per hour, provided that detailed invoices are submitted in accordance with paragraph 4.E below. Contractor will receive this compensation for actual services performed under this Contract and will not be compensated for travel time, except for travel expense reimbursements as provided in paragraph 4.B below. Contractor is not authorized to perform and will not be paid for any work performed that would result in exceeding the maximum contract amount specified in paragraph 4C below.
- B. For any travel expenses that the Contractor believes are necessary for performance of services under this Contract, Contractor must submit a written request and obtain written approval from the Benton-Franklin Counties Juvenile Justice Center Administrator prior to incurring the expenses. Travel expenses that are eligible for reimbursement are: (1) transportation by the most direct route and most economical mode available (i.e., airfare, ground transportation, and/or mileage at the federal reimbursement rate), as determined and approved by the Administrator; (2) lodging expenses for the most economical, suitable accommodations, as determined and approved by the Administrator, (3) reasonable meal cost as determined and approved by the Administrator.
- C. All payments to Contractor for services and expenses under this Contract will be made from funding by the MacArthur Foundation grant. The maximum total amount payable by Counties to the Contractor under this Contract, for all services, shall not exceed Ninety Thousand Dollars (\$90,000.00) for each of the two calendar years (2008 and 2009). In addition, Contractor will be reimbursed for approved expenses under paragraph 4B above.

- D. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- E. The Contractor will submit invoices to the Counties not more than once per month. Invoices shall cover the time Contractor performed work for the Counties during the billing period and shall include (1) dates services were performed, (2) descriptions of services performed, and (3) a list of approved expenses incurred with receipts attached. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work provided that Contractor's invoice meets the requirements of this paragraph, and Counties will remit payment within thirty (30) days from the date of receipt of that invoice.
- F. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- G. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- H. 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.

5. AMENDMENTS AND CHANGES IN WORK

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

6. HOLD HARMLESS AND INDEMNIFICATION

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

business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

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

7. INSURANCE

- A. **Professional Legal Liability:** The Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy-limit it shall be at least two times the incident, loss or person limit.

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

- B. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not

maintain workers compensation insurance. To the extent Contractor hires any employees, however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

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

Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain employers liability insurance. To the extent Contractor hires any employees, however, Contractor shall obtain and maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. **Other Insurance Provisions:**

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

2. The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. The Contractor shall furnish the Counties with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance,

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

2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
Kennewick WA 99336**
6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- A. Either party in its sole discretion may terminate this Contract by giving thirty (30) days written notice by certified mail to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice by certified mail to the other party. In the event this Contract is terminated prior to the end of the contract term, the Counties shall pay the Contractor for all costs incurred by the

Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

10. 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.

11. INDEPENDENT CONTRACTOR

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any

Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.

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

12. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as well as all pertinent JRA Administration Policy Bulletins.

13. OTHER PROVISIONS

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

A. Background Check/Criminal History

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

B. Sexual Misconduct

- 1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
- 2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as

defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

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

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, 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 Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties 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 Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee.

All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

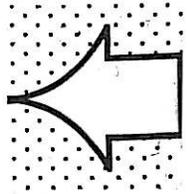
The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

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

Contractor	Benton Franklin Counties Juvenile Justice Center
<i>Jacqueline G. van Wormer</i> Jacqueline G. van Wormer	<i>Sharon A. Paradis</i> Sharon A. Paradis
<i>1/9/08</i> Date	<i>1/9/2008</i> Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>Sarah Perry</i> <i>1/9/08</i> _____ Sarah Perry, Deputy Prosecuting Attorney Date	Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney
By: _____ Name: <u>Leo M. Bowman</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____



AGENDA ITEM: Consent		TYPE OF ACTION NEEDED		
MEETING DATE: B/C 01-14-08 F/C 01-28-08		Executive Contract	<u>xx</u>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT: Authorization to assign a current JPC II to a temporary out-of-class assignment JPC III for the MacArthur Grant program, STTP & Risk Assessment.		Pass Resolution	<u>xx</u>	
		Pass Ordinance		
		Pass Motion		
		Other		
Prepared By:	Kathryn M. Phillips			
Reviewed By:	Sharon Paradis			

BACKGROUND INFORMATION

In 2005, the John D. & Catherine T. MacArthur Foundation selected Washington State to participate in its juvenile justice systems reform initiative, "Models for Change". Washington joins Pennsylvania, Illinois and Louisiana in this major national undertaking to help juvenile justice systems better address the needs of youth and families in the communities they serve. MacArthur Foundation representatives met with a number of the Benton and Franklin Counties juvenile justice community partners on three separate occasions to discuss juvenile justice reform. On June 1, 2007, Governor Christine Gregoire announced five Washington communities selected for development of MacArthur Foundation Models for Change reform strategies: Benton & Franklin Counties, Clark County, King County, Pierce County and Spokane County. The MacArthur Foundation will furnish \$225,000 per year for the next two years to each selected site.

SUMMARY

This position will be grant funded for a period of two years and will end December 31, 2009.

RECOMMENDATION

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

FISCAL IMPACT

This position is 100% funded via the MacArthur grant, Short Term Transition Program and Risk Assessment Program. There is no fiscal impact to either county.

MOTION

I move that the Benton County Board of Commissioners and the Franklin County Board of Commissioners sign the resolution to authorize the Benton-Franklin Counties Juvenile Justice Center to assign a current Juvenile Probation Counselor II, full-time, benefited, bargaining unit staff member a temporary out-of-class assignment to fill the role of Juvenile Probation Counselor III - MacArthur Grant program, Short Term Transition Program and Risk Assessment Program.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER STAFF POSITION 1664 JUVENILE PROBATION COUNSELOR III – MACARTHUR MODELS FOR CHANGE, SHORT TERM TRANSITION PROGRAM AND RISK ASSESSMENT PROGRAM;

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that we be authorized to assign a current Probation Counselor II a Juvenile Probation Counselor III Position (1664), NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners have deemed it appropriate that the Benton and Franklin Counties Juvenile Justice Center be authorized to assign a current Juvenile Probation Counselor II a temporary out-of-class assignment to a Juvenile Probation Counselor III (1664), as a full-time, benefited FTE position to work with the MacArthur Models for Change Grant Program, Short Term Transition Program and Risk Assessment Program.

**DATED this 14th day of January 2008
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 28th day of January 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Attest:

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Constituting the Board of
County Commissioners,
Franklin County, Washington

Clerk of the Board

Clerk of the Board

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract <u>XX</u>	Consent Agenda <u>xx</u>
MEETING DATE: B/C 01-14-08 F/C 01-28-08	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Personal Services Contract Amendment with Apollo Sheet Metal	Pass Ordinance	1st Discussion
Prepared By: Kathryn M. Phillips	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

BACKGROUND INFORMATION

For a number of years the Benton-Franklin Counties Juvenile Justice Center (BFJJC) contracted with Morrison Refrigeration and Heating for maintenance and repair services for the heating and air-conditioning units. Due to Morrison Construction's business reorganization and subsequent closure, it was necessary that we contract with an authorized service representative for our heating and air-conditioning unit's maintenance. Apollo Sheet Metal is such an authorized service representative, is familiar with our facility and equipment and has provided service to BFJJC since August of 2006. The contract amendment is to continue the maintenance service from January 1, 2008 through December 31, 2008.

SUMMARY

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Contract in Benton and Franklin Counties Superior Court Juvenile Division for Apollo Sheet Metal on August 14, 2006 and August 21, 2006, respectively.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Juvenile Justice Center and Apollo Sheet Metal for the period of January 1, 2008 through December 31, 2008.

FISCAL IMPACT

The budget amount is included in the already approved 2008 Juvenile Facilities Department #172 budget.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Personal Services Contract Amendment between Benton-Franklin Counties Juvenile Justice Center and Apollo Sheet Metal to provide heating and air-conditioning maintenance for the Juvenile Justice Center for the period of January 1, 2008 through December 31, 2008.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND APOLLO SHEET METAL, THUS, AMENDING BENTON COUNTY RESOLUTION 06 447 AND FRANKLIN COUNTY RESOLUTION 2006 416, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended personal services contract amendment between the Juvenile Court and Apollo Sheet Metal, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 06 447 and Franklin County Resolution 2006 416, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended personal service contract amendment between the Juvenile Court and Apollo Sheet Metal, thus, amending Benton County Resolution 06 447 and Franklin County Resolution 2006 416.

DATED this 14th day of January 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 28th day of January 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

RECEIVED

DEC 17 2007

PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON-AND FRANKLIN COUNTIES SUPERIOR COURTS, JUVENILE DIVISION, AND APOLLO SHEET METAL

APOLLO SHEET METAL

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and Apollo Sheet Metal, with its principal offices at 1207 W Columbia DR, Kennewick WA 99336 (hereinafter "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 07 113 and executed on February 26, 2007, and Franklin County Resolution No. 2007 080 and executed on February 21, 2007, section 1, Contract Amendment Documents, section 2, Duration of Contract, section 5, Compensation, and section 13, Compliance With Laws, shall be amended as follows:

1. CONTRACT AMENDMENT DOCUMENTS

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

- A. Exhibit A, Preventative Maintenance
- B. Exhibit B, Washington State Prevailing Wage – Benton County (Effective 8-31-07)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2008, and shall expire on December 31, 2008, and will renew for a maximum of one (1) additional successive one-year period on January 1 of the following year unless the Counties notifies the Contractor no later than November 1 that the Counties is not renewing this Contract for the following year. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date

5. COMPENSATION

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

- A. The Counties shall pay Contractor in accordance with the terms herein this Contract Amendment and within the applicable terms of Exhibit A and Exhibit B.
- B. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract and amendments thereto. No initial payment shall be authorized or come due until Contractor has submitted to Counties a statement of intent to pay prevailing wages, in a form approved by, and as certified by, the Washington State Department of Labor and Industries. Further, final payment shall not be authorized or come due until Contractor has submitted to Counties an affidavit of prevailing wages actually paid, in a form approved by, and as certified by, the Washington State Department of Labor and Industries.

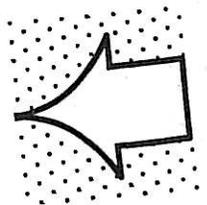
13. COMPLIANCE WITH LAWS

- B. The Contractor shall pay its employees or agents the prevailing rate of wage in accordance with prevailing wage laws and the effective and applicable prevailing wage(s) set forth in Exhibit B. Contractor remains responsible for ensuring that the actual prevailing wages as certified by the Washington State Department of Labor and Industries are paid to each of its employees who are subject to prevailing wage provisions, whether or not such employee's trade is listed in Exhibit B. The parties herein acknowledge that this Exhibit B is provided for informational purposes only and that the Counties make no implicit or explicit guarantee as to its accuracy. Contractor also recognizes the potential for future variance in applicable prevailing wages each year.

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

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

<p>Apollo Sheet Metal</p> <p><i>Dale W. Hollandsworth</i> 12/18/07 <u>Dale Hollandsworth</u> Date</p>	<p>Benton Franklin Counties Juvenile Justice Center</p> <p><i>Sharon A. Paradis</i> 12/13/07 <u>Sharon A. Paradis</u> Date</p>
<p style="text-align: center;">BENTON COUNTY APPROVAL</p> <p>Approved as to Form: <u>Agreed Review Performed by Franklin County</u> Sarah Perry, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Leo M. Bowman</u> <u>Charles Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: Clerk of the Board: _____</p>	<p style="text-align: center;">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form: <u>3008</u> 1/8/08 Ryan Verhup, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: Clerk of the Board: _____</p>





Preventative Maintenance

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

GENERAL SUPPORT PROGRAM FEATURES

(Included with all Support Programs)

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates. Guaranteed response times are identified under the "Specific Technical support Inclusion" section of this proposal.

HVAC SYSTEMS MAINTENANCE

SPECIFIC TECHNICAL SUPPORT INCLUSIONS:

- **Annual Fall Heating Verification:** Verification of your heating systems operation is an effective way to maximize equipment performance and efficiency. During this verification all air filters will be checked, belts will be inspected and heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections and wiring, adjustment of refrigerant levels on heat pumps, and combustion efficiency testing on gas heat units.

Annual Heating Verification Hours: 40 hours

- **Annual Spring Cooling Verification:** Verification of your cooling systems operation is an effective way to maximize equipment performance and efficiency. During this verification all air filters will be checked, belts will be inspected and cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections and wiring, adjustment of refrigerant levels.

Annual Cooling Verification Hours: 40 hours

- **Mid Winter Inspection:** During our Mid-Winter inspection all air filters will be checked, belts will be adjusted and proper heating operation will be verified.

Mid-Winter Inspection Hours: 40 hours

- **Mid-Summer Inspection:** During our Mid-Summer inspection all air filters will be checked, belts will be adjusted and proper cooling operation will be verified.

Mid-Summer Inspection Hours: 40 hour

ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

SPECIFIC TECHNICAL SUPPORT INCLUSIONS:

- **Annual HVAC Controls Verification:** Verification of your HVAC controls is an effective way to maximize building comfort and efficiency. We will verify overall system operation via the system software and physical verification. In addition heat/cool set points and occupancy schedules will be reviewed and adjusted if necessary.

Annual Controls Verification Hours: 8 hours

- **Priority On-Site Support:** We will provide consultation as requested to assist your operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Apollo Sheet Metal. As a support program customer, you will be given priority for "non-scheduled" calls. Should such an emergency arise, we will give you top priority over non-support program customer.

On-Site Support Hours Allowance: 8 hours

- **Training:** Continued training is recommended to refresh your current knowledge as well as provide valuable information on the new system features that may become available in future revisions of your system. The hours shown reflect requirements that were determined during our meetings and conversations regarding your current personnel proficiencies and staffing. During each site visit, we encourage your staff to participate and ask questions. We have found this to be one of the most effective ways to increasing system knowledge. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest. Training classes shall be scheduled and completed quarterly utilizing total hours as follows:

Annual Training Hours Allowance: 4 hours

SUPPORT PROGRAM PRICING SUMMARY:

Support Program Feature	Hours	Cost	Support Program Sell Price
HVAC Maintenance			
Fall Heating Verification:	40	\$3400	\$3000.
Spring cooling Verification:	40	\$3400.	\$3000.
Mid-Winter Inspection:	40	\$3400.	\$3000.
Mid Summer Inspection:	40	\$3400.	\$3000.
Environmental Controls			
Controls Testing & Verification:	8	\$680.	\$600.
Priority On-Site Support:	8	\$680.	\$600.
Training:	4	\$340.	\$300.
Totals:	<u>180</u>	<u>\$15,300.</u>	<u>\$13,500.</u>

Support Program Sell Price – Year 1: \$13,500. + Tax.

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

Curt Dickinson
 Controls Division
 Apollo Sheet Metal
 509-586-1104

By and Between

Apollo Sheet Metal
1207 W. Columbia Drive
Kennewick, Wash. 99336

Benton- Franklin Juvenile Justice Center
5606 W. Canal
Kennewick, Wash. 99336

Service shall be provided at the following location: 5606 W. Canal Kennewick , Washington.

Apollo Sheet Metal shall provide the services as outlined in this Support Service program document dated November 27, 2007.

Duration: This agreement shall remain in effect for an original term of 1 year beginning Jan 1, 2008 for the annual amount stated below. Sixty (60) days prior to current contract expiration date, representative of the Juvenile Justice Center and Apollo Sheet Metal shall reevaluated the facility needs and modify the support program services as required.

Termination: Either party may terminate this agreement with sixty (60) day written notice with current reconciliation of costs.

Charges: For services outlined herein, Benton-Franklin Juvenile Justice Center agrees to pay Apollo Sheet Metal the following amount payable upon presentation of quarterly invoices.

Year 1-January 1, 2008 thru December 31, 2008: \$13,500+ tax.

Prices quoted in this proposal do not include sales tax and are firm for 45 days from date of proposal.

Proposal Accepted by:

Proposal submitted by:

Sharon A. Paradis

Print or type name

Sharon A. Paradis 12/13/07

Signature

Date

Juvenile Court Administrator

Title

Curt Dickinson
Controls Division
Apollo Sheet Metal

Curt Dickinson 11-27-07

Signature

Date



State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Exhibit B

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

BENTON COUNTY

Effective 08-31-07

 (See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$29.21	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.72	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$34.98	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$36.48	1B	5A	8N
PILEDRIIVER/CARPENTER	\$34.98	1B	5A	8N
PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING	\$35.25	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$32.59	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$44.59	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$44.08	1N	5D	8D
BOATMEN	\$44.59	1N	5D	8D
ENGINEER WELDER	\$44.64	1N	5D	8D
LEVERMAN, HYDRAULIC	\$46.21	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$44.59	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$30.44	1P	5A	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$34.23	1		
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$46.52	1E	5A	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$54.37	4A	5A	

BENTON COUNTY

Exhibit B

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.93	4A	5A	
HEAD GROUNDPERSON	\$37.89	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.89	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.27	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.89	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$9.96	1		
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		
FLAGGERS				
JOURNEY LEVEL	\$27.11	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$38.80	1U	5C	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$18.45	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$30.80	1M	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.10	1		
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$7.93	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$43.74	1O	5A	
LABORERS				
ASPHALT RAKER	\$29.75	1M	5D	
ASPHALT ROLLER, WALKING	\$29.48	1M	5D	
BRUSH HOG FEEDER	\$29.21	1M	5D	
BRUSH MACHINE	\$29.75	1M	5D	
CARPENTER TENDER	\$29.21	1M	5D	
CASSION WORKER	\$29.75	1M	5D	
CEMENT FINISHER TENDER	\$29.48	1M	5D	
CEMENT HANDLER	\$29.21	1M	5D	

BENTON COUNTY

Exhibit B

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
CHAIN SAW OPERATOR AND FALLER	\$29.75	1M	5D	
CLEAN-UP LABORER	\$29.21	1M	5D	
CONCRETE CREWMAN	\$29.21	1M	5D	
CONCRETE SAW, WALKING	\$29.48	1M	5D	
CONCRETE SIGNALMAN	\$29.21	1M	5D	
CONCRETE STACK	\$29.75	1M	5D	
CRUSHER FEEDER	\$29.21	1M	5D	
DEMOLITION	\$29.21	1M	5D	
DEMOLITION TORCH	\$29.48	1M	5D	
DOPE POT FIREMAN	\$29.48	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON MACHINERY	\$29.48	1M	5D	
DRILL WITH DUAL MASTS	\$30.03	1M	5D	
DRILL, AIR TRACT	\$29.75	1M	5D	
DRILLS, WAGON	\$29.48	1M	5D	
DUMPMAN	\$29.21	1M	5D	
EROSION CONTROL WORKER	\$29.21	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$27.11	1M	5D	
FIRE WATCH	\$29.21	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$29.21	1M	5D	
FORM SETTER, PAVING	\$29.48	1M	5D	
GENERAL LABORER	\$29.21	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$29.48	1M	5D	
GROUT MACHINE HEADER TENDER	\$29.21	1M	5D	
GUARDRAIL ERECTOR	\$29.21	1M	5D	
GUNITE NOZZLEMAN	\$29.75	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$30.03	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$29.75	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$29.48	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$29.21	1M	5D	
HIGH SCALER	\$29.75	1M	5D	
JACKHAMMER	\$29.48	1M	5D	
LASER BEAM OPERATOR	\$29.75	1M	5D	
MINER, CLASS "A"	\$29.21	1M	5D	
MINER, CLASS "B"	\$29.48	1M	5D	
MINER, CLASS "C"	\$29.75	1M	5D	
MINER, CLASS "D"	\$30.03	1M	5D	
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$29.75	1M	5D	
MORTAR MIXER	\$29.75	1M	5D	
NIPPER	\$29.21	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$29.75	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$29.48	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$29.48	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$29.75	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$29.48	1M	5D	
PIPE, WATER LINER	\$29.48	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$29.48	1M	5D	
PIPELAYER, MULTI PLATE	\$29.48	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$29.75	1M	5D	
PIPEWRAPPER	\$29.75	1M	5D	
PLASTERER TENDER	\$29.75	1M	5D	
POT TENDER	\$29.48	1M	5D	

BENTON COUNTY

Exhibit B

Effective 08-31-07

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		Note Code
		Time Code	Holiday Code	
POWDERMAN				
POWDERMAN HELPER	\$31.40	1M	5D	
POWER BUGGY OPERATOR	\$29.48	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$29.48	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$29.48	1M	5D	
RIPRAP PERSON	\$29.48	1M	5D	
RODDER & SPREADER	\$29.21	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$29.48	1M	5D	
STAKE JUMPER	\$29.21	1M	5D	
STRUCTURAL MOVER	\$29.21	1M	5D	
TAILHOSEMAN, SANDBLAST	\$29.21	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$29.21	1M	5D	
TAMPER	\$29.21	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$29.48	1M	5D	
TRACK LABORER	\$29.21	1M	5D	
TRENCHER, SHAWNEE	\$29.21	1M	5D	
TRUCK LOADER	\$29.48	1M	5D	
TUGGER OPERATOR	\$29.21	1M	5D	
VIBRATOR	\$29.48	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$29.75	1M	5D	
WELL-POINT MAN	\$30.03	1M	5D	
WHEELBARROW, POWER DRIVEN	\$29.21	1M	5D	
LABORERS - UNDERGROUND SEWER & WATER	\$29.48	1M	5D	
GENERAL LABORER				
PIPE LAYER	\$29.21	1M	5D	
LANDSCAPE CONSTRUCTION	\$29.75	1M	5D	
IRRIGATION OR LAWN SPRINKLER INSTALLERS				
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$10.13	1		
LANDSCAPING OR PLANTING LABORERS	\$20.17	1		
LATHERS	\$13.56	1		
JOURNEY LEVEL				
METAL FABRICATION (IN SHOP)	\$34.31	1B	5A	8N
MACHINE OPERATOR				
PAINTER	\$10.53	1		
WELDER	\$9.76	1		
PAINTERS	\$16.70	1		
JOURNEY LEVEL				
PLASTERERS	\$27.47	1W	5A	
JOURNEY LEVEL				
PLAYGROUND & PARK EQUIPMENT INSTALLERS	\$33.99	1N	5D	
JOURNEY LEVEL				
PLUMBERS & PIPEFITTERS	\$7.93	1		
JOURNEY LEVEL				
POWER EQUIPMENT OPERATORS	\$54.24	1Q	5A	
A-FRAME TRUCK (2 OR MORE DRUMS)				
A-FRAME TRUCK (SINGLE DRUM)	\$33.19	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.58	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$33.79	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$32.58	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$33.19	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.58	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$33.79	1M	5D	8D
	\$33.19	1M	5D	8D

BENTON COUNTY

Exhibit B

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$33.51	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$33.79	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$33.51	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$33.79	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$34.06	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$34.06	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$33.79	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$33.19	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$33.79	1M	5D	8D
BELT FINISHING MACHINE	\$32.58	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$33.19	1M	5D	8D
BENDING MACHINE	\$33.19	1M	5D	8D
BIT GRINDERS	\$32.26	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$34.06	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$34.06	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$33.79	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$32.58	1M	5D	8D
BOAT OPERATORS	\$31.71	1M	5D	8D
BOBCAT (SKID STEER)	\$33.19	1M	5D	8D
BOLT THREADING MACHINE	\$32.26	1M	5D	8D
BOOM CATS (SIDE)	\$33.79	1M	5D	8D
BORING MACHINE (EARTH)	\$33.19	1M	5D	8D
BORING MACHINE (ROCK)	\$33.19	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$33.19	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$33.79	1M	5D	8D
CABLEWAY OPERATORS	\$34.06	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$33.19	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$33.51	1M	5D	8D
CEMENT HOG	\$32.58	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$33.19	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$33.19	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$33.79	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$32.58	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$32.26	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$34.06	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$33.79	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$33.35	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$32.58	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$33.79	1M	5D	8D
CRANES, 25 TON & UNDER	\$33.51	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.79	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.06	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$34.59	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$34.06	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.56	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$34.86	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$35.01	1M	5D	8D

BENTON COUNTY

Exhibit B

Effective 08-31-07

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$35.66	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$35.96	1M	5D	8D
CRUSHER FEEDERMAN	\$31.71	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$33.79	1M	5D	8D
DECK ENGINEER	\$33.19	1M	5D	8D
DECK HAND	\$32.26	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 65 TON)	\$33.51	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$34.06	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$32.58	1M	5D	8D
DITCH WITCH OR SIMILAR	\$32.58	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$32.58	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$33.79	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$33.79	1M	5D	8D
DRILL DOCTOR	\$33.79	1M	5D	8D
DRILLERS HELPER	\$32.26	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$33.51	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$33.35	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$34.06	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$32.58	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$33.35	1M	5D	8D
FIREMAN & HEATER TENDER	\$32.26	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$32.58	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$33.19	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$32.58	1M	5D	8D
GRADE CHECKER	\$32.26	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$33.19	1M	5D	8D
H.D. MECHANIC	\$33.79	1M	5D	8D
H.D. WELDER	\$33.79	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$34.06	1M	5D	8D
HELICOPTER PILOT	\$35.01	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$31.71	1M	5D	8D
HOE RAM	\$33.51	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$33.35	1M	5D	8D
HOIST (SINGLE-DRUM)	\$32.58	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$32.26	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$34.06	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$33.19	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$33.19	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$33.19	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$32.58	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$33.35	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 8 YD)	\$33.79	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$34.06	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$35.01	1M	5D	8D
LOCOMOTIVE ENGINEER	\$33.19	1M	5D	8D
LONGITUDINAL FLOAT	\$32.58	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$34.06	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$32.58	1M	5D	8D
MIXERMOBILE	\$33.19	1M	5D	8D

BENTON COUNTY

Exhibit B

Effective 08-31-07

(See Benefit Code Key)

Classification	PREVAILING WAGE	Over		
		Time Code	Holiday Code	Note Code
MUCKING MACHINE	\$33.19	1M	5D	8D
OILER	\$31.71	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$32.26	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$33.35	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$32.58	1M	5D	8D
PAVING (DUAL DRUM)	\$33.51	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$33.79	1M	5D	8D
PILEDIVING ENGINEERS	\$33.51	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$33.19	1M	5D	8D
POWER BROOM	\$32.58	1M	5D	8D
PROBE TENDER (ROTO-MILL)	\$32.58	1M	5D	8D
PUMP (GROUT OR JET)	\$33.19	1M	5D	8D
PUMP OPERATOR (WATER)	\$32.26	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$33.79	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$32.58	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$32.58	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$32.58	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$33.51	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$33.51	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$33.35	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$33.79	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$32.26	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$33.79	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$32.58	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$33.79	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$34.06	1M	5D	8D
SCREED OPERATOR	\$33.79	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$34.06	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$33.79	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$33.51	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$33.35	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$33.19	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$32.58	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$32.58	1M	5D	8D
SPREADER MACHINE	\$33.19	1M	5D	8D
STEAM CLEANER	\$31.71	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$32.58	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$33.35	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$32.58	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$33.79	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$33.19	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$33.19	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$33.79	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$33.35	1M	5D	8D
TUG BOAT OPERATOR	\$33.79	1M	5D	8D
TUGGER OPERATOR	\$32.58	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$33.35	1M	5D	8D
TURNHEAD OPERATOR	\$33.19	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$34.06	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$33.79	1M	5D	8D

BENTON COUNTY

Effective 08-31-07

Exhibit B

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
VACUUM BLASTING MACHINE OPERATOR	\$34.06	1M		
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$33.35	1M		
WELDING MACHINES	\$32.26	1M		
WHIRLEYS & HAMMERHEADS, ALL	\$34.06	1M		
POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER				
(SEE POWER EQUIPMENT OPERATORS)				
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE				
SPRAY PERSON				
TREE EQUIPMENT OPERATOR	\$35.62			
TREE TRIMMER	\$33.82	4A	5A	
TREE TRIMMER GROUNDPERSON	\$34.27	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS	\$31.88	4A	5A	
MECHANIC	\$24.03	4A	5A	
RESIDENTIAL BRICK & MARBLE MASONS				
JOURNEY LEVEL				
RESIDENTIAL CARPENTERS	\$31.16			
JOURNEY LEVEL		1		
RESIDENTIAL CEMENT MASONS	\$35.72			
JOURNEY LEVEL		1M	5A	
RESIDENTIAL DRYWALL TAPERS	\$18.16			
JOURNEY LEVEL		1		
RESIDENTIAL ELECTRICIANS	\$32.59			
JOURNEY LEVEL		1N	5D	
RESIDENTIAL GLAZIERS	\$13.17			
JOURNEY LEVEL		1		
RESIDENTIAL INSULATION APPLICATORS	\$26.66			
JOURNEY LEVEL		1		
RESIDENTIAL LABORERS	\$17.90			
JOURNEY LEVEL		1		
RESIDENTIAL PAINTERS	\$15.87			
JOURNEY LEVEL		1		
RESIDENTIAL PLUMBERS & PIPEFITTERS	\$10.00			
JOURNEY LEVEL		1		
RESIDENTIAL SHEET METAL WORKERS	\$11.10			
JOURNEY LEVEL (FIELD OR SHOP)		1		
RESIDENTIAL SOFT FLOOR LAYERS	\$24.64			
JOURNEY LEVEL		1		
ROOFERS	\$30.87			
JOURNEY LEVEL		1B	5A	
USING IRRITABLE BITUMINOUS MATERIALS	\$23.11			
SHEET METAL WORKERS		1N	5A	
JOURNEY LEVEL (FIELD OR SHOP)	\$30.18			
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL)	\$33.18	2P	5I	
JOURNEY LEVEL		2P	5I	
SOFT FLOOR LAYERS	\$42.78			
JOURNEY LEVEL		1B	5A	
SOLAR CONTROLS FOR WINDOWS	\$14.65			
JOURNEY LEVEL		1		
SPRINKLER FITTERS (FIRE PROTECTION)	\$23.11			
JOURNEY LEVEL		1N	5A	
	\$7.93			
		1		
	\$42.60			
		1R	5Q	

BENTON COUNTY

Exhibit B

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$30.66	2B	5A	
HOLE DIGGER/GROUND PERSON	\$17.19	2B	5A	
INSTALLER (REPAIRER)	\$29.41	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$28.53	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$30.66	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$30.05	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$30.66	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$28.53	2B	5A	
TELEVISION GROUND PERSON	\$16.31	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.68	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$35.78	2B	5A	
TELEVISION TECHNICIAN	\$23.19	2B	5A	
TREE TRIMMER	\$28.53	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$27.82	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$23.87	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$33.03	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$33.20	1N	5D	8M
DUMP TRUCK	\$33.03	1N	5D	8M
DUMP TRUCK & TRAILER	\$33.20	1N	5D	8M
OTHER TRUCKS	\$32.92	1N	5D	8M
TRANSIT MIXER	\$34.30	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$18.00	1		



AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <input checked="" type="checkbox"/>
MEETING DATE: B/C 01-14-08 F/C 01-28-08	Executive Contract <input checked="" type="checkbox"/>	PUBLIC HEARING
SUBJECT: Contract Amendment between Tri-Cities Maintenance & Janitorial II to continue janitorial/custodial services.	Pass Resolution <input checked="" type="checkbox"/>	1ST DISCUSSION
	Pass Ordinance	2ND DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Motion	OTHER
Reviewed By: Sharon Paradis	Other	

BACKGROUND INFORMATION

Since a reduction in funding in June of 2004, the Benton-Franklin Counties Juvenile Justice Center faced a significant challenge in retaining a qualified maintenance employee. In June of 2006 we were successful in identifying a contact cleaning service to clean our facility for the funds allocated for these duties. Tri-Cities Maintenance & Janitorial has been providing custodial service to our facility since June 2006. This Personal Services Contract Amendment that is presented would continue uninterrupted service for the period of January 1, 2008 through December 31, 2008.

SUMMARY

The Benton and Franklin County Boards of Commissioners signed the original Personal Service Contract in Benton and Franklin Counties Superior Court Juvenile Division for Tri-Cities Maintenance & Janitorial II on June 5, 2006 and June 12, 2006, respectively.

RECOMMENDATION

I recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Personal Service Contract Amendment between Tri-Cities Maintenance & Janitorial II and Benton-Franklin Juvenile Justice Center for services for the period of January 1, 2008 through December 31, 2008.

FISCAL IMPACT

This is a fee for services rendered contract and has been approved in the 2008 Juvenile Budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract amendment with the Tri-Cities Maintenance & Janitorial II.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND TRI-CITIES MAINTENANCE & JANITORIAL II, THUS, AMENDING BENTON COUNTY RESOLUTION 07 088 AND FRANKLIN COUNTY RESOLUTION 2007 073, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the amended personal services contract amendment between the Juvenile Court and Tri-Cities Maintenance & Janitorial II, be approved as presented; and

WHEREAS, approval then necessitates amending Benton County Resolution 07 088 and Franklin County Resolution 2007 073, **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the amended personal service contract amendment between the Juvenile Court and Tri-Cities Maintenance & Janitorial II.

DATED this 14th day of January 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 28th day of January 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND TRI-CITIES MAINTENANCE & JANITORIAL II

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and Tri-Cities Maintenance & Janitorial II, with its principal offices at 303 Casey STE A, Richland, WA 99352 (hereinafter, collectively referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Benton County Resolution No. 07 088 and executed on February 5, 2007, and Franklin County Resolution No. 2007 073 and executed on February 12, 2007, section 1, Duration of Contract, section 4, Compensation, and section 12, Compliance With Laws, shall be amended as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2008, and shall expire on December 31, 2008, and will renew for a maximum of one (1) additional successive one-year period on January 1 of the following year unless the Counties notifies the Contractor no later than November 1 that the Counties is not renewing this Contract for the following year. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

4. COMPENSATION

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

- A. The fee for services rendered shall be \$2,349.00 per month. The Counties shall pay Contractor in accordance with the terms herein this Contract or amendments thereto, and within the applicable terms of Exhibit A.

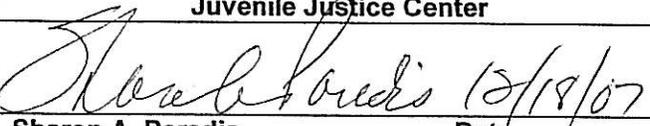
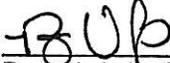
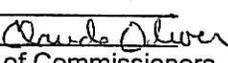
B. No payment shall be made for any work performed by the Contractor except for work identified and set forth in this Contract and amendments thereto. No initial payment shall be authorized or come due until Contractor has submitted to Counties a statement of intent to pay prevailing wages, in a form approved by, and as certified by, the Washington State Department of Labor and Industries. Further, final payment shall not be authorized or come due until Contractor has submitted to Counties and affidavit of prevailing wages actually paid, in a form approved by, and as certified by, the Washington State Department of Labor and Industries.

12. COMPLIANCE WITH LAWS

B. The Contractor shall pay its employees or agents the prevailing rate of wage in accordance with prevailing wage laws and the effective and applicable prevailing wage(s) set forth in the attached and incorporated herein Exhibit A. Contractor remains responsible for ensuring that the actual prevailing wages as certified by the Washington State Department of Labor and Industries are paid to each of its employees who are subject to prevailing wage provisions, whether or not such employee's trade is listed in Exhibit A. The parties herein acknowledge that this Exhibit A is provided for informational purposes only and that the Counties make no implicit or explicit guarantee as to its accuracy. Contractor also recognizes the potential for future variance in applicable prevailing wages each year.

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

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

Tri-Cities Maintenance & Janitorial II	Benton Franklin Counties Juvenile Justice Center
 12/20/07	 12/19/07
Bruce Williams Date	Sharon A. Paradis Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:	Approved as to Form:
<u>Agreed Review Performed by Franklin County</u> Sarah Villanueva, Deputy Prosecuting Attorney Date	 1/08/08 Ryan Verhulst, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Leo M. Bowman</u>  Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
Prevailing Wage Section - Telephone (360) 902-5335
PO Box 44540, Olympia, WA 98504-4540

Exhibit A

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

BENTON COUNTY

Effective 08-31-07

(See Benefit Code Key)

Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$29.21	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.72	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$34.98	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$36.48	1B	5A	8N
PILEDRIIVER/CARPENTER	\$34.98	1B	5A	8N
PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING	\$35.25	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$32.59	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$44.59	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$44.08	1N	5D	8D
BOATMEN	\$44.59	1N	5D	8D
ENGINEER WELDER	\$44.64	1N	5D	8D
LEVERMAN, HYDRAULIC	\$46.21	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$44.59	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$30.44	1P	5A	
ELECTRICAL FIXTURE MAINTENANCE WORKERS				
JOURNEY LEVEL	\$34.23	1		
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$46.52	1E	5A	
ELECTRICIANS - MOTOR SHOP				
CRAFTSMAN	\$15.37	2A	6C	
JOURNEY LEVEL	\$14.69	2A	6C	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$54.37	4A	5A	

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	PREVAILING <u>WAGE</u>	(See Benefit Code Key)		
		<u>Over</u> Time <u>Code</u>	Holiday <u>Code</u>	Note <u>Code</u>
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.93	4A	5A	
HEAD GROUNDPERSON	\$37.89	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.89	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.27	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.89	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FABRICATED PRECAST CONCRETE PRODUCTS				
ALL CLASSIFICATIONS	\$9.96	1		
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		
FLAGGERS				
JOURNEY LEVEL	\$27.11	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$38.80	1U	5C	
HEATING EQUIPMENT MECHANICS				
MECHANIC	\$18.45	1		
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$30.80	1M	5D	
INDUSTRIAL ENGINE AND MACHINE MECHANICS				
MECHANIC	\$15.65	1		
INDUSTRIAL POWER VACUUM CLEANER				
JOURNEY LEVEL	\$9.10	1		
INSPECTION/CLEANING/SEALING OF SEWER & WATER SYSTEMS BY REMOTE CONTROL				
CLEANER OPERATOR, FOAMER OPERATOR	\$9.73	1		
GROUT TRUCK OPERATOR	\$11.48	1		
HEAD OPERATOR	\$12.78	1		
TECHNICIAN	\$7.93	1		
TV TRUCK OPERATOR	\$10.53	1		
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$43.74	1O	5A	
LABORERS				
ASPHALT RAKER	\$29.75	1M	5D	
ASPHALT ROLLER, WALKING	\$29.48	1M	5D	
BRUSH HOG FEEDER	\$29.21	1M	5D	
BRUSH MACHINE	\$29.75	1M	5D	
CARPENTER TENDER	\$29.21	1M	5D	
CASSION WORKER	\$29.75	1M	5D	
CEMENT FINISHER TENDER	\$29.48	1M	5D	
CEMENT HANDLER	\$29.21	1M	5D	

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	(See Benefit Code Key)		
		Over Time <u>Code</u>	Holiday <u>Code</u>	Note <u>Code</u>
CHAIN SAW OPERATOR AND FALLER	\$29.75	1M	5D	
CLEAN-UP LABORER	\$29.21	1M	5D	
CONCRETE CREWMAN	\$29.21	1M	5D	
CONCRETE SAW, WALKING	\$29.48	1M	5D	
CONCRETE SIGNALMAN	\$29.21	1M	5D	
CONCRETE STACK	\$29.75	1M	5D	
CRUSHER FEEDER	\$29.21	1M	5D	
DEMOLITION	\$29.21	1M	5D	
DEMOLITION TORCH	\$29.48	1M	5D	
DOPE POT FIREMAN	\$29.48	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON MACHINERY	\$29.48	1M	5D	
DRILL WITH DUAL MASTS	\$30.03	1M	5D	
DRILL, AIR TRACT	\$29.75	1M	5D	
DRILLS, WAGON	\$29.48	1M	5D	
DUMPMAN	\$29.21	1M	5D	
EROSION CONTROL WORKER	\$29.21	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$27.11	1M	5D	
FIRE WATCH	\$29.21	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$29.21	1M	5D	
FORM SETTER, PAVING	\$29.48	1M	5D	
GENERAL LABORER	\$29.21	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$29.48	1M	5D	
GROUT MACHINE HEADER TENDER	\$29.21	1M	5D	
GUARDRAIL ERECTOR	\$29.21	1M	5D	
GUNITE NOZZLEMAN	\$29.75	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$30.03	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$29.75	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$29.48	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$29.21	1M	5D	
HIGH SCALER	\$29.75	1M	5D	
JACKHAMMER	\$29.48	1M	5D	
LASER BEAM OPERATOR	\$29.75	1M	5D	
MINER, CLASS "A"	\$29.21	1M	5D	
MINER, CLASS "B"	\$29.48	1M	5D	
MINER, CLASS "C"	\$29.75	1M	5D	
MINER, CLASS "D"	\$30.03	1M	5D	
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$29.75	1M	5D	
MORTAR MIXER	\$29.75	1M	5D	
NIPPER	\$29.21	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$29.75	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$29.48	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$29.48	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$29.75	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$29.48	1M	5D	
PIPE, WATER LINER	\$29.48	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$29.48	1M	5D	
PIPELAYER, MULTI PLATE	\$29.48	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$29.75	1M	5D	
PIPEWRAPPER	\$29.75	1M	5D	
PLASTERER TENDER	\$29.75	1M	5D	
POT TENDER	\$29.48	1M	5D	

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
POWDERMAN	\$31.40	1M	5D	
POWDERMAN HELPER	\$29.48	1M	5D	
POWER BUGGY OPERATOR	\$29.48	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$29.48	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$29.48	1M	5D	
RIPRAP PERSON	\$29.21	1M	5D	
RODDER & SPREADER	\$29.48	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$29.21	1M	5D	
STAKE JUMPER	\$29.21	1M	5D	
STRUCTURAL MOVER	\$29.21	1M	5D	
TAILHOSEMAN, SANDBLAST	\$29.21	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$29.21	1M	5D	
TAMPER	\$29.48	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$29.21	1M	5D	
TRACK LABORER	\$29.21	1M	5D	
TRENCHER, SHAWNEE	\$29.48	1M	5D	
TRUCK LOADER	\$29.21	1M	5D	
TUGGER OPERATOR	\$29.48	1M	5D	
VIBRATOR	\$29.75	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$30.03	1M	5D	
WELL-POINT MAN	\$29.21	1M	5D	
WHEELBARROW, POWER DRIVEN	\$29.48	1M	5D	
LABORERS - UNDERGROUND SEWER & WATER				
GENERAL LABORER	\$29.21	1M	5D	
PIPE LAYER	\$29.75	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$10.13	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$20.17	1		
LANDSCAPING OR PLANTING LABORERS	\$13.56	1		
LATHERS				
JOURNEY LEVEL	\$34.31	1B	5A	8N
METAL FABRICATION (IN SHOP)				
MACHINE OPERATOR	\$10.53	1		
PAINTER	\$9.76	1		
WELDER	\$16.70	1		
PAINTERS				
JOURNEY LEVEL	\$27.47	1W	5A	
PLASTERERS				
JOURNEY LEVEL	\$33.99	1N	5D	
PLAYGROUND & PARK EQUIPMENT INSTALLERS				
JOURNEY LEVEL	\$7.93	1		
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$54.24	1Q	5A	
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$33.19	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$32.58	1M	5D	8D
ASPHALT PLANT OPERATOR	\$33.79	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$32.58	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$33.19	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$32.58	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$33.79	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$33.19	1M	5D	8D

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	(See Benefit Code Key)		
		<u>Over</u> <u>Time</u> <u>Code</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$33.51	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$33.79	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$33.51	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$33.79	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$34.06	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$34.06	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$33.79	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$33.19	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$33.79	1M	5D	8D
BELT FINISHING MACHINE	\$32.58	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$33.19	1M	5D	8D
BENDING MACHINE	\$33.19	1M	5D	8D
BIT GRINDERS	\$32.26	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$34.06	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$34.06	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$33.79	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$32.58	1M	5D	8D
BOAT OPERATORS	\$31.71	1M	5D	8D
BOBCAT (SKID STEER)	\$33.19	1M	5D	8D
BOLT THREADING MACHINE	\$32.26	1M	5D	8D
BOOM CATS (SIDE)	\$33.79	1M	5D	8D
BORING MACHINE (EARTH)	\$33.19	1M	5D	8D
BORING MACHINE (ROCK)	\$33.19	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$33.19	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$33.79	1M	5D	8D
CABLEWAY OPERATORS	\$34.06	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$33.19	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$33.51	1M	5D	8D
CEMENT HOG	\$32.58	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$33.19	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$33.19	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$33.79	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$32.58	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$32.26	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$34.06	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$33.79	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$33.35	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$32.58	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$33.79	1M	5D	8D
CRANES, 25 TON & UNDER	\$33.51	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.79	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.06	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$34.59	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$34.06	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.56	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$34.86	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$35.01	1M	5D	8D

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	(See Benefit Code Key)		
		Over Time <u>Code</u>	Holiday <u>Code</u>	Note <u>Code</u>
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$35.66	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$35.96	1M	5D	8D
CRUSHER FEEDERMAN	\$31.71	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$33.79	1M	5D	8D
DECK ENGINEER	\$33.19	1M	5D	8D
DECK HAND	\$32.26	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 65 TON)	\$33.51	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$34.06	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$32.58	1M	5D	8D
DITCH WITCH OR SIMILAR	\$32.58	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$32.58	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$33.79	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$33.79	1M	5D	8D
DRILL DOCTOR	\$33.79	1M	5D	8D
DRILLERS HELPER	\$32.26	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$33.51	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$33.35	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$34.06	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$32.58	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$33.35	1M	5D	8D
FIREMAN & HEATER TENDER	\$32.26	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$32.58	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$33.19	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$32.58	1M	5D	8D
GRADE CHECKER	\$32.26	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$33.19	1M	5D	8D
H.D. MECHANIC	\$33.79	1M	5D	8D
H.D. WELDER	\$33.79	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$34.06	1M	5D	8D
HELICOPTER PILOT	\$35.01	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$31.71	1M	5D	8D
HOE RAM	\$33.51	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$33.35	1M	5D	8D
HOIST (SINGLE-DRUM)	\$32.58	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$32.26	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$34.06	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$33.19	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$33.19	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$33.19	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$32.58	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$33.35	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 8 YD)	\$33.79	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$34.06	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$35.01	1M	5D	8D
LOCOMOTIVE ENGINEER	\$33.19	1M	5D	8D
LONGITUDINAL FLOAT	\$32.58	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$34.06	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$32.58	1M	5D	8D
MIXERMOBILE	\$33.19	1M	5D	8D

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
MUCKING MACHINE	\$33.19	1M	5D	8D
OILER	\$31.71	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$32.26	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$33.35	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$32.58	1M	5D	8D
PAVING (DUAL DRUM)	\$33.51	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$33.79	1M	5D	8D
PILEDIVING ENGINEERS	\$33.51	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$33.19	1M	5D	8D
POWER BROOM	\$32.58	1M	5D	8D
PROBE TENDER (ROTO-MILL)	\$32.58	1M	5D	8D
PUMP (GROUT OR JET)	\$33.19	1M	5D	8D
PUMP OPERATOR (WATER)	\$32.26	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$33.79	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$32.58	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$32.58	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$32.58	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$33.51	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$33.51	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$33.35	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$33.79	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$32.26	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$33.79	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$32.58	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$33.79	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$34.06	1M	5D	8D
SCREED OPERATOR	\$33.79	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$34.06	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$33.79	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$33.51	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$33.35	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$33.19	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$32.58	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$32.58	1M	5D	8D
SPREADER MACHINE	\$33.19	1M	5D	8D
STEAM CLEANER	\$31.71	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$32.58	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$33.35	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$32.58	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$33.79	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$33.19	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$33.19	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$33.79	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$33.35	1M	5D	8D
TUG BOAT OPERATOR	\$33.79	1M	5D	8D
TUGGER OPERATOR	\$32.58	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$33.35	1M	5D	8D
TURNHEAD OPERATOR	\$33.19	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$34.06	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$33.79	1M	5D	8D

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
VACUUM BLASTING MACHINE OPERATOR	\$34.06	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$33.35	1M	5D	8D
WELDING MACHINES	\$32.26	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$34.06	1M	5D	8D
POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER (SEE POWER EQUIPMENT OPERATORS)				
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$35.62	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS MECHANIC	\$31.16	1		
RESIDENTIAL BRICK & MARBLE MASONS JOURNEY LEVEL	\$35.72	1M	5A	
RESIDENTIAL CARPENTERS JOURNEY LEVEL	\$18.16	1		
RESIDENTIAL CEMENT MASONS JOURNEY LEVEL	\$32.59	1N	5D	
RESIDENTIAL DRYWALL TAPERS JOURNEY LEVEL	\$13.17	1		
RESIDENTIAL ELECTRICIANS JOURNEY LEVEL	\$26.66	1		
RESIDENTIAL GLAZIERS JOURNEY LEVEL	\$17.90	1		
RESIDENTIAL INSULATION APPLICATORS JOURNEY LEVEL	\$15.87	1		
RESIDENTIAL LABORERS JOURNEY LEVEL	\$10.00	1		
RESIDENTIAL PAINTERS JOURNEY LEVEL	\$11.10	1		
RESIDENTIAL PLUMBERS & PIPEFITTERS JOURNEY LEVEL	\$24.64	1		
RESIDENTIAL SHEET METAL WORKERS JOURNEY LEVEL (FIELD OR SHOP)	\$30.87	1B	5A	
RESIDENTIAL SOFT FLOOR LAYERS JOURNEY LEVEL	\$23.11	1N	5A	
ROOFERS JOURNEY LEVEL	\$30.18	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$33.18	2P	5I	
SHEET METAL WORKERS JOURNEY LEVEL (FIELD OR SHOP)	\$42.78	1B	5A	
SIGN MAKERS & INSTALLERS (NON-ELECTRICAL) JOURNEY LEVEL	\$14.65	1		
SOFT FLOOR LAYERS JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS JOURNEY LEVEL	\$7.93	1		
SPRINKLER FITTERS (FIRE PROTECTION) JOURNEY LEVEL	\$42.60	1R	5Q	

BENTON COUNTY

Exhibit A

Effective 08-31-07

<u>Classification</u>	<u>PREVAILING</u> <u>WAGE</u>	<u>Over</u> <u>Time</u>	<u>Holiday</u> <u>Code</u>	<u>Note</u> <u>Code</u>
(See Benefit Code Key)				
STAGE RIGGING MECHANICS (NON STRUCTURAL)				
JOURNEY LEVEL	\$13.23	1		
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$30.66	2B	5A	
HOLE DIGGER/GROUND PERSON	\$17.19	2B	5A	
INSTALLER (REPAIRER)	\$29.41	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$28.53	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$30.66	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$30.05	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$30.66	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$28.53	2B	5A	
TELEVISION GROUND PERSON	\$16.31	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.68	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$35.78	2B	5A	
TELEVISION TECHNICIAN	\$23.19	2B	5A	
TREE TRIMMER	\$28.53	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$27.82	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$23.87	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$33.03	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$33.20	1N	5D	8M
DUMP TRUCK	\$33.03	1N	5D	8M
DUMP TRUCK & TRAILER	\$33.20	1N	5D	8M
OTHER TRUCKS	\$32.92	1N	5D	8M
TRANSIT MIXER	\$34.30	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$18.00	1		

W

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT NUMBER 171, OPERATIONS, DEPARTMENT NUMBER 173, FEE FOR SERVICE AND DEPARTMENT NUMBER 174, GRANT REIMBURSEMENT, and

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

DATED at Prosser, Washington, this 14th day of January 2008.

Chairman

ATTEST:

Member

Clerk of the Board

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

**EXHIBIT A
LINE ITEM TRANSFERS**

Department: Operations, Fee for Service & Grant Reimbursement
 Fund Name: Juvenile Justice Center
 Department No: 171, 173 & 174
 Fund: 0115-101

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
527-100	171-1645	Counselor-II	\$53,376	527-100	171-1647	Counselor-II	\$53,376
527-100	171-1668	Counselor-III	\$11,304	527-100	171-1655	Counselor III	\$11,304
527-400	173-1668	Counselor III	\$15,384	527-400	173-1655	Counselor III	\$15,384
527-400	173-1647	Counselor II	\$44,571	527-400	173-1664	Counselor II	\$27,517
				527-400	173-1645	Counselor II	\$17,054
527-400	174-1668	Counselor III	\$8,244	527-400	174-1655	Counselor III	\$8,244
527-400	174-1655	Counselor III	\$19,428	527-400	174-1668	Counselor III	\$19,428
527-400	174-4103	Professional Services	\$36,223	527-400	174-1664	Counselor III	\$27,450
				527-400	174-2102	FICA/Medicare	\$2,102
				527-400	174-2103	Medical Insurance	\$4,176
				527-400	174-2104	Retirement	\$1,984
				527-400	174-9908	Accumulated Leave	\$481
Totals			\$188,530				\$188,530

EXPLANATION:

This request supports the movement of funds necessary to facilitate the Juvenile Justice Center's reallocation of duties due to staff turnover. This Line item transfer request supports the movement of funds from professional services to personnel necessary to facilitate the MacArthur Grant program as defined in the grant application. When the County budget was originally submitted, it was anticipated at that time that only Professional Services would be utilized, however some personnel was identified when the final grant application was submitted. This line item does not change the scope of the grant, however allows us to remain in compliance with grant funding.

Prepared by Jennifer Bowe 1/9/08
 Jennifer Bowe, Administrative Services Manager
 Authorized by Sharon Paradis 1/9/08
 Sharon Paradis, Administrator

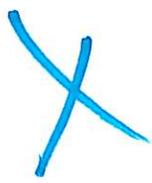
Benton County

Approved Denied

Chairman

Member

Member



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH DEAN CHUANG, ATTORNEY AT LAW, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; RESCINDING PREVIOUS PERSONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners previously entered into a Personal Service Agreement with Dean Chuang for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 07-567;

WHEREAS, the Board of County Commissioners and Dean Chuang both desire to terminate that Personal Service Agreement, Resolution 07-567 and enter into a new agreement effective January 01, 2008;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Dean Chuang, Attorney at Law for the period January 01, 2008 through December 31, 2012.

BE IT FURTHER RESOLVED that the Personal Service Agreement, Resolution 07-567 between Benton County and Dean Chuang, previously entered into be and hereby is terminated effective December 31, 2007.

Dated this _____ day of _____, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Benton Franklin Office of Public Defense
Cc: Dean Chuang; Jacki Lahtinen; Rosie Sparks;
Rosemary Ozuna

J Paxton

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

THIS AGREEMENT is entered into by and between Dean Chuang, attorney at law, Washington State Bar Association #38095 ("Attorney") dba Ajax Law Firm and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1385 George Washington Way. Richland, WA. 99354 Attorney's current local office telephone and fax numbers are (509) 946-7778 and (509) 946-7711, respectively; and Attorney's current office/work e-mail address is dean@ajaxlawfirm.org

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

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

Date: _____

Date: Dec 27, 2007

BENTON COUNTY

Chairman

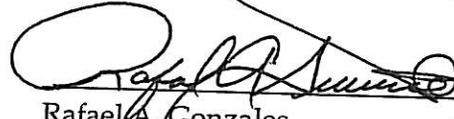
Commissioner

Commissioner

ATTORNEY



Approved as to Form:



Rafael A. Gonzales
Indigent Defense Coordinator

10/26

Y

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT WITH GLORIA OCHOA LAWRENCE, ATTORNEY AT LAW, DBA OCHOA LAWRENCE LAW GROUP, PLLC. FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT

WHEREAS, the Board of County Commissioners and Gloria Ochoa Lawrence, Attorney at Law, both desire to enter into an agreement effective on January 01, 2008 for legal representation of indigent individuals charged with Misdemeanors in District Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Service Agreement for Legal Representation of Indigent Individuals Charged with Misdemeanors in District Court with Gloria Ochoa Lawrence, Attorney at Law for the period January 01, 2008 through March 30, 2008.

Dated this _____ day of _____, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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

THIS AGREEMENT is entered into by and between Gloria Ochoa Lawrence, attorney at law, Washington State Bar Association #31087 ("Attorney") DBA Ochoa Lawrence Law Group, PLLC, and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **30th day of March, 2008**, unless earlier terminated or extended pursuant to the applicable terms and provisions of this Agreement, including but not limited to assumption of full-time or part-time contract.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 7401 W. Grandridge Blvd, Suite 102. Kennewick, WA 99336 Attorney's current local office telephone and fax numbers are (509) 734-1345 and (509) 735-4612, respectively; and Attorney's current office/work e-mail address is Gloria.Lawrence@Ochoalawrencelaw.com

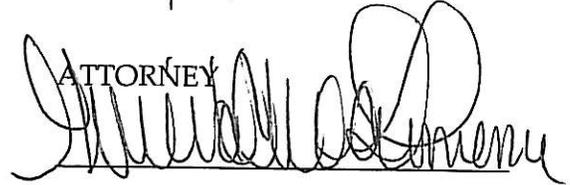
b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the Greater Tri-Cities, Washington, and/or Attorney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

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

Date: _____

Date: 1/8/2008

BENTON COUNTY

ATTORNEY


Chairman

Approved as to Form:

Commissioner


Rafael A. Gonzales
Indigent Defense Coordinator

Commissioner

2

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH DAWN E. HICKMAN, ATTORNEY AT LAW, DBA HICKMAN & POLAND, PLLC. FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT

WHEREAS, the Board of County Commissioners and Dawn E. Hickman, Attorney at Law, both desire to enter into an agreement effective on January 01, 2008 for legal representation of indigent individuals charged with Misdemeanors in District Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Dawn E. Hickman, Attorney at Law for the period January 01, 2008 through December 31, 2012.

Dated this day of, 2007.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: file
cc: Rosie Sparks; Dawn Hickman; Jacki Lahtinen;
Rosemary Ozuna (PA)

J Paxton

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

THIS AGREEMENT is entered into by and between Dawn E. Hickman, attorney at law, Washington State Bar Association #32597 ("Attorney") dba Hickman and Poland, PLLC and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at Hickman & Poland, PLLC 324 W. Kennewick Avenue. Kennewick, WA 99336 Attorney's current local office telephone and fax numbers are (509) 582-3291 and (509) 582-6484, respectively; and Attorney's current office/work e-mail address is Dhickman302@yahoo.com

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location

Date: _____

Date: December 19, 2007

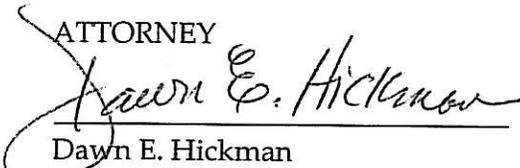
BENTON COUNTY

Chairman

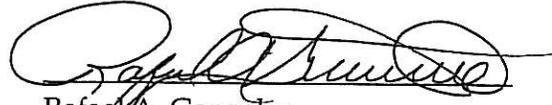
Commissioner

Commissioner

ATTORNEY


Dawn E. Hickman

Approved as to Form:


Rafael A. Gonzales
Indigent Defense Coordinator

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH DANIEL KATHREN, ATTORNEY AT LAW, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; RESCINDING PREVIOUS PERSONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners previously entered into a Personal Service Agreement with Daniel Kathren for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 05-090;

WHEREAS, the Board of County Commissioners and Daniel Kathren both desire to terminate that Personal Service Agreement, Resolution 05-090 and enter into a new agreement effective January 01, 2008;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Daniel Kathren, Attorney at Law for the period January 01, 2008 through December 31, 2012.

BE IT FURTHER RESOLVED that the Personal Service Agreement, Resolution 05-090 between Benton County and Dan Kathren, previously entered into be and hereby is terminated effective December 31, 2007.

Dated this _____ day of _____, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Benton Franklin Office of Public Defense
Cc: Daniel Kathren; Jacki Lahtinen; Rosie Sparks;
Rosemary Ozuna

J Paxton

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

THIS AGREEMENT is entered into by and between Dan Kathren, attorney at law, Washington State Bar Association #26133 ("Attorney") and BENTON COUNTY a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

- a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1776 Fowler, Suite 6 Richland, WA. 99352 Attorney's current local office telephone and fax numbers are (509) 783-3376 and (509) 783-3206, respectively.
- b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the Greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another Greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such

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

Date: _____

Date: 11/3/08

BENTON COUNTY

ATTORNEY

Chairman



Commissioner

Approved as to Form:

Commissioner



Rafael A. Gonzales
Indigent Defense Coordinator

bb

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH SCOTT NACCARATO, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; RESCINDING PREVIOUS PERSONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners previously entered into a Personal Service Agreement with Scott Naccarato for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 05-120;

WHEREAS, the Board of County Commissioners and Scott Naccarato both desire to terminate that Personal Service Agreement, Resolution 05-120 and enter into a new agreement effective January 01, 2008;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Scott Naccarato, Attorney at Law for the period January 01, 2008 through December 31, 2012.

BE IT FURTHER RESOLVED that the Personal Service Agreement, Resolution 05-120 between Benton County and Scott Naccarato, previously entered into be and hereby is terminated effective December 31, 2007.

Dated this _____ day of _____, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Benton Franklin Office of Public Defense
Cc: Scott Naccarato; Jacki Lahtinen; Rosie Sparks;
Rosemary Ozuna

J Paxton

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

THIS AGREEMENT is entered into by and between Scott Naccarato, attorney at law, Washington State Bar Association #20633 ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 7502 W. Deschutes Place. Kennewick, WA. 99336 Attorney's current local office telephone and fax numbers are (509) 783-5551 ext. 309 and (509) 736-1151, respectively.

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

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

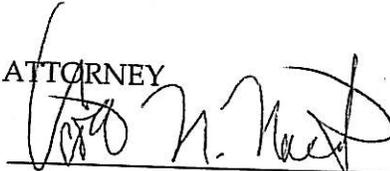
Date: _____

Date: 1/3/08

BENTON COUNTY

ATTORNEY

Chairman



Commissioner

Approved as to Form:

Commissioner



Rafael A. Gonzales
Indigent Defense Coordinator

CC

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH PEYMAN YOUNESI, ATTORNEY AT LAW, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; RESCINDING PREVIOUS PERSONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners previously entered into a Personal Service Agreement with Peyman Younesi for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 07-760;

WHEREAS, the Board of County Commissioners and Peyman Younesi both desire to terminate that Personal Service Agreement, Resolution 07-760 and enter into a new agreement effective January 01, 2008;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Peyman Younesi, Attorney at Law for the period January 01, 2008 through December 31, 2012.

BE IT FURTHER RESOLVED that the Personal Service Agreement, Resolution 07-760 between Benton County and Peyman Younesi, previously entered into be and hereby is terminated effective December 31, 2007.

Dated this _____ day of _____, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Benton Franklin Office of Public Defense
Cc: Peyman Younesi; Jacki Lahtinen; Rosie Sparks;
Rosemary Ozuna

J Paxton

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

THIS AGREEMENT is entered into by and between Peyman Younesi, attorney at law, Washington State Bar Association #36226, DBA Peyman Younesi, Esq., PLLC, ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1030 N. Center Parkway. Kennewick, WA. 99336 Attorney's current local office telephone and fax numbers are (509) 396-0241 and (509) 396-0241, respectively, and Attorney's current office/work e-mail is PY411@yahoo.com

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

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

Date: _____

BENTON COUNTY

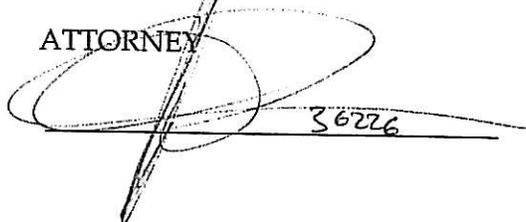
Chairman

Commissioner

Commissioner

Date: 12/21/07

ATTORNEY



36226

Approved as to Form:



Rafael A. Gonzales
Indigent Defense Coordinator

dd

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH ADDENDUM BETWEEN MARY S. POLAND, ATTORNEY AT LAW, DBA HICKMAN & POLAND, PLLC. FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT

WHEREAS, the Board of County Commissioners and Mary S. Poland, Attorney at Law, both desire to enter into an agreement with addendum effective on January 01, 2008 for legal representation of indigent individuals charged with Misdemeanors in District Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement with addendum for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Mary S. Poland, Attorney at Law for the period January 01, 2008 through December 31, 2012.

Dated this day of, 2007.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: file
cc: Rosie Sparks; Mary S. Poland; Jacki Lahtinen;
Rosemary Ozuna (PA)

J Paxton

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

THIS AGREEMENT is entered into by and between Mary S. Poland, attorney at law, Washington State Bar Association #33599 ("Attorney") dba Hickman & Poland, PLLC and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2012**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 324 W. Kennewick Avenue. Kennewick, WA. 99336 Attorney's current local office telephone and fax numbers are (509) 582-3291 and (509) 582-6484, respectively; and Attorney's current office/work e-mail address is MarySPoland@yahoo.com

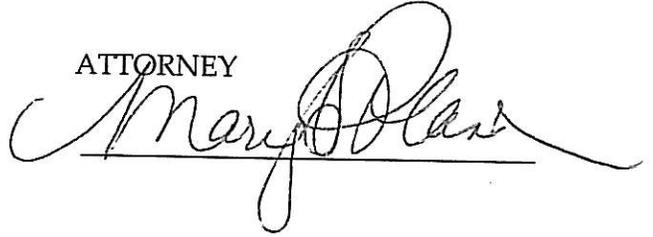
b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location

Date: _____

Date: Dec. 19, 2007

BENTON COUNTY

ATTORNEY



A handwritten signature in cursive script, appearing to read "Mary O'Blair", written over a horizontal line.

Chairman

Approved as to Form:

Commissioner



A handwritten signature in cursive script, appearing to read "Rafael A. Gonzales", written over a horizontal line.

Rafael A. Gonzales
Indigent Defense Coordinator

Commissioner

**ADDENDUM TO MARY S. POLAND, ATTORNEY AT LAW,
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY
DISTRICT COURT**

THIS SPECIFIC AGREEMENT to render additional professional services for indigent persons for a specific Benton County District Court docket is entered into by and between Mary S. Poland, attorney at law, dba Hickman & Poland, PLLC Washington State Bar Association # 33599 ("Attorney") and **BENTON COUNTY**, a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.
- C. The Benton County District Court hears a specific criminal docket in Prosser, WA, at regularly scheduled intervals for the purpose of completing criminal cases in that geographic area and intends to continue to do so. Indigent persons charged with misdemeanor criminal offenses whose cases are heard on that docket require legal services.
- D. Attorney desires to continue representing those clients under the same terms and conditions as those in the specific Professional Services Agreement now in effect between Attorney and the County to provide such services in the Benton County District Court.
- E. Due to travel time and other demonstrated needs, it is the County's intent to contract with Attorney to provide the services for the Prosser Docket by contracting with Attorney to provide those services under the same compensation terms as those specified in the Professional Services Agreement now in effect, i.e. under the terms and conditions specified in Item 12 (Monthly Compensation) for a one-year period.

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

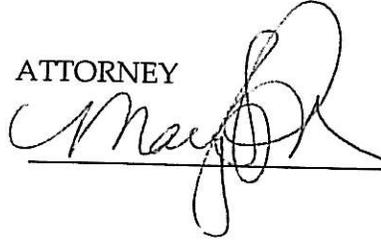
Date: _____

Date: Dec 19, 2007

BENTON COUNTY

ATTORNEY

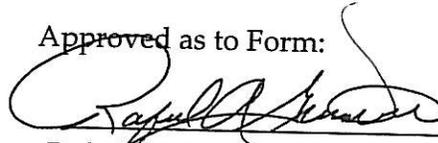
Chairman



Commissioner

Approved as to Form:

Commissioner



Rafael A. Gonzales
Indigent Defense Coordinator

ee

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT WITH ADDENDUM, BETWEEN ELISA RILEY ATTORNEY AT LAW, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; RESCINDING PREVIOUS PERSONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners previously entered into a Personal Service Agreement with Elisa Riley for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 07-761;

WHEREAS, the Board of County Commissioners and Elisa Riley both desire to terminate that Personal Service Agreement, Resolution 07-761 and enter into a new agreement effective January 01, 2008;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement for Legal Representation of Indigent Individuals charged with Misdemeanors in District Court with Elisa Riley, Attorney at Law for the period January 01, 2008 through December 31, 2009.

BE IT FURTHER RESOLVED that the Personal Service Agreement, Resolution 07-761 between Benton County and Elisa Riley, previously entered into be and hereby is terminated effective December 31, 2007.

Dated this _____ day of _____, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Benton Franklin Office of Public Defense
Cc: Daniel Kathren; Jacki Lahtinen; Rosie Sparks;
Rosemary Ozuna

J Paxton

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

THIS AGREEMENT is entered into by and between Elisa Riley, attorney at law, Washington State Bar Association #36142 ("Attorney") dba Saxton Riley, PLLC, and **BENTON COUNTY** a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2017**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1112 Meade Avenue. Prosser, WA. 99350 Attorney's current local office telephone and fax numbers are (509) 786-1817 and (509) 786-1617, respectively; and Attorney's current office/work e-mail address is Riley@clearwire.com

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

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

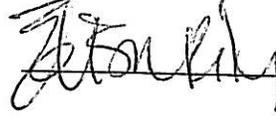
Date: _____

Date: _____

BENTON COUNTY

ATTORNEY

Chairman



Commissioner

Approved as to Form:

Commissioner


Rafael A. Gonzales
Indigent Defense Coordinator

ADDENDUM TO ELISA RILEY, ATTORNEY AT LAW, PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

THIS SPECIFIC AGREEMENT to provide compensation for excess cases handled on the Benton County District Court docket and to specifically provide for case carryover is entered into by and between Elisa Riley, attorney at law, Washington State Bar Association #36142, DBA Saxton Riley, PLLC, ("Attorney") and BENTON COUNTY, a State of Washington political subdivision (the County), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.
- C. Attorney was a contractor for Benton County District Court in 2007 and accepted a total of 212 cases in excess of general caseload limits.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31st day of December 2008**, unless earlier terminated or extended pursuant to the applicable terms and provisions of this Agreement. This agreement is specifically agreed to be and is presented as an addendum to the specific Professional Services Agreement to provide legal representation to indigent persons in Benton County District Court that currently is in effect between the Attorney and the County.

2. **SPECIFIC TERMS AND CONDITIONS OF AGREEMENT.**

a. The general terms and conditions in effect under the specific Professional Services Agreement now in effect between Attorney and the County remain in full force and effect and shall serve as the terms and conditions of this agreement unless

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

Date: _____

Date: 01/08/08

BENTON COUNTY

ATTORNEY

Chairman

[Signature]

Commissioner

Approved as to Form:

Commissioner

[Signature]
Rafael A. Gonzales
Indigent Defense Coordinator

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 1/14/08 Subject: Temporary Civil Service Support Position Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing <u> X </u> 1st Discussion 2nd Discussion Other

ff
 X

BACKGROUND INFORMATION

The Benton County Commissioners approved funding for temporary help in the Civil Service 2008 budget. I would like to request that a temporary grade of 3 on the non-bargaining salary scale be approved for the position of a Temporary Civil Service Support position.

SUMMARY

See above.

RECOMMENDATION

Approve resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR THE TEMPORARY CIVIL SERVICE SUPPORT POSITION IN CIVIL SERVICE

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

WHEREAS, that Resolution includes a process for "new" position and/or substantially changed position (re)classification/grade requests to be processed for a determination by the Board of Benton County Commissioners; and

WHEREAS, the Board of Benton County Commissioners has suspended the Non-Bargaining Position Evaluation Committee; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a temporary grade of 3 on the Benton County non-bargaining salary schedule to the temporary civil service support position; and

BE IT FURTHER RESOLVED, that the position of temporary civil service support immediately be sent to the Non-Bargaining Position Evaluation Committee for classification once the committee is re-established; and

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

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

NOW THEREFORE, BE IT RESOLVED that the County Commissioners of Benton County do hereby approve the creation of the temporary civil service support position, established at a Grade 3 on the Benton County non-bargaining salary scale.

Dated this day of , 20

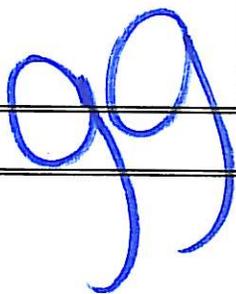
Chairman of the Board

Member

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Jan. 14, 2008 Subject: Purchase Agreement Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other
		

BACKGROUND INFORMATION

See resolution.

SUMMARY

See above.

RECOMMENDATION

Sign Resolution

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SERVICING THE FIRST AID KITS THROUGHOUT THE BENTON COUNTY FACILITIES AND VEHICLES

WHEREAS, Benton County Risk Manager provides first aid kits and supplies to Benton County Facilities and Vehicles; and

WHEREAS, WAC 296-800-15020 requires employers to have first aid supplies which are readily available to all employees; and

WHEREAS, money is available for the purchase of these kits and supplies in the Insurance Management Fund, 0504-101, and

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

WHEREAS, the Benton County Risk Manager has exclusively used in the past Zee Medical, Inc. as its supplier of first aid kits and first aid supplies, and

WHEREAS, the order of supplies has a grand total purchase price of \$1020.55, **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Benton County Risk Manager's office proceed with the purchase of the supplies for \$1020.55 (including wsst).

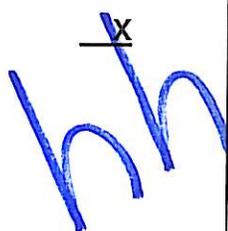
Dated this 14 day of January 2008.

Chairman of the Board

Member

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

CC: Personnel, Prosecutor (Rosemary), Auditor Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Jan. 14, 2008 Subject: Service Agreement Amendment Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

See Attached Service Agreement Amendment.

SUMMARY

Same as above.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel Manager, and Eric Hsu, Civil DPA, we recommend the approving the Service Agreement Amendment with The Empirical Co.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED SERVICE AGREEMENT BETWEEN BENTON COUNTY AND THE EMPIRICAL COMPANY, A DIVISION OF THE ELICIT CORPORATION, TO PROVIDE INDOOR AIR QUALITY TESTING AT THE KENNEWICK ANNEX.

WHEREAS, the Board awarded the services between Benton County and the Empirical Company, a division of the Elicit Corporation to provide indoor air quality testing at the Kennewick Annex for a contract amount of \$18,196 via Resolution 07-645; and

WHEREAS, additional Indoor Air Quality testing at the Kennewick Annex added expenses above the contract amount; and

WHEREAS, Benton County wishes to amend the service agreement and increase the agreement to an amount not to exceed \$5,862.97 to cover any unexpected expense; **NOW, THEREFORE**

BE IT RESOLVED the Benton County Commissioners hereby approves the attached amended service agreement and authorized the Chairman of the Board to sign the attached Service Agreement Amendment between Benton County and The Empirical Company, A Division of the Elicit Corporation.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **THE EMPRIAL COMPANY, A DIVISION OF THE ELICIT CORPORATION**, hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Service Agreement dated September 10, 2007 (the "AGREEMENT") to provide Indoor Air Quality Testing at the Kennewick Annex Facility; and

WHEREAS, the AGREEMENT specifies the maximum total amount payable by the COUNTY to the CONTRACTOR under said AGREEMENT shall not exceed eighteen thousand one hundred ninety six dollars, (\$18,196.00); and

WHEREAS, due to additional requested indoor air quality testing conducted at the Kennewick Annex, and a requested response letter to employees regarding their concerns about the original testing report, additional costs are necessary to accomplish the goals of the testing;

WHEREAS, the COUNTY wishes to amend the AGREEMENT and increase the Service Agreement by an amount not to exceed \$5,862.97 to cover any added expense; **NOW, THEREFORE**

BE IT RESOLVED in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Section 5 of the Service Agreement shall be replaced with the following:

Compensation

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed twenty four thousand fifty-eight dollars and ninety seven cents for said services.

2. The Scope of Services in the attached document referenced by Section 3 shall be amended to add the following:
 - Spend any required time address individual employee concerns about air quality during walk-through of facility or during subsequent testing visits, if requested by individual employees;
 - Collect any additional reasonable air samples requested by individual employees during walk-through of facility or during subsequent testing visits;
 - Draft response letter to address employee concerns about method, manner or results or testing;

Orig.: File

cc: Auditors; R. Ozuna; Cliff's Septic Service

All other terms and conditions of the Contract shall remain the same.

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

BENTON COUNTY

**The Empirical Company, A Division of
the Elicit Corporation**

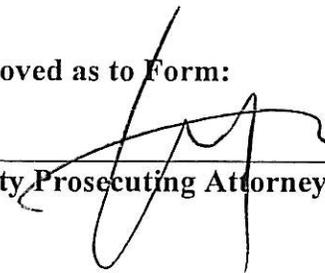
Claude Oliver, Chairman

Ed DeLorme, Vice President

Date: _____

Date: _____

Approved as to Form:



Deputy Prosecuting Attorney

Date: 1/9/08

SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **THE EMPRIICAL COMPANY, A DIVISION OF THE ELICIT CORPORATION**, hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Service Agreement dated September 10, 2007 (the "AGREEMENT") to provide Indoor Air Quality Testing at the Kennewick Annex Facility; and

WHEREAS, the AGREEMENT specifies the maximum total amount payable by the COUNTY to the CONTRACTOR under said AGREEMENT shall not exceed eighteen thousand one hundred ninety six dollars, (\$18,196.00); and

WHEREAS, due to additional requested indoor air quality testing conducted at the Kennewick Annex, and a requested response letter to employees regarding their concerns about the original testing report, additional costs are necessary to accomplish the goals of the testing;

WHEREAS, the COUNTY wishes to amend the AGREEMENT and increase the Service Agreement by an amount not to exceed \$5,862.97 to cover any added expense; **NOW, THEREFORE**

BE IT RESOLVED in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Section 5 of the Service Agreement shall be replaced with the following:

Compensation

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed twenty four thousand fifty-eight dollars and ninety seven cents for said services.

2. The Scope of Services in the attached document referenced by Section 3 shall be amended to add the following:

- Spend any required time address individual employee concerns about air quality during walk-through of facility or during subsequent testing visits, if requested by individual employees;
- Collect any additional reasonable air samples requested by individual employees during walk-through of facility or during subsequent testing visits;
- Draft response letter to address employee concerns about method, manner or results or testing;

Orig.: File

cc: Auditors; R. Ozuna; Cliff's Septic Service

All other terms and conditions of the Contract shall remain the same.

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

BENTON COUNTY

**The Empirical Company, A Division of
the Elicit Corporation**

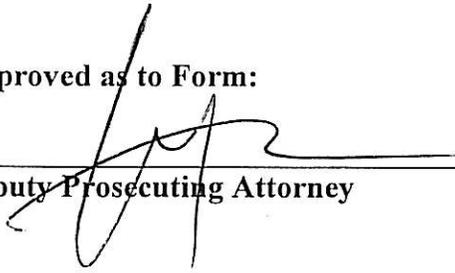
Claude Oliver, Chairman

Ed DeLorme, Vice President

Date: _____

Date: _____

Approved as to Form:



Deputy Prosecuting Attorney

Date: 1/9/08

11

<p>AGENDA ITEM MEETING DATE: January 14, 2008 SUBJECT Re-appointment of Brent Chigbrow to the Board of Adjustment MEMO DATE: January 4, 2008 Prepared By: Carel Hiatt Reviewed By Terry A. Marden</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
---	---	--

BACKGROUND INFORMATION

Attached please find a letter from Brent Chigbrow indicating his desire to be re-appointed for another six-year term. Also attached is a copy of the resolution re-appointing him for another six-year term on the Board of Adjustment for Benton County that expired on December 31, 2007.

SUMMARY

Mr. Chigbrow is from Commissioner District No. 2 and has indicated his willingness to serve another six-year term on the Board of Adjustment for Benton County. The resolution will need to be signed by the Board for this re-appointment.

RECOMMENDATION

It is the Planning Department's recommendation that the Board of County Commissioners sign the resolution re-appointing Mr. Chigbrow to serve another six-year term on the Board of Adjustment for Benton County. Mr. Chigbrow's current term expired on December 31, 2007.

FISCAL IMPACT

None.

MOTION

A motion will need to be made to have the Chairman of the Board re-appoint Mr. Chigbrow to serve another six-year term on the Board of Adjustment for Benton County.

Benton County Planning/Building Department

Terry A. Marden, Director

ANNING
Planning Annex
P.O. Box 910, 1002 Dudley Avenue
Prosser WA 99350
Prosser Office: (509) 786-5612
From Tri-Cities: (509) 736-3086
Fax: (509) 786-5629

BUILDING
Kennewick Annex
5600 W. Canal Drive, Suite C 105A
Kennewick WA 99336
Tri-Cities Office: (509) 735-3500
From Prosser: (509) 786-5622
Fax: (509) 736-2732

DATE: JANUARY 4, 2008

TO: BRENT CHIGBROW, MEMBER
BENTON COUNTY BOARD OF ADJUSTMENT

FROM: CAREL HIATT
BENTON COUNTY PLANNING DEPARTMENT

RE: TERM EXPIRATION DATE – DECEMBER 31, 2007

THE BOARD OF ADJUSTMENT SIX YEAR TERM OF WHICH YOU HAVE SERVED EXPIRED ON DECEMBER 31, 2007. IF YOU DESIRE TO SERVE ANOTHER SIX-YEAR TERM, PLEASE CHECK THE APPROPRIATE STATEMENT. IF YOU DESIRE NOT TO RENEW FOR ANOTHER SIX YEARS, PLEASE CHECK THE APPROPRIATE STATEMENT.

YES, I WOULD LIKE TO BE REAPPOINTED TO SERVE ANOTHER SIX-YEAR TERM ON THE BOARD OF ADJUSTMENT

NO, I WOULD NOT LIKE TO SERVE ANOTHER SIX YEAR TERM FOR THE BOARD OF ADJUSTMENT

DATE: 1-8-08

SIGNATURE



BRENT CHIGBROW

THANK YOU

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF BRENT CHIGBROW TO THE BOARD OF ADJUSTMENT

WHEREAS, the term of office on the Benton County Board of Adjustment for Brent Chigbrow expired on December 31, 2007, and

WHEREAS, Mr. Chigbrow has expressed his interest and willingness to serve another term in this capacity, NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of County Commissioners is directed to reappoint Mr. Chigbrow to the Benton County Board of Adjustment for a six (6) year term, said term expiring December 31, 2013.

Dated this _____ day of _____ 2008 .

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....
Clerk of the Board

Terry A. Marden/ch

CC: Planning, Appointee, File

BENTON COUNTY
SALARY REQUEST STATEMENT

KK

REASON FOR REQUEST Step Placement

POSITION Legal Sec V

Salvina Perez

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 11/1/07

OFFICE/DEPARTMENT PA

SALARY FROM 8D TO 8E

Andy Mills

ELECTED OFFICIAL/DEPARTMENT DIRECTOR
DATE

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS: see attached

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: 0

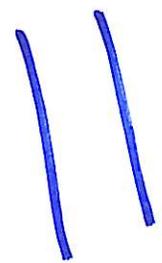
AGGREGATE IMPACT: _____

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

see attached

List names of other employees who hold the same classification. Include grade, step, and salary. n/a

Return to:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND
ABANDONMENT OF A PORTION OF COUNTY ROAD RIGHT OF WAY OF
EAST 45th AVENUE, CE 1902 VAC, LOCATED IN SECTION 18, TOWNSHIP 8
NORTH, RANGE 30 EAST, W.M.

WHEREAS, by Resolution 07-729, a public hearing was scheduled for November 5, 2007 to consider the vacation and abandonment a portion of East 45th Avenue lying westerly South Oak Street and northerly of existing East 45th Avenue, requested by Jim Katzaroff, and

WHEREAS, RCW 36.87.050 requires that notice of the public hearing for the vacation and abandonment of right of way be posted in the field a minimum of twenty days prior to the public hearing, and

WHEREAS, the requirements of RCW 36.87.050 were not met,

WHEREAS, the public hearing was rescheduled for November 26, 2007 at which time the hearing was opened for testimony and it was reported that because the right of way adjacent Parcel No. 1-1880-400-0013-001 had been purchased as fee simple, the normal vacation and abandonment methods would not apply, that if the Board voted to vacate the right of way, the right of way would become a parcel of land that would need to be considered surplus property and sold, was continued to December 17, 2007 at which time Public Works was instructed to meet with the City of Kennewick for additional input on the proposed vacation, and

WHEREAS, the County Engineer reported that they had met with the City of Kennewick Municipal Services Executive Director Russ Burtner, Public Works Director Peter Beaudry and, Jim Katzaroff and in that meeting had compiled five alternate recommendations to present to the Board for final consideration; and

WHEREAS, the five alternates were:

1. Vacate all the right of way except the South and East 30 feet of right of way, enter into negotiations with Mr. Katzaroff to sell vacated right of way;
2. Retain the south 70 feet and all of the Oak Street right of way, enter into negotiations with Mr. Katzaroff to sell vacated right of way;
3. Vacate all the right of way except the South and East 30 feet of right of way, enter into negotiations with Mr. Katzaroff to sell vacated right of way. Mr. Katzaroff would sign an agreement that nothing permanent would be constructed in the vacated right of way and would agree to sell the right of way to the City of Kennewick at the price he paid if and when Kennewick extended 45th Avenue;
4. Deny the vacation and lease the right of way to Mr. Katzaroff;
5. Deny the vacation and retain all of the right of way.

WHEREAS, Mr. Katzaroff stated he preferred option 4 and the City of Kennewick stated options 2, 3 or 4 were acceptable to them, and

WHEREAS, during deliberations, after being informed by Chief Deputy Civil Ryan Brown that if the Board desired to sell the vacated right of way, they must follow the County's Real Property Management Plan, continued the hearing to February 4, 2008, on that portion of right of way adjacent Parcel No. 1-1880-400-0013-001, and

WHEREAS, the right of way requested for vacation and abandonment adjacent Parcel No. 1-1880-400-0010-000 was not purchased fee simple and could be vacated, the Board closed that portion of the public hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is an improved and maintained right of way;
3. The right of way is not the sole legal access to any separate parcel;
4. The public will be benefited by the vacation and abandonment of the subject right of way and it does not appear to be in the public interest to preserve the subject right of way for the County Road System of the future; NOW,
THEREFORE

BE IT RESOLVED that the following described right of way be vacated and abandoned:

A strip of land of variable width lying in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 8 North, Range 30 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of said Section 18; thence North $89^{\circ} 58'00''$ West 725.00 feet; thence North $00^{\circ}39'00''$ E 70.00 feet to the True Point of Beginning; thence North $00^{\circ} 39'00''$ East 24.58 feet; thence North $81^{\circ} 35' 40''$ East 309.53 feet; thence South $00^{\circ}02'00''$ West 70.0 feet; thence North $89^{\circ}58'00''$ West 307.00 feet to the True Point of Beginning and the terminus of said line.

Said strip of land containing 0.33 acres more or less.

Dated this _____ day of _____, 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

RBD:LSS

RESOLUTION

mmm

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION FOR A FRANCHISE BY ROY E. CLIFFORD, TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, REPAIR, OR REPLACE IF NECESSARY, AN ELECTRICAL CONDUIT AND IRRIGATION LINE FACILITY LOCATED IN SECTION 24, T 9 N, R 24 E, W.M. IN UNINCORPORATED BENTON COUNTY;

WHEREAS, Roy E. Clifford has submitted an application to create a franchise within Section 24, T 9 N, R 24 E, WM in unincorporated Benton County, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise by Roy E. Clifford be held on Monday, February 4, 2008 at 9:45 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 14th day of January 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:LSS

R E S O L U T I O N

nm

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PROJECT AGREEMENT WITH SUNNYSIDE VALLEY IRRIGATION DISTRICT FOR REPLACEMENT OF IRRIGATION PIPE - GRIFFIN AND JOHNSON ROADS

WHEREAS, Benton County plans to improve the Griffin Road/Johnson Road Intersection, and wishes to have the irrigation lines under said roads replaced; and

WHEREAS, Sunnyside Valley Irrigation District (SVID) has agreed to replace the irrigation pipelines; NOW, THEREFORE,

BE IT RESOLVED that an Agreement between Benton County and SVID for said work be and hereby is approved; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the Agreement on behalf of Benton County.

Dated this 14th day of January, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:BLT:dlh



GRIFFIN / JOHNSON ROAD PROJECT AGREEMENT

Replacement of irrigation pipe under Griffin and Johnson Roads

Benton County intends to improve Griffin / Johnson intersection in the calendar year of 2008. This Agreement is based on Sunnyside Valley Irrigation District (SVID) installing a new 30" pvc pipeline underneath both Griffin and Johnson Roads at Benton County's expense.

Benton County desires to have the pipeline replaced before the 2008 irrigation season. Sunnyside Valley Irrigation District agrees to do the work subject to the following:

1. SVID shall be responsible for providing and installing the 30" irrigation pipeline.
2. SVID shall notify the County Engineer's office prior to beginning any work to allow for the surveying and inspection of the work. The County reserves the right to assign a separate inspector to the work, who shall represent the interests of the County while work is being performed as reasonably required to ensure compliance with this agreement.
3. SVID hereby agrees to undertake and construct the proposed improvements in such a manner as to absolutely protect all users of Griffin and Johnson Roads and shall agree and undertake to indemnify and save harmless Benton County, its officers, agents or servants, from all suits, actions, claims or proceedings of every name or description in law or in equity brought against Benton County, its officers, agents or servants for, or on account of any injuries or damages received or sustained by any person, structure or property, by reason of, or incidental to, the construction of the work or subject matter herein referred to. The obligation of SVID to indemnify and save harmless Benton County or its officers, agents or servants, shall not apply to any negligent act of Benton County or its officers, agents or servants.
4. SVID shall carry and maintain in force automobile, general bodily injury and property damage insurance to cover its operations.
5. The agreement does not in any way abridge the rights of the Director of Public Works or County Engineer in their jurisdiction over the County roads.
6. All existing County roads or road facilities which are damaged either directly or indirectly, as a result of the proposed SVID construction, shall be repaired or replaced

by SVID to a condition equal or better as determined by the Director of Public Works/County Engineer.

7. All SVID facilities which are damaged either directly or indirectly, as a result of the proposed Benton County road improvement project, shall be repaired or replaced by SVID as determined by SVID at Benton County's expense.
8. Benton County shall reimburse SVID for the actual costs incurred plus 15 percent for administrative expenses for the replacement of the 30" pipeline. This is estimated to be approximately \$47,000 for this project.
9. Final payment will be made by Benton County to SVID upon receipt of invoices for the work performed. Interest will be charged at 1% per month after 30 days from the billing date.

GRIFFIN / JOHNSON ROAD PROJECT AGREEMENT APPROVED

BENTON COUNTY

DATE

SUNNYSIDE VALLEY IRRIGATION DISTRICT

DATE

DISTRICT MANAGER

COUNTY CONSTRUCTION COST ESTIMATE

Agency: Benton County Public Works Dept.

Project: Griffin / Johnson Road Project

Contact: Steve Becken

Date of Estimate: 12/19/07

Item	Description (Materials and Installation)	Cost Estimate
1	Materials and installation of 30" irrigation pipeline under Johnson	\$23,000
2	Materials and installation of 30" irrigation pipeline under Griffin	\$24,000
TOTAL FOR PROJECT		\$47,000

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: January 14 th , 2008 Subject: 2007 Authorization to Purchase Prepared By: Julie Thompson Reviewed By:	Execute Contract Pass Resolution <u>xxxx</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Benton County Sheriff's Office (BCSO) purchases large sums of operating supplies due to the inmate population. The Benton County Sheriff's Office has negotiated lower individual purchase prices with its vendors through large scale purchasing. Zep Superior Solutions is exclusively used in as BCSO supplier of cleaning supplies.

Resolution 97-615 and RCW 39.04.190 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding.

2007 cleaning supplies order in the amount of \$5,856.73 (including wsst) exceeds the \$2,500 and the Benton County Sheriff's Office Request authorization to move forward on the payment on the 2007 purchase of cleaning supplies from the 2007 budget.

SUMMARY

2007 cleaning supplies order in the amount of \$5,856.73 (including wsst) exceeds the \$2,500 and the Benton County Sheriff's Office Request authorization to move forward on the payment on the 2007 purchase of cleaning supplies from the 2007 budget.

RECOMMENDATION

Authorize purchase.

FISCAL IMPACT

-0- The amount is already in the 2007 budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING CLEANING SUPPLIES FOR THE JAIL FACILITY

WHEREAS, the Benton County Sheriff's Office purchases large sums of operating supplies due to the inmate population; and

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

WHEREAS, resolution 97-615 and RCW 39.04.190 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, the Sheriff's Office has exclusively used in the past Zep Superior Solutions as its supplier of cleaning supplies; and

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Sheriff's office proceed with the payment on the 2007 purchase of cleaning supplies at a total cost of \$5,856.73 (including wsst) from the 2007 budget.

Dated this 14 day of January, 2008.

Chairman of the Board

Member

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

Attest: _____

JThompson

CC: Sheriff's Office, Auditor Office

ZEP SALES & SERVICE
2101 77 AVE SOUTH
KENT, WA 98032-1360



Superior Solutions

INVOICE

Page 1 of 2

(253) 872-2525 Phone
(253) 872-7150 Fax

ZEP SALES & SERVICE
A unit of Zep Inc.
1-877-I-BUY-ZEP (1-877-428-9937)

120-3106

SOLD TO:

1473



BENTON COUNTY SHERIFFS OFFICE
7122 W OKANOGAN PL
KENNEWICK WA 99336-2359

SHIP TO:

BENTON COUNTY SHERIFFS OFFICE
7122 W OKANOGAN PL
KENNEWICK WA 99336

Customer ID		Sales Representative			Rep. Order		Purchase Order		Invoice Number
NA0001141		363-509 THURSBY, RICHARD			ZW509RTHURS01121220071541127				63926393
Ordered By		Routed Via			Trans. Terms		Ship Date		Invoice Date
CARRIE GATES		363-SAIA MOTOR			PREPAID		12/12/07		12/12/07
Product #	Unit Qty	Unit of Issue	Ext Qty	Price/Meas	Item Description			Extended Amt	
424435	1	5 GL PL	5	15.22	ZEP ZEOGARD			76.10	
424485	1	55 GL DR	55	14.14	ZEP ZEOGARD			777.70	
095824	35	4 GL CS	140	13.33	ZEP VELVET LOTION SOAP			1,866.20	
872101	6	1 CS	6	19.24	CL-10 CLEAR TRASH BAGS			115.44	
877401	4	1 CS	4	71.59	PL-33 BUFF TRASH BAGS			286.36	
109635	1	5 GL PL	5	7.63	ZEP VELOSO			38.15	
F43635	1	5 GL PL	5	22.32	ZEP ZEOPLEX			111.60	
124735	2	5 GL PL	10	11.59	ZEP APRIZA			115.90	
36585	1	55 GL DR	55	8.71	ZEP RELEASE			479.05	
125185	2	55 GL DR	110	11.16	ZEP APRIZA 2			1,227.60	
-- CONTINUED --									

Should you have questions concerning your account,
please contact the Credit Department at 1-877-428-9937

All orders to sales rep are subject to approval of Home Office. Quotations subject to change without notice. All claims for error or adjustment of any kind must be made within five days after receipt of goods. Please pay from this invoice. Statements will not be sent unless requested; contact the customer service department at our branch office shown on this form. Returned checks may be subject to a service charge in accordance with state law.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sec. 6-7 of Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Sec. 14 thereof. This order is taken subject to all present and future laws of the United States and regulations made in pursuance thereof. All orders subject to acceptance of Zep Sales & Service FOB point of origin. Customer may designate a carrier to transport the goods ordered hereby. Zep Sales & Service shall otherwise select, instruct, and arrange for the compensation of carriers hired to transport the goods from Zep Sales & Service to customer. Customer assumes all risk of loss, damage, or destruction of the goods after delivery to carrier. Zep Sales & Service is a trade name of Acuity Specialty Products, Inc., a wholly-owned subsidiary of Zep Inc.

Detach here and return the bottom portion of this invoice with your payment in the enclosed envelope

REMITTANCE COPY - PLEASE RETURN WITH YOUR PAYMENT



ZEP SALES & SERVICE
A unit of Zep Inc.

Superior Solutions

SOLD TO:
BENTON COUNTY SHERIFFS OFFICE
7122 W OKANOGAN PL
KENNEWICK WA 99336-2359

PLEASE MAIL PAYMENT TO:

ZEP SALES & SERVICE
FILE 50188
LOS ANGELES, CA 90074-0188

Customer ID	Invoice #	Invoice Total	Due Date	Amount Paid
NA0001141	63926393	\$5,856.73	01/11/08	
You may pay with your American Express, MasterCard, or Visa				
<input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa				
Account Number			Amount Charged	
Cardholder Name			Expiration Date	
Signature				
<input type="checkbox"/> Mark this box for changes to your billing address here				



1 363 NA0001141 14591 1 0 1267 0 1319 3

DOC-1

BR-363

00103630000063926393999NA0001141000005856738

ZEP SALES & SERVICE
210 77 AVE SOUTH
KENT, WA 98032-1360



Superior Solutions

INVOICE

Page 2 of 2

(253) 872-2525 Phone
(253) 872-7150 Fax

ZEP SALES & SERVICE
A unit of Zep Inc.
1-877-1-BUY-ZEP (1-877-428-9937)

SOLD TO:

SHIP TO:

BENTON COUNTY SHERIFFS OFFICE
7122 W OKANOGAN PL
KENNEWICK WA 99336-2359

BENTON COUNTY SHERIFFS OFFICE
7122 W OKANOGAN PL
KENNEWICK WA 99336

Customer ID		Sales Representative			Rep. Order		Purchase Order		Invoice Number
NA0001141		363-509 THURSBY, RICHARD			ZW509RTHURS01121220071541127				63926393
Ordered By			Routed Via		Trans. Terms		Ship Date		Invoice Date
CARRIE GATES			363-SAIA MOTOR		PREPAID		12/12/07		12/12/07
Product #	Unit Qty	Unit of Issue	Ext Qty	Price/Meas	Item Description			Extended Amt	
091602	1	2 DZ CS	2	74.56	ZEP HANDSTAND LOTION SOAP			149.12	
327101	1	1 DZ	1	67.43	ZEP METER MIST CINNAMON			67.43	
331201	1	1 DZ	1	67.43	ZEP METER MIST FRENCH VANILLA			67.43	
--BALANCE OF ORDER TO FOLLOW--									
Merchandise Amount		Shipping & Handling		Tax %	Tax Amount	Goods returned without our authorization will not be accepted	Terms:	PAY THIS AMOUNT	Invoice Total
\$5,378.08		\$0.00		8.900	\$478.65		NET 30 DAYS		\$5,856.73

Should you have questions concerning your account,
please contact the Credit Department at 1-877-428-9937

All orders to sales rep are subject to approval of Home Office. Quotations subject to change without notice. All claims for error or adjustment of any kind must be made within five days after receipt of goods. Please pay from this invoice. Statements will not be sent unless requested; contact the customer service department at our branch office shown on this form. Returned checks may be subject to a service charge in accordance with state law.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sec. 8-7 of Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Sec. 14 thereof. This order is taken subject to all present and future laws of the United States and regulations made in pursuance thereof. All orders subject to acceptance of Zep Sales & Service FOB point of origin. Customer may designate a carrier to transport the goods ordered hereby. Zep Sales & Service shall otherwise select, instruct, and arrange for the compensation of carriers hired to transport the goods from Zep Sales & Service to customer. Customer assumes all risk of loss, damage, or destruction of the goods after delivery to carrier. Zep Sales & Service is a trade name of Acuity Specialty Products, Inc., a wholly-owned subsidiary of Zep Inc.

Detach here and return the bottom portion of this invoice with your payment in the enclosed envelope

REMITTANCE COPY - PLEASE RETURN WITH YOUR PAYMENT



Superior Solutions

ZEP SALES & SERVICE
A unit of Zep Inc.

SOLD TO:
BENTON COUNTY SHERIFFS OFFICE
7122 W OKANOGAN PL
KENNEWICK WA 99336-2359

PLEASE MAIL PAYMENT TO:

ZEP SALES & SERVICE
FILE 50188
LOS ANGELES, CA 90074-0188

Customer ID	Invoice #	Invoice Total	Due Date	Amount Paid
NA0001141	63926393	\$5,856.73	01/11/08	
You may pay with your American Express, MasterCard, or Visa				
<input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa				
Account Number			Amount Charged	
Cardholder Name			Expiration Date	
Signature				
<input type="checkbox"/> Mark this box for changes to your billing address here				



1 363 NA0001141 14591 0 1 1267 0 1320 4

DOC-1

BR-363

00103630000063926393999NA0001141000005856738

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: January 14 th , 2008 Subject: 2007 Authorization to Purchase Prepared By: Julie Thompson Reviewed By:	Execute Contract Pass Resolution <u>xxxx</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Benton County Sheriff's Office purchases large sums of operating supplies due to the inmate population. The Benton County Sheriff's Office has negotiated lower individual purchase prices with its vendor through large scale purchasing. Resolution 97-615 and RCW 39.04.190 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding.

The Sheriff's Office obtained three price quotes for three different size of inmate property bags and from: 1) Stephens Paper Supply of Pendleton, OR - 12" & 24" tubing @ \$1.822, Bags @ \$1.929 each, 2) A-Complete Janitorial Supply of Pasco, WA - 12" & 24" tubing @ \$2.03, Bags @ \$2.15 each, 3) Shields Bag and Printing Co. of Yakima, WA - 12" & 24" tubing @ \$1.95, Bags @ \$2.05. Lieutenant Daniel from the Sheriff's Office reviewed the quotes and recommends Stephens Paper Supply as the best reasonable quote. The Benton County Sheriff's Office request authorization to process payment for the inmate property bags in the amount of \$6,966.25 (excluding wsst) from the 2007 budget.

SUMMARY

2007 inmate property bags order in the amount of \$6,966.25 (excluding wsst) exceeds the \$2,500 and the Benton County Sheriff's Office Request authorization to move forward on the payment on the 2007 purchase of inmate property bags from the 2007 budget.

RECOMMENDATION

Authorize purchase.

FISCAL IMPACT

-0- The amount is already in the 2007 budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING INMATE PROPERTY BAGS FOR THE JAIL FACILITY

WHEREAS, the Benton County Sheriff's Office has purchases large sums of operating supplies due to the large inmate population; and

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

WHEREAS, resolution 97-615 and RCW 39.04.190 authorize contracts for the purchase of materials, equipment and supplies valued at between \$2,500 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, the Sheriff's Office obtained three price quotes for three different size of inmate property bags from: 1) Stephens Paper Supply of Pendleton, OR - 12" & 24" tubing @ \$1.822, Bags @ \$1.929 each, 2) A-Complete Janitorial Supply of Pasco, WA - 12" & 24" tubing @ \$2.03, Bags @ \$2.15 each, 3) Shields Bag and Printing Co. of Yakima, WA - 12" & 24" tubing @ \$1.95, Bags @ \$2.05; and

WHEREAS, Lieutenant Daniel from the Sheriff's Office reviewed the quotes and recommends Stephens Paper Supply as the best reasonable quote, **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Sheriff's office proceed with the payment on the 2007 purchase of inmate property bags at a total cost of \$6,966.25 (excluding wsst) from the 2007 budget.

Dated this 14 day of January, 2008.

Chairman of the Board

Member

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

Attest: _____

JThompson

CC: Sheriff's Office, Auditor Office

Stephens Paper &
119 SW 18th
Pendleton, OR 97801
PH#: 541-966-1002
FX#: 541-966-8815

Bill To
Benton County Sherriff
7122 W Okanogan Bldg A
Kennewick, WA 99336

Quote

P.O. No.

37329 dan

Item	Description	Qty	Rate	Amount
S12"Tubi...	12" Tubing	1,250	1.822	2,277.50T
S24"Tubi...	24" Tubing	1,250	1.822	2,277.50T
S12x18	Bags	1,250	1.929	2,411.25T
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total	\$6,966.25
Payments/Credits	\$0.00
Balance Due	\$6,966.25

Invoice #
31537

E-mail
spsjbb@msn.com

A-Complete Supply
Janitor
 730 W. A Street
 Pasco, WA 99301
 Ph: 509-545-3903
 Fax: 509-545-1793

Benton County Sheriff
 7122 W Okanogan Bldg A
 Kennewick, WA 99336

12/13/07

PRICE QUOTE

UNIT	DESCRIPTION	PRICE
1250 lbs	12" x 2500' tubing	\$2.03
1250 lbs	24" X 1250' tubing	\$2.03
1250 lbs	12 x 18 bags 1000 per case	\$2.15

Dec-13-2007 10:40

From

Yakima, WA

T-010 P.001/001 F-001



SHIELDS
BAG AND PRINTING CO.

Gary Jones
1009 ROCK AVE. P.O. BOX 9848
YAKIMA, WASHINGTON 98909
PH. (800) 470-7032 / FAX (509) 248-6304
E-MAIL: GLJones@shieldsbag.com

QUOTATION

TO: Jerry Stephens
STEPHENS PAPER & SUPPLY

DATE: October 15, 2007

FOR: Benton County Jail

Phone: 541-377-2883

ITEM: Clear tubing and bags

Fax: 541-966-8815

DESCRIPTION

Clear low density tubing and bags on rolls and in cases.

QTY.	SIZE & SPECIFICATIONS	GAUGE	PRICE/LB
<u>MINIMUM</u>	<u>Tubing</u>		
1250 lbs	12" x 2500'	48# /rl	.002 \$1.95
1250 lbs	24" x 1250'	48# /rl	.002 \$1.95
1250 lbs	<u>Bags</u> 12 x 18 1000/cs	28.8# /cs	.002 \$2.05
	Packaging TBD		

NOTE: Unit price contingent upon total quantity ordered, manufactured and shipped upon completion to one destination. No warehousing or split shipments.

APPROXIMATE SHIPPING DATE: 2 to 4 weeks A.R.O.

TERMS: CASH WITH ORDER

FREIGHT PREPAID AND ALLOWED: DELIVERED

Gary Jones

(benton cty jail)

This quotation subject to change without notice.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 1-14-2008 Subject: Physician Services Contract Prepared By: Julie Thompson Reviewed By:	Execute Contract XXX Pass Resolution XXX Pass Ordinance Pass Motion Other	Consent Agenda XXX Public Hearing 1st Discussion 2nd Discussion Other

98

BACKGROUND INFORMATION

The Benton County Sheriff's Office entered into a contract with Dr W. Thomas Cooper M.D. for physician medical services within the Benton County Jail for 2005. The contract has the option to be continued on a year-to-year basis. The contract was extended for two additional years in 2006 and 2007.

The Benton County Sheriff's Office is satisfied with the services provided by Dr. W. Thomas Cooper M.D. and wish to enter into a similar agreement for the 2008 calendar year.

SUMMARY

The Benton County Sheriff's Office is satisfied with the services provided by Dr. W. Thomas Cooper M.D. and wish to enter into a similar agreement expiring December 31, 2008.

RECOMMENDATION

Approve the agreement between Benton County and Dr. W. Thomas Cooper M.D., for providing physician services through December 31, 2008.

FISCAL IMPACT

-0- Already in the 2008 Budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING APPROVAL TO EXTEND THE CONTRACT BETWEEN DR. W. THOMAS COOPER M.D. AND THE BENTON COUNTY SHERIFF'S OFFICE THROUGH 2008.

WHEREAS, the Benton County Sheriff's Office and Dr. W. Thomas Cooper M.D. entered into a contract to provide physician services January 1, 2005 through December 31, 2005 (see Resolutions 05 745).

WHEREAS, the contract specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended on a year to year basis on mutual written agreement of the parties; and

WHEREAS, the parties previously renewed the agreement for the years 2006 and 2007; and

WHEREAS, the Benton County Sheriff's Office is satisfied with the services provided by Dr. W. Thomas Cooper M.D. and wish to enter into a similar agreement for the 2008 calendar year. **NOW THEREFORE**,

BE IT RESOLVED, by that the Board of Benton County Commissioners approves the agreement between Benton County and Dr. W. Thomas Cooper M.D., for providing physician services through December 31, 2008.

Dated this 14th day of January, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

JThompson

Attest: _____

CC: Dr. W. Thomas Cooper, Sheriff's Office, Prosecutor's Office, Auditor's Office

AGREEMENT FOR THE PROVISION OF PHYSICIAN SERVICES

This agreement is between BENTON COUNTY ("County"), a political subdivision of the State of Washington and W. Thomas Cooper, M.D., P.S. a Professional Service Corporation organized under the laws of the State of Washington ("Contractor") for the provision of medical services as described herein, at the Benton County Jail to be provided to Benton County Jail employees, detainees and inmates.

1. DEFINITIONS:

- A. Inmate/Detainee: any and all individuals being detained by Benton County at the Benton County Jail regardless of whether authority for their detention rests with Benton County by law or pursuant to contract with another governmental agency.
- B. Medical Staff: Benton County Jail staff employed as RNs, LPNs, Nurse Manager or medical clerk.
- C. Nurse Manager: Benton County Sheriff's Office appointed person to oversee provision of medical services by the medical staff and to work with Contractor so that the appropriate necessary and emergency medical care requiring a doctor's involvement is performed.
- D. Contract/Agreement: this contract.
- E. Jail: Benton County Jail Facility, located at 7122 Okanogan Pl., Kennewick, WA 99336.
- F. Benton County: Benton County is a political subdivision of the State of Washington.

- 2. CONTRACT PERIOD:** Contract period shall commence on the 1st day of January 2008 and shall terminate on the 31st day of December 2008. Upon agreement of both parties this contract may be continued on a year to year basis subject to agreement between the County and Contractor on any cost adjustments.

If either party seeks a rate adjustment, such adjustment request must be submitted in writing to the other party no later than October 31st of the current Contract year.

If an agreement as to the rate adjustment cannot be reached by November 30th of the current Contract year, the Contract shall terminate on the 31st day of December of the current Contract year.

3. BACKGROUND INVESTIGATION

Physician(s), RN(s) and all other employee(s) performing services under this Contract are subject to a background investigation by the Benton County Sheriff's

Office. By signing this Contract, Contractor agrees to this background check on all owners, physicians and employees of W. Thomas Cooper, M.D., P.S and the Benton County Sheriff's Office retains the right to refuse entry into the Benton County Jail or other Benton County facility for purposes of fulfilling this Contract by any person not meeting standards as set by Benton County Sheriff's Office. The Benton County Sheriff retains sole and final discretion to determine whether or not any particular person is fit to be permitted to enter the Benton County Jail. If the Benton County Sheriff, or his designee, determines that any person employed by Contractor becomes unfit to be permitted to enter the Benton County Jail, then the Benton County Sheriff, or his designee, may contact Contractor's contract representative and advise of this fact verbally, including leaving a voice message to that effect, to be followed up in writing. In such an event, such person's authority to enter the Benton County Jail ceases immediately. Contractor shall be responsible for informing such person that he or she is no longer permitted to enter the Benton County Jail, is responsible for ensuring that such person is not sent to the Benton County Jail to fulfill Contractor's duties under this contract, and shall immediately take possession of any key cards or credential issued by the Benton County Sheriff's Office to such individual. Unless Dr. Thomas Cooper is the individual who is the subject of such advisement, Contractor shall not be excused from performing any of its duties under this contract by virtue of the fact that an employee of Contractor has been denied access to the Benton County Jail.

Contractor shall implement and enforce policies requiring that all of its employees, officers and principals report any arrests or convictions for any crimes, and any complaints to the Boards of Medical Examiners or the Washington State Nursing Care Quality Assurance Board of which such employee, officer or principal is the subject, to Contractor's designated contact, within 24 hours of learning of such arrest, conviction or complaint. In the event of such reporting, Contractor shall report such arrest, conviction or complaint to County, in writing, within 24 hours.

A copy of the policy required by the foregoing paragraph shall be provided to County no later than January 31, 2008.

- 4. QUALIFICATIONS OF PHYSICIAN/DOCTOR:** Contractor guarantees that Dr. W. Thomas Cooper is a licensed physician in the State of Washington with a Drug Enforcement Agency registration for Class II-VI medication and shall ensure that he maintains such licensure at all times this contract is in force. Contractor guarantees that any and all employees of Contractor who do any work pursuant to this contract are properly licensed and registered as required by law (i.e. RNs), and shall ensure that they remain licensed while they do any work pursuant to this contract. Contractor shall provide necessary documentation of Board Certification and Licensing for Dr. W. Thomas Cooper and any other employees of Contractor that will be performing services under this contract, no later than December 31, 2007. Contractor shall also notify County immediately if it should learn of the change in license status of any of its employees, principals or officers

Contractor shall ensure that all of its employees, officers and principals have read and understand the policies and procedures in place in the Benton County Jail implemented pursuant to the Federal Prison Rape Elimination Act (PREA). A copy of the Benton County Jail's policy in this regard is attached as Exhibit A to this contract. Each of Contractor's employees, officers or principals who is intended to have access to the Benton County Jail to carry out duties pursuant to this contract shall sign a copy of the policy acknowledging that he or she has read and understands the policy. An original signed copy of such shall be provided to County's representative no later than January 31, 2008. Thereupon, the provisions in the policy shall become binding upon Contractor and its employees, officers and principals and the terms of the policy shall be incorporated into this contract with all responsibilities and obligations of Benton County employees working within the jail becoming responsibilities and obligations of Contractor, its employees, officers and principals. This includes, but is not limited to, documenting and reporting to any Lieutenant employed within the Benton County Jail all reports of in-custody rape as defined in the PREA policy reported to Contractor, its employees, officers or principals, documenting and reporting to any Lieutenant employed within the Benton County Jail any time, despite the absence of any report, Contractor, its employees, officers or principals discover medical signs or symptoms that are suggestive of the occurrence of in-custody rape, and attending refresher courses on an annual basis at the times and dates set by responsible staff within the Benton County Jail.

Contractor shall ensure that all of its employees, officers and principals are familiar with the provisions of WAC 246-16-200 pertaining to mandatory reporting of unprofessional conduct and inability to practice with reasonable skill and safety and shall comply with all reporting requirements, including self-reporting requirements, contained within the adopted version of WAC 246-16-200. The provisions of WAC 246-16-200, as finally adopted, shall be incorporated into this Contract on the effective date of the adoption of such rule.

5. DESCRIPTION OF PHYSICIAN'S SERVICES TO BE PROVIDED

- A. Location: services pursuant to this Contract are to be provided at the Benton County Jail located at 7122 West Okanogan Place, Kennewick, Washington. The Jail has a separate medical facility within the Jail that consists of a medical office, file and medication storage and medical isolation rooms.
- B. Patients: individuals who are to be the recipient of the services provided pursuant to this Contract include all inmates, detainees and employees of the Benton County Jail.
- C. Hours: A minimum of eight (8) hours per week, 52 weeks a year of services as described herein are required. Such hours shall be coordinated with the Medical Captain at the Benton County Jail and Contractor shall make reasonable good faith efforts to meet the needs of the Benton County

Jail medical staff when coordinating such a schedule.

- D. On-Call: Dr. W. Thomas Cooper, when not at the facility performing services pursuant to this Contract shall be "on-call" 24 hours a day, 365 days a year to advise on medical services as described herein. Being "on-call" shall mean being amenable to phone contact at all times of day or night, or, if unavailable to answer a telephone call, shall entail providing a telephone number at which an answering service or voice mail system shall take information for a call back. Any such call backs shall be accomplished no later than two hours after the message is left. Being "on call" further entails being available for telephone consultations and being available to respond to the Benton County Jail within 24 hours, or, if out of the area, being able to call upon another suitable physician to respond in his place within such time period.

- E. On-Call Visits: When on call, Dr. W. Thomas Cooper, shall provide medical services at the Jail, or arrange for a suitable substitute physician to provide such services when a diagnosis cannot be made over the phone and the medical concern/question is such that within the sole medical judgment of the physician there is not a need for immediate emergency transport yet the patient needs immediate attention from Dr. W. Thomas Cooper.

- F. Services:
 - 1. Contractor shall work closely with the medical staff, especially the Nurse Manager and Medical Captain, to provide any and all medically necessary, appropriate and cost-effective medical services to patients as described in greater detail in a-i below. Participation by Contractor in the provision of such services shall be limited to such activities that require a physician's examination, review and/or approval and that cannot be accomplished by medical staff alone. However, nothing in this section shall limit Contractor from providing additional services (such as services that may be performed by a RN or LPN) if the physician provided by Contractor determines in his/her sole judgment that providing such services are appropriate and necessary.
 - a. Sick-Call: When a patient desires to see a doctor, the Jail allows them to sign up for what is called "sick-call" which is a designated day(s) of the week and time(s) of the day to be seen by such a doctor. Contractor shall provide a doctor to examine all patients at sick-call and at the sole judgment of the doctor, diagnose their condition and prescribe a course of treatment, including but not limited to medications, testing and follow-up care if necessary.
 - b. Intake Evaluation: When Contractor or an employee of Benton County, including medical staff, determines that an

inmate/detainee needs further evaluation by physician due to presentation and/or information gathered upon coming to the facility, Contractor shall perform a medical evaluation consisting generally of a physical examination and determination of any conditions/complaints of the inmate/detainee. As a result of this service, at the sole judgment of Dr. W. Thomas Cooper, the doctor shall diagnose their condition and prescribe a course of treatment, including but not limited to testing, medications and follow-up care if necessary. Contractor shall also determine, to a reasonable medical certainty, whether or not the proposed inmate is medically fit for incarceration at that time, and shall reduce such findings to writing at the request of booking staff.

- c. Prescriptions: In addition to any prescription medication prescribed pursuant to a) and b) above, Contractor, after review of relevant medical information, shall at the sole judgment of Dr. W. Thomas Cooper, approve all other appropriate necessary prescription medications. Generally, prescription and over-the-counter medications are dispersed by the medical staff, however, in the sole judgment of the doctor, he may dispense medication pursuant to the Jail procedures.
- d. Routine Check-ups: Many patients present with chronic or long-term illnesses or conditions that need routine medical attention. Contractor shall routinely examine and evaluate said patients and, in the sole discretion of the doctor, determine if a change in treatment, including but not limited to testing, medications or transfer to an outside medical service provider is necessary. Also, Contractor shall determine if any patient presents with a chronic illness or condition and should be routinely examined as described herein.
- e. Medical Kytes: Many patients send a written notation called "Kytes" to jail and medical staff, which pertain to a medical subject (i.e. medications, pain, food request etc.). Contractor shall evaluate Medical Kytes, in conjunction with the medical staff to determine if the patient should be tested, examined and/or treated by Dr. W. Thomas Cooper, in the sole discretion of the doctor, some other response or treatment should be undertaken.

- f. DNA/Blood draws: Pursuant to law and court order, Contractor shall assist and/or advise as necessary with blood draws or buccal swabs.. while the responsibility for the actual blood draws or buccal swabs shall remain the primary responsibility of the medical staff.
 - g. Testing: For the safety and protection of patients and visitors to the Jail, from time to time testing for diseases and infections must be conducted. For example, if a patient presents with symptoms of TB, a TB test will be ordered and performed. Contractor may be consulted regarding presentation of symptoms, request for testing, or procedure for testing. If consulted, Dr. W. Thomas Cooper shall advise medical staff accordingly.
 - h. Outside Treatment: Pursuant to a-f above, Contractor, may determine that treatment beyond what can be adequately and cost-effectively provided at the Jail is appropriate and necessary in which case Dr. W. Thomas Contractor shall recommend transport to another medical service provider to the medical staff and shall work with the medical staff to ensure all appropriate documentation necessary for such transfer is available.
2. Contractor shall perform all work under this Contract according to medical standards imposed by law and in accordance with standard medical practice and correctional facility medical practice.
 3. Contractor shall immediately notify Benton County in writing of any observation of any situation which may affect provision of adequate necessary and emergency medical care to patients.
 4. Contractor shall immediately notify Benton County in writing of any complaint regarding the provision of medical services. Contractor shall fully cooperate in any inquiry or investigation by or approved by Benton County.
 5. Contractor shall be required to conference with Benton County or the medical staff for communication regarding medical services or this contract.
 6. Contractor shall provide quarterly status reports in the form requested by the County.
 7. Contractor shall work with the Nurse Manager and medical staff to develop written protocols for the delivery of the services described

herein. Contractor shall review all protocols no less than annually to determine if changes are necessary or beneficial. All Contractor's employees, officers and principals shall adhere to the protocols.

8. Benton County maintains complete and accurate medical records for all patients. Said records are on site at the Jail. Contractor shall maintain complete and accurate notes and documentation on a timely basis for the medical records for all services provided. All records are confidential pursuant to applicable law and Contractor shall maintain the confidentiality of all information gained or gathered pursuant to this contract as required by law.

9. Benton County shall provide security to Contractor's doctor(s), nurse(s) and employee(s), consisting of at least one Benton County Correctional Officer present during any and all interaction with an inmate or detainee.

10. Contractor shall work with Benton County to ensure that an examination room is equipped and furnished sufficiently for Contractor to perform the services pursuant to this contract.

6. NON WAIVER BY ACCEPTANCE OF VARIATION: Lack of demand of strict adherence to or acceptance of services not in compliance with this contract shall not be deemed a waiver of any term of this contract.

7. ASSIGNMENTS: Contractor shall not assign the obligations or benefits it has pursuant to this Contract.

8. PERMITS AND LICENCES: Contractor shall have and maintain any and all professional, federal, state, local or other, certifications, licenses or permits required by law or this contract. Contractor shall have sole responsibility for costs of obtaining and maintaining such licenses, certifications and permits. Proof of required certificates, license or permits shall be provided to County by December 31, 2007.

9. HOLD HARMLESS AND INDEMNIFICATION:

Contractor shall hold harmless, indemnify and defend Benton County, its officers, officials, employees, representatives 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, its doctors, nurses, agents, representatives and employees' acts, errors or omissions in the performance of this Contract. Provided, that Contractor's obligation

hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of Benton County.

In any and all claims against Benton County, its officers, officials, representatives, employees and agents by Contractor, subcontractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor 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 Contractor or subcontractor under Workers Compensation acts, disability benefits acts, or other employee benefit acts, it being agreed and understood by the parties hereto that Contractor expressly waives any immunity Contractor might have had under such laws. By executing this Contract, 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 Contractor makes with any other person or agent performing work hereunder.

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 Contractor, Contractor's representatives, agents or subcontractors.

10. BREACH: In the event of a breach by Contractor, Contractor's agents, representatives or employees of any of the provisions of this contract, Benton County reserves the right to immediately terminate this contract upon giving oral or written notice to Contractor. Contractor shall be liable for any and all damages (including consequential damages) and costs suffered by Benton County resulting from breach of contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION: Contractor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicaps with regard to, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other form of compensation, selection for training, and rendition of services. It is further understood that any Vendor who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the County unless satisfactory showing is made that the discriminatory practices or noncompliance with affirmative action programs has been terminated and that a recurrence of such acts is unlikely.

12. GOVERNING LAW; VENUE: This agreement 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.

13. COMPLETE AGREEMENT: This Contract constitutes the entire agreement between Contractor and County. Any prior verbal or written agreement not incorporated into this Contract shall be null and void.

14. INSURANCE

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

Medical Malpractice Insurance: Medical Malpractice Insurance shall be provided by Benton County's general insurer, Washington Counties Risk Pool.

Commercial General Liability, Employers Liability, Business Auto Liability: 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).

Contractor shall procure commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Contract, other than that covered specifically by Medical Malpractice Insurance identified herein. 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.

Contractor shall maintain business auto liability insurance coverage for bodily injury, personal injury and property damage, subject to limits of not less than one hundred thousand dollars (\$100,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than three hundred thousand dollars (\$300,000).

Other Insurance Provisions:

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.

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

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

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

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.

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

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

Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If Contractor's liability coverage is written as a claims made policy, then Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

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. A waiver of this rating may be made by the County in writing upon review of a written request of Contractor. 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.

Contractor shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or

endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

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.

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.

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.

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

Risk Manager
Benton County
7122 W. Okanogan Avenue Bldg. A
Kennewick, WA 99336

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.

16. BILLINGS: Billings for services shall be submitted to the Benton County Sheriff's Office on a monthly basis. The bill shall detail the numbers of hours worked, number of calls received and number of on-call visits made. Payment will be based on a rate of \$135.00 hour and an additional \$10 per telephone call received while on-call. Total amount paid to Contractor during calendar year 2008 shall be no more than \$60,000.

17. IDENTIFICATION: Contractor doctors, nurses and all other employees shall display County approved identification at all times they are inside the Jail.

18. CONTRACT REPRESENTATIVES: The parties shall each have a designated contract representative at all times this contract is in force. Any notices required or permitted by this contract shall be directed to the attention of the contract representatives. Either party may change its contract representative by sending written notice of such to the other party. At the time of execution of this contract, the parties' contract representatives are:

For Contractor:
Dr. W. Thomas Cooper, MD., P.S.
1200 No. 14th Suite 245
Pasoc, WA 99305

For County:
Al Thompson, Captain
7122 W. Okanogan Place Bldg. B
Kennewick, WA 99336

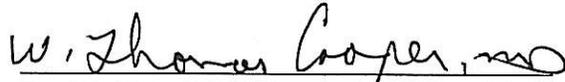
19. NOTICES: Any notices required or permitted by this contract shall be made in writing, except notice by the Benton County Sheriff or his designee of the revocation of any of Contractor's employees, officers or principals' privilege to enter the Benton County Jail, which may be initially made verbally pursuant to the provisions of Section 3 herein. Written notices sent by mail shall be deemed to have been received on the third calendar day after mailing not including holidays. Written notices sent by facsimile shall be deemed to have been received on the next business day after successful facsimile transmission. Written notices sent by hand delivery shall be effective immediately upon delivery to the office of the appropriate contract representative.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto and made effective on the day and year first above written:

**BOARD OF BENTON COUNTY
COMMISSIONERS**

DR. W. THOMAS COOPER, M.D.P.S.

LEO BOWMAN



Dr. W. Thomas Cooper, owner, president

MAX BENITZ

CLAUDE OLIVER

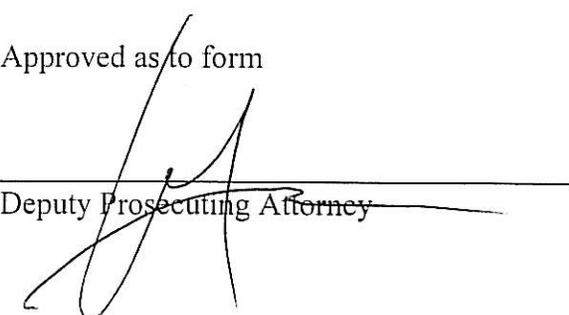
Attest: CLERK OF THE BOARD

DATED



LARRY D. TAYLOR
BENTON COUNTY SHERIFF

Approved as to form



Deputy Prosecuting Attorney

Exhibit A

Benton County Sheriff Office
Corrections Department
Policy and Procedures

SUBJECT: Prison Rape Elimination Act (P.R.E.A) Policy

NUMBER:

EFFECTIVE DATE:

POLICY: The Benton County Sheriff hereby adopts the findings contained within the Prison Rape Elimination Act of 2003 (PREA), 45 USC 15601 and, pursuant to those finds, and fro the following purposes:

1. Establishing a zero-tolerance standard for the incidence of in-custody rape within the Benton County Jail;
2. Making prevention of in-custody rape a top priority in the Benton County Jail;
3. Increasing the available data and information on the incidence of in-custody rape, consequently improving the management and administration of the Benton County Jail;
4. Standardizing the definitions used for collecting data on the incidence of in-custody rape in Benton County Jail;
5. Reducing the costs in-custody rape imposes on the taxpayers of Benton County; and
6. Protecting the Eight Amendment rights of inmates incarcerated at the Benton County Jail;

Orders that the following policies and procedures shall be followed in the prevention, detection, investigation and punishment of in-custody reape.

Also see General Orders 26.1.1 Code of Conduct section III-UU-Treatment of persons in Custody and 26.1.3 Harassment and Jail policy 2.3-Anti-Harassment and 2.4 Sexual Misconduct which are, by their reference here, incorporated into the following procedures.

DEFINITIONS

“Bureau Captain” unless otherwise specified, means the Captain of the Bureau of Corrections within the Benton County Sheriff’s Office.

“Consent” means that at the time of the act of sexual intercourse or sexual contact there are actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact.

“Custodial sexual misconduct” means any of the following:

- a. Sexual contact or sexual intercourse between one or more staff member(s), including volunteer and contact staff, and one or more inmate(s) whether or not the inmate(s) consents to the act.
- b. Any unwelcome sexual advances or derogatory sexual language toward an inmate by a staff member.
- c. Incidents of indecent exposure or invasion of privacy by a staff member toward an inmate when such staff member engages in indecent exposure or invasion of privacy is engaged in with the purpose of causing the sexual arousal of the staff member or another person.

Provided that **“custodial sexual misconduct”** specifically does not include any of the following:

- a. Any properly administered searches including pat-down searches, invasive searches, strip searches and body cavity searches.
- b. Any photographing of an inmate during the booking process for purposes of documenting an administrative or criminal investigation, or for any other legitimate administrative purpose.
- c. Any communication by staff members to inmates of a sexual nature when the purpose of the communication is to document a crime or administrative violation, investigate a crim or administrative violation, comply with the reporting requirements of the PREA, or for any other legitimate administrative purposes.

“Forcible compulsion” means a physical force that overcomes resistance, or a threat, express or implied, that places a person in fear of death or physical injury to herself or himself or another person or in fear that she or he or another person will be kidnapped.

“In-Custody rape” means either sexual misconduct under any of the following circumstances; with forcible compulsion, without consent of when the victim is physically helpless’ or custodial sexual misconduct, all as defined herein. For purposes of this policy, attempt to commit in-custody rape, and solicitation to commit in-custody rape shall be treated the same as completed in-custody rape.

“Non-consensual sexual act” means any incident of sexual misconduct where forcible compulsion is utilized, where there is a lack of consent by any participant, or where a participant is physically helpless.

“Physically helpless” means a person who is unconscious or for any other reason is physically unable to communicate unwillingness to an act.

“Sexual contact” means any touching of the sexual or other intimate parts of a person by another person done for the purpose of gratifying the sexual desires of either party or a third party.

“Sexual intercourse” means any of the following:

- a. Penetration, however slight, of a person’s vagina by another person’s penis, other body part, or foreign object
- b. Penetration, however slight, of a person’s anus by another person’s penis, other body part, or foreign object
- c. Sexual contact between persons involving the sex organs of one person and the mouth or anus of another, whether such persons are of the same or opposite sex.
- d.

Provided that, sexual intercourse does not include penetration of the vagina or anus of a person by any object or body part when such penetration is accomplished for medically recognized treatment or diagnosis purposes, pursuant to a valid search warrant, or pursuant to a properly administered body cavity search.

“Sexual misconduct” means any sexual contact or sexual intercourse that an inmate engages in or attempts to engage in, whether or not such contact or intercourse was with consent.

“Staff member” includes all sworn correctional officers and Sheriff’s deputies, other full-time or part-time staff employed by the Sheriff’s Office, any duly authorized and appointed volunteers, and any persons contracted by the Sheriff’s Office or Benton County to perform duties within the jail or associated with the functions of the jail. “Staff member” does not include sworn peace officers or correctional officers of another agency, including the Department of Corrections.

POLICIES:

It shall be the policy of the Benton County Sheriff’s Office that any incident of in-custody rape which is brought to the attention of any staff member in any way, whether through direct report by an inmate, report by outside parties or observations by a staff member shall be documented and reported as specified below, investigated, administratively sanctioned if necessary, and referred for additional criminal charges if appropriate.

It shall be the policy of the Benton County Jail that all staff members will be properly trained through initial training and regular refresher training on proper procedures to deter or detect, and investigate in-custody rape.

PROCEDURE:

1. Responsibilities

- A. The Captain of the Bureau of Corrections or his/her designee is responsible for oversight of all Prison Rape Elimination Act (PREA)- related activities including training, implementation of procedures, statistics management and audits.
- B. A Bureau Lieutenant will be assigned to:
 - i. Coordinate and develop procedures to identify, monitor, and track in-custody rape in the Benton County Jail;
 - ii. Maintain statistics;
 - iii. Conduct audits to ensure compliance with the provisions on this policy and the mandates of the Prison Rape Elimination Act of 2003, rules promulgated pursuant to the PREA, and any recommendations of the Prison Rape Elimination Commission.

C. All Lieutenants and other Supervisors within the Bureau of Corrections will serve as PREA liaisons to:

- i. Coordinate facility/office activities.
- ii. Ensure compliance with training requirements.
- iii. Coordinate needed activities with the Bureau Captain.

D. Supervisors within all bureaus in the Benton County Sheriff's Office shall cooperate with Sheriff's Deputies, jail staff, detectives and administrative staff as needed for completion of thorough investigations into any and all allegations of in-custody rape. This includes, but is not limited to the following:

- i. Allowing such reasonable use of resources (including overtime, equipment and personnel) during such investigation as would be available to investigators during an investigation of a sex crime conducted outside the jail in the ordinary course of operations by the Sheriff's Office in the community;
- ii. Allowing such an investigation to receive the type of priority attention that an investigation of a sex crime outside of the jail would receive

2. Inmate Orientation and Education.

A. All inmates will receive information relating to in-custody rape during the intake and orientation processes. The information will be communicated orally and in writing, in a manner that is clearly understood by inmates. Information provided will include, but will not be limited to:

- i. Prison Rape Elimination Act Procedures.
- ii. Sheriff's Office zero-tolerance policy.
- iii. Self-protection
- iv. Prevention and intervention.
- v. Reporting procedures
- vi. Treatment and counseling
- vii. Protection against retaliation
- viii. Disciplinary actions for making false statements.
- ix. Specific information about how to utilize the Inmate Tips Hotline

3. Screening.

A. Inmates in the pre-classification pod will be administered an assessment instrument to evaluate their potential risk for either being the perpetrator or victim if in-custody rape. This assessment will utilize risk factors as identified by the Prison Rape Elimination Commission as well as other peer-accepted studies on this topic. These assessments will be administered regardless of the time, the inmate has to serve and may indicate the need for additional, more in-depth mental health assessments.

B. Assessment results will be utilized in making appropriate classification and housing assignments.

C. Facility/housing assignments will follow a screening review in an effort to provide information to help avoid having known sexual predators assigned to cells with known sexual assault victims.

i. Information regarding known victim and/or predatory incidents will be recorded in the inmate's classification file. This information will be considered medical records of the particular inmate it pertains to, will be kept strictly confidential and will not be disclosed to the public or to individual inmates (even to the inmate who is the source of the information) except pursuant to a valid order from a court of competent jurisdiction.

4. Reporting procedures

A. Inmates, their families, and/or their associates may report any allegation of in-custody rape in writing or verbally to any Officer, contract staff or volunteer, any law enforcement agency or by calling the Benton County Sheriffs Office at 509-735-6555

B. Inmate Tips hotline

i. Inmates having information regarding sexual assaults or custodial sexual misconduct are encouraged to call the Inmate tips hotline at 509-555-1234 and report the incident.

ii. To minimize possible exposure of sexually explicit details to support staff and to reduce the possibility of losing evidentiary information, a live operator will not answer calls. Instead, a voice messaging system will be utilized to record incoming messages or tips. Messages will be reviewed during normal work hours. Messages are potential evidence in civil and criminal proceedings, must be archived, and cannot be destroyed except pursuant to document retention policies and, if the subject of criminal proceedings, with the consent of the Prosecuting Attorney's Office.

iii. The hotline will only receive and record incoming calls and anonymous calls will be reviewed and will be given the same priority as a report that has all of the required information.

iv. An inmate may face disciplinary action and possible criminal charges for making false reports.

C. Information about the methods of reporting in-custody rape outlined in this section, including the Inmate Tips hotline, will be made available to inmates during intake and orientation, and posters with this information will also be posted conspicuously at all times in each pod. In addition to the contact information, inmates will also be informed that protective custody or segregation is available for the protection of victims, and victims will not be compelled to testify and their identities will not be disclosed to their attackers if they decide not to pursue criminal charges.

5. Staff reporting procedure/initial notification.

A. Officers, contract staff and volunteers shall be considered mandatory reporters of in-custody rape and whenever they receive any information, regardless of its source concerning in-custody rape, or whenever they observe an incident of in-custody rape or facts and

circumstances which, based on their training, suggest the possibility of an incident of in-custody rape, they are required to immediately (at least during the same working shift) report the information or incident directly to their immediate supervisor or to others in the chain of command as provided in this section. Contract staff are also considered mandatory reporters and must ensure that their report reaches a supervisor or Lieutenant employed by the Sheriff's Office. All contracts, dated on or after February 20, 2007, to provide any services to jail inmates, and all contracts, dated on or after February 20, 2007, under which persons not directly employed the Sheriff's Office will have the occasion to be in the jail or have contact with persons who are or who have been inmates at the Benton County Jail must have a mandatory reporting clause contained within them. Such mandatory reporting clause shall substantially mirror the provisions of this section, and shall also require that any reports by the contractor's employees or agents immediately be conveyed to a Lieutenant within the Corrections Bureau or to the Captain of the Corrections Bureau. Such mandatory reporting clause shall also state that the contractor will be in violation of the subject contract for failing to comply with the mandatory reporting clause.

B. As soon as any allegation of in-custody rape comes to the attention of an employee, the employee who receives the information shall immediately report the incident to his/her supervisor who will in turn inform the Lieutenant. For purposes of this paragraph, "report" means to provide a verbal or written report directly to the responsible person; specifically, leaving a voice mail message is not sufficient. Reports are to be made as soon as possible and under no circumstances is an employee to leave his or her work shift without reporting the incident. The following are exceptions to the chain of command for reporting purposes:.

- i. If the allegation is against a supervisor, the report will be made to a Lieutenant directly.
- ii. If the allegation is against a Lieutenant, the report will be made directly to the Bureau Captain.
- iii. Since time is of the essence, if the employee's immediately supervisor is unavailable for the remainder of the employee's work shift during which the incident of in-custody rape came to the employee's attention, then the employee shall report the incident to any available command staff on duty at the time.

No employee will be administratively sanctioned, reprimanded or otherwise punished for reporting allegations of in-custody rape, even when a fellow employee or a supervisor is the subject of such allegation. No employee will be regarded as being insubordinate for bypassing usual chain of command under exceptions "i" and "ii" above.

- C. Failure to report an allegation or knowingly or willfully coercing or threatening any other person in order to induce them to:
- i. Refrain from reporting an incident of in-custody rape;
 - ii. Submit inaccurate, incomplete or untruthful information about an allegation of in-custody rape;
 - iii. Alter the findings of a report or investigation about an allegation of in-custody rape will result in disciplinary action, up to and including dismissal, even on a first offense.

- D. The Lieutenant will notify the Bureau Captain of all allegations or reports of in-custody rape. The Captain and the Undersheriff will determine who will be responsible for conducting the investigation.
- E. An incident report will be completed per General Orders 11.4.1 Administrative Reporting. All allegations of in-custody rape shall be reported in writing to the County Risk Manager in a form approved by the Risk Manager.

6. Security Procedures.

- A. Appropriate security procedures, designed and intended to prevent and detect in-custody rape, and to provide for the safety of victims and viability of any potential criminal investigation and or criminal case, will be followed at all times at the jail. These procedures will include, at a minimum, the following.
 - i. Mental health and medical assistance will be made available to the alleged victim as soon as possible.
 - ii. Suspect and alleged victim will be separated at least in different pods immediately.
 - iii. Witnesses will be isolated and/or protected to the extent possible so that they cannot communicate with each other to compare stories, and so that they cannot be coerced by the suspect and/or alleged victim into modifying or restricting their statements.
 - iv. If identified, the incident scene will be secured to the extent reasonably possible by taking protective measures to enclose the area so items cannot be removed or introduced and physical or forensic evidence is not disturbed. The incident scene will only be accessed by assigned investigators and such other persons as authorized for official purposes by the Bureau Captain.
- B. Alleged victims will be transported to a local medical facility for the collection of evidence and necessary medical care as pursuant to policies on the transporting of inmates for medical care, and with all due regard for the potential quick dissipation of forensic evidence.
- C. After initial medical assessment and the collection of evidence is completed, the alleged victim will be placed into protective custody pending the investigation and classification review.
- D. As soon as sufficient evidence is gathered to form probable cause in the mind of the primary investigator that an in-custody rape did occur and that a particular person committed the in-custody rape, (same standard which would permit a criminal deputy or detective to lawfully arrest) he or she shall inform the Bureau Captain and:
 - i. If the suspect is an inmate at the jail, he or she shall be detained in administrative segregation pending completion of the criminal investigation;
 - ii. If the suspect is an employee of the Sheriff's Office, to the extent permitted by policies and union agreements, the employee will be placed on paid administrative leave pending completion of the criminal investigation. If, for some reason, it is not possible to place the employee on administrative leave pending completion of the investigation, then the employee shall be reassigned to a position within the Sheriff's

Office where they will not have any contact with inmates at the jail, pending completion of the criminal investigation;

iii if the suspect is a contractor or an employee or agent of a contractor, then the suspect will be immediately barred from entry to the jail and the contractor will be immediately notified of the fact that an investigation is pending, that the suspect is barred from entering the jail, and that the suspect should not play a part in performing any services for the inmate population at the jail pending completion of the criminal investigation.

- E. The preliminary results of the criminal investigation referred to in paragraph "D" of this section may be used to initiate and/or prove administrative sanctions against the suspect to remove the suspect from programs.
- F. If the suspect is scheduled for early release pursuant to accumulation of good time and/or earned time, then upon action taken pursuant to paragraph "D" of this section, such good time and/or earned time credit may be suspended pending the result of the investigation. Such suspension or subsequent revocation action shall be taken pursuant to the administrative process required for all other types of infractions.

7. Investigative Protocols of Sexual Assaults.

- A. The Bureau Captain or assigned Detective will initiate the response, criminal investigation, and containment of the crime scene.
- B. The assigned Detective will ensure that all investigative protocol criteria applicable in general to crimes investigated by the Benton County Sheriff's Office, and in particular, any protocols and criteria applicable to the investigation of sexual offenses, are met.
- C. Detectives assigned to investigate are required to submit an investigation report to the Undersheriff with a copy to the Bureau Captain.
- D. At the completion of the investigation, copies of the criminal investigation report shall be forwarded to the Prosecuting Attorney and to the Risk Manager. This is to be done regardless of whether the case is founded or not, and whether it is a viable criminal case or not.

8. Documentation

- A. All staff involved who work in the area where an incident occurred are required to submit written reports with all pertinent information before the end of their shift. This includes staff that secured the incident scene, transported suspect or victim, or talked to possible witnesses.
- B. At the completion of an investigation, the Bureau Captain may notify the appropriate Lieutenants and Supervisors of the outcome of the investigation.

9. Treatment for Victims.

- A. Victim services for inmates in total or partial confinement include crisis intervention and trauma-specific treatment that will be offered to the victim and performed by a mental health and/or health care professional.
- B. Victim services will be made available to victims as follows:
 - i. All inmates who are the victim of an in-custody rape who are housed in the Benton County Jail shall be provided services outlined above by the Benton County Sheriff's Office.
 - ii. All inmates who are the victim of an in-custody rape who are housed in the Benton County Jail where the allegations are against an employee of the Sheriff's Office, contract staff or volunteer will be referred to local law enforcement for services outlined above.

12. Staff Training.

- A. All department staff, contract staff and volunteers will receive documented PREA training during New Employee Orientation, and/or Volunteer Orientation and thereafter annually.
- B. Training will include, but is not limited to:
 - i. Review of this policy, the Prison Rape Elimination Act of 2003, rules promulgated under the authority of the PREA, any recommendations and proposed standards issued by the Prison Rape Elimination Commission, and any other applicable state or federal laws or rules.
 - ii. Prevention, investigation, and prosecution of sexual assault/rape and/or sexual misconduct.
 - iii. The "zero tolerance" policy of the Benton County Sheriff's Office.
 - iv. Recognition of Possible signs of:
 - a) Sexual assault/rape and/or sexual misconduct
 - b) Predatory offenders,
 - c) Potential victims, and/or
 - d) Staff involvement.
 - v. Confidentiality
 - vi. Reporting
- C. Training will be documented in writing, placed into personal files and in such other training and/or recordkeeping systems used by the Sheriffs Office.
- D. Specialized training will be provided for staff that will respond to, or be involved in the investigation of, incidents of sexual assault/rape or sexual misconduct. Training may include, but is not limited to:
 - a) Crime scene management/investigation

- b) Sensitivity
- c) Crisis intervention.

13. Data Collection/Tracking

- A. The PREA instructors and Training Coordinator are responsible for compiling records and reporting statistical data in the form required by Federal Bureau of Justice pursuant to the Prison Rape Elimination Act of 2003.
- B. The Administrative Lieutenant will complete the Sexual Assault/Misconduct Initial report to initiate an investigation.
- C. Records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings and recommendations for and/or counseling are retained per the records retention schedule.

I certify that I have read, understood, and agree to abide by the provisions above.

Dr. W. Thomas Cooper, owner, president

Date

Witness: _____

JOINT RESOLUTION

rr

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF ADOPTING THE PERCENTAGE RATES FOR SALARIES FOR BENTON AND FRANKLIN SUPERIOR COURT

WHEREAS, the percentage paid by Benton and Franklin Counties for Superior Court non-bargaining 2008 salaries is based on the previous year's case filings described on (Attachment 1) and pursuant to the Memorandum of Understanding and Agreement; (Benton County #99-038; Franklin County #99-029); and,

WHEREAS, the percentage paid by Benton and Franklin Counties for the Superior Court Judges, Judges Pro Tempore, and Court Commissioners 2008 salaries are based on the 2006 real property valuation (reflected on Attachment 1) and pursuant to the Memorandum of Understanding and Agreement; (above); **NOW THEREFORE**,

BE IT RESOLVED the Boards of County Commissioners of Benton and Franklin hereby approve that:

- 1) The 2008 percentage rate for the Superior Court Judges and Superior Court Commissioners is 25.25% for Franklin County and 74.75% for Benton County.
- 2) The 2008 percentage rate for the Superior Court non-bargaining salaries is 24.92% for Franklin County and 75.08% for Benton County.

BE IT FURTHER RESOLVED the total reimbursement for Franklin County salaries is \$363,775 and total reimbursement for Franklin County benefits is \$73,212; and,

BE IT FURTHER RESOLVED the total reimbursement for Benton County salaries is \$1,112,366 and total reimbursement for Benton County benefits is \$249,711; and

BE IT FURTHER RESOLVED the total reimbursement for Franklin County Drug Court is \$49,840; and,

BE IT FURTHER RESOLVED the total reimbursement for Benton County Drug Court is \$150,160.

Dated this ____ day of _____, 2008

Dated this ____ day of _____, 2008

Board of Benton County Commissioners

Board of Franklin County Commissioners

Chairman

Chairman

Chairman Pro Tem

Vice-Chairman

Member

Member

Attested to by:

Attested to by:

Clerk to the Board

Clerk to the Board

ATTACHMENT "A"

Benton and Franklin County Superior Court
Year 2008 Budget (Cost Allocation)

(1) Case Filings by County:

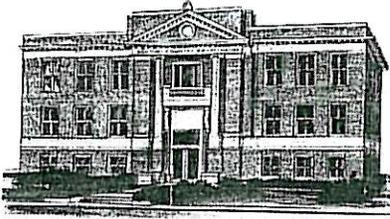
	<u>Civil</u>	<u>Criminal</u>	<u>Combined</u>	<u>% of Use</u>
Benton County	5,323	1,599	6,922	75.08%
Franklin County	<u>1,723</u>	<u>575</u>	<u>2,298</u>	24.92%
TOTAL:	7,046	2,174	9,220	

(2) Assessed Valuation:

Benton County	10,759,109,422	-	74.75%
Franklin County	<u>3,635,500,681</u>	-	25.25%
TOTAL:	14,394,610,103		

(1) Caseload data was provided by the Washington State Administrative Office of the Courts

(2) Assessed value was provided by the Benton and Franklin County Assessor's Offices



**DUANE A. DAVIDSON, CPA
Benton County Treasurer**

SS

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.co.benton.wa.us/html/treasurer

January 9, 2008

Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer had made a diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to collect the same.

****AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX****

I, Duane A. Davidson, Benton County Treasurer, swear on behalf of my deputy treasurer assigned to the collection of personal property tax, that every effort has been made to diligently search and inquire for goods and chattels upon which to collect such taxes. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

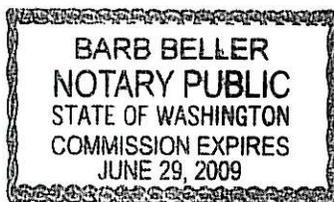
Sincerely,

DUANE A. DAVIDSON, CPA
Benton County Treasurer

DAD:blb

Attachments: Uncollectible Personal Property Listing, 4 pages.

Subscribed and sworn to before me this 9th day of December, 2008.



Barb Beller

Barbara Beller

Notary Public

Appointment Expires: 06/29/09

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELING TAXES ASSESSED UPON PERSONAL PROPERTY WITHIN BENTON COUNTY, WHICH THE BENTON COUNTY TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE

WHEREAS, taxes have been duly assessed upon the personal property listed on the schedule of property attached hereto as Exhibit A, and duly extended on the tax rolls of Benton County; and,

WHEREAS, the Benton County Treasurer having made diligent search and inquiry for goods and chattels upon which to collect such taxes; and

WHEREAS, the Benton County Treasurer has filed an affidavit (Exhibit A) with the Board of Benton County Commissioners, asserting that no such goods and chattels could be found, and that said taxes are therefore uncollectible; **NOW THEREFORE**,

BE IT RESOLVED, that the taxes assessed upon the personal property as enumerated on Exhibit A, attached hereto, are determined to be uncollectible and pursuant to the provisions of RCW 84.56.240, such taxes are hereby canceled from the tax rolls of Benton County.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by D. Davidson

CC: Treasurer, Auditor, Assessor

BENTON COUNTY TREASURER'S 2006 & 2007 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
Arthur Willette	20PD11900000000	2006	1231	Assr inactive 2007/Unable to Collect	\$11.85
Arthur Willette	20PD11900000000	2007	1231	Assr inactive 2007/Unable to Collect	\$10.07
Genaro & Irene Garza	20PK52200000000	2006	1813	Assr inactive 2007/Unable to Collect	\$93.36
Leaf Financial	30PA32400600000	2006	1331	Business closed/Unable to collect	\$415.16
Janet Arnold	30PA40000000000	2005	R1	Business closed/Unable to collect	\$121.05
Janet Arnold	30PA40000000000	2006	R1	Business closed/Unable to collect	\$104.81
Janet Arnold	30PA40000000000	2007	R1	Business closed/Unable to collect	\$88.72
Angels Doggie Doos	30PA48500000000	2005	W1	Business closed/Unable to collect	\$11.24
Beverly Calicoat Designs	30PA71600000000	2005	R1	Business closed/Unable to collect	\$33.77
Beverly Calicoat Designs	30PA71600000000	2006	R1	Business closed/Unable to collect	\$32.00
Beverly Calicoat Designs	30PA71600000000	2007	R1	Business closed/Unable to collect	\$23.48
Atel Business Corporation	30PA74400200000	2005	P1	Business closed/Unable to collect	\$703.08
Ballet Arts	30PB10900000000	2006	K1	Business closed/Unable to collect	\$132.65
Ballet Arts	30PB10900000000	2007	K1	Business closed/Unable to collect	\$109.32
C M K Cabinets	30PC79200000000	2005	W1	Business closed/Unable to collect	\$205.03
C M K Cabinets	30PC79200000000	2006	W1	Business closed/Unable to collect	\$189.98
Classic Builders	30PC61700000000	2003	R1	Business closed/Unable to collect	\$28.58
Classic Builders	30PC61700000000	2004	R1	Business closed/Unable to collect	\$27.96
Classic Builders	30PC61700000000	2005	R1	Business closed/Unable to collect	\$18.47
C & L Auto Plaza	30PC80600000000	2005	R1	Business closed/Unable to collect	\$53.88
C & L Auto Plaza	30PC80600000000	2006	R1	Business closed/Unable to collect	\$45.35
C & L Auto Plaza	30PC80600000000	2007	R1	Business closed/Unable to collect	\$35.05
CDW Leasing, LLC	30PC88700000000	2005	R1	Business closed/Unable to collect	\$50.22
Discovery Substance Abuse	30PD39200000000	2006	K1	Business closed/Unable to collect	\$30.12
Dogs Best Friend, Inc.	30PD40500000000	2006	K1	Business closed/Unable to collect	\$8.27
Dogs Best Friend, Inc.	30PD40500000000	2007	K1	Business closed/Unable to collect	\$6.79
Desert Sun Construction Inc	30PD43300000000	2004	W1	Business closed/Unable to collect	\$17.71
Desert Sun Construction, Inc	30PD43300000000	2005	W1	Business closed/Unable to collect	\$13.58
Quality Hearing Solutions, Inc.	30PE08500000000	2005	K1	Business closed/Unable to collect	\$64.41
Precechtel, Kelly D	30PF95000100000	2006	R2	Business closed/Unable to collect	\$8.09
Precechtel, Kelly D	30PF95000100000	2007	R2	Business closed/Unable to collect	\$7.18

BENTON COUNTY TREASURER'S 2006 & 2007 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YEAR	TCA	REASON	AMOUNT
Golden Eagle Leasing, Inc	30PG12400100000	2004	R1	Business closed/Unable to collect	\$36.89
CEF Lease Residual Holding, LLC	30PG23300900000	2006	1516	Business closed/Unable to collect	\$1,794.33
Hoskins Loving Care	30PH19300000000	2005	K1	Business closed/Unable to collect	\$15.98
Jade East Restaurant	30PJ05100000000	2004	K1	Business closed/Unable to collect	\$513.66
Linea Nigra Studio	30PL08200000000	2005	R3	Business closed/Unable to collect	\$38.78
Little Doves Daycare	30PL15900000000	2005	W1	Business closed/Unable to collect	\$49.08
Little Doves Daycare	30PL15900000000	2006	W1	Business closed/Unable to collect	\$39.41
Landscape Horizons	30PL18500000000	2005	K1	Business closed/Unable to collect	\$92.28
Landscape Horizons	30PL18500000000	2006	K1	Business closed/Unable to collect	\$71.86
Marcus Christi Construction	30PM02000000000	2003	R1	Business closed/Unable to collect	\$49.67
Marcus Christi Construction	30PM02000000000	2004	R1	Business closed/Unable to collect	\$47.38
Marcus Christi Construction	30PM02000000000	2005	R1	Business closed/Unable to collect	\$35.98
Marble Slab Creamery, LLC	30PM38200000000	2005	K1	Business closed/Unable to collect	\$1,888.05
Minnwest Capital Corp	30PM40500000000	2006	K1	Business closed/Unable to collect	\$33.85
M L Stanfield Construction, Inc	30PM51600000000	2003	R3	Business closed/Unable to collect	\$140.00
M L Stanfield Construction, Inc	30PM51600000000	2004	R3	Business closed/Unable to collect	\$139.83
M L Stanfield Construction, Inc	30PM51600000000	2005	R3	Business closed/Unable to collect	\$19.59
M L Stanfield Construction, Inc	30PM51600000000	2006	R3	Business closed/Unable to collect	\$18.92
Networks Northwest	30PN12600000000	2006	K1	Business closed/Unable to collect	\$544.36
Networks Northwest	30PN12600000000	2007	K1	Business closed/Unable to collect	\$431.51
Vowels & Son	30PN60000000000	2006	R1	Business closed/Unable to collect	\$160.86
Vowels & Son	30PN60000000000	2007	R1	Business closed/Unable to collect	\$139.27
Ola Otto	30PO05200000000	2005	R3	Business closed/Unable to collect	\$20.18
Ola Otto	30PO05200000000	2006	R3	Business closed/Unable to collect	\$16.87
Pot of Gold Sales	30PP10100000000	2006	W1	Business closed/Unable to collect	\$6.55
Photographix Digital Imaging	30PP28800000000	2005	K1	Business closed/Unable to collect	\$15.26
Photographix Digital Imaging	30PP28800000000	2006	K1	Business closed/Unable to collect	\$13.86
Photographix Digital Imaging	30PP28800000000	2007	K1	Business closed/Unable to collect	\$10.45
Pyramid Painting	30PP39800000000	2005	R1	Business closed/Unable to collect	\$19.02
Pyramid Painting	30PP39800000000	2006	R1	Business closed/Unable to collect	\$17.90
Rainbows & Sunshine	30PR09200000000	2005	R1	Business closed/Unable to collect	\$174.35
RC Construction	30PR13500000000	2005	1731	Business closed/Unable to collect	\$12.05
State of the Art Electronics	30PS02100000000	2003	K1	Business closed/Unable to collect	\$55.07

BENTON COUNTY TREASURER'S 2006 & 2007 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YEAR	TCA	REASON	AMOUNT
State of the Art Electronics	30PS02100000000	2004	K1	Business closed/Unable to collect	\$44.86
State of the Art Electronics	30PS02100000000	2005	K1	Business closed/Unable to collect	\$35.99
State of the Art Electronics	30PS02100000000	2006	K1	Business closed/Unable to collect	\$26.28
Sea Galley, Inc.	30PS21500000000	2005	K1	Business closed/Unable to collect	\$868.99
Soil Search Labs	30PS27400000000	2006	1331	Business closed/Unable to collect	\$379.35
Skippers	30PS37800200000	2006	K1	Business closed/Unable to collect	\$178.31
Skippers	30PS37800200000	2007	K1	Business closed/Unable to collect	\$70.88
Skippers	30PS37800200000	2007 Adv.	K1	Business closed/Unable to collect	\$91.53
SW Erectors, Inc	30PS51600000000	2005	K1	Business closed/Unable to collect	\$144.44
Stonehinge Construction	30PS59900000000	2005	R2	Business closed/Unable to collect	\$17.93
Stonehinge Construction	30PS59900000000	2006	R2	Business closed/Unable to collect	\$14.26
Three Rivers Engraving Corp	30PT06000000000	2005	K1	Business closed/Unable to collect	\$52.71
Three Rivers Engraving Corp	30PT06000000000	2006	K1	Business closed/Unable to collect	\$41.53
Tracker Business Systems, Inc.	30PT09500000000	2004	R1	Business closed/Unable to collect	\$5,106.04
South Kennwick Plumbing	30PT21900000000	2006	K1	Business closed/Unable to collect	\$8.82
Thriff Rak Outlet	30PT21900000000	2004	R1	Business closed/Unable to collect	\$257.47
Thriff Rak Outlet	30PT25100000000	2005	R1	Business closed/Unable to collect	\$201.29
Thriff Rak Outlet	30PT25100000000	2006	R1	Business closed/Unable to collect	\$169.18
Thriff Rak Outlet	30PT25100000000	2007	R1	Business closed/Unable to collect	\$123.29
Vogel and Sargent	30PV08800000000	2006	R1	Business closed/Unable to collect	\$19.13
Vogel and Sargent	30PV08800000000	2007	R1	Business closed/Unable to collect	\$18.51
Michael Roy Hood	40MA75200000000	2003	K1	Assr inactive 2006/Unable to Collect	\$103.94
Michael Roy Hood	40MA75200000000	2004	K1	Assr inactive 2006/Unable to Collect	\$97.91
Michael Roy Hood	40MA75200000000	2005	K1	Assr inactive 2006/Unable to Collect	\$82.61
Michael Roy Hood	40MA75200000000	2006	K1	Assr inactive 2006/Unable to Collect	\$73.93
TT Marroon Trust	40MB28800000000	2005	1613	Assr inactive 2006/Unable to Collect	\$7.34
TT Marroon Trust	40MB28800000000	2006	1613	Assr inactive 2006/Unable to Collect	\$7.22
David & Mary Cooley	40MC22100000000	2005	R2	Assr inactive 2005/Unable to Collect	\$122.61
Richard J Olchawa	40ME48700000000	2006	R3	Assr inactive 2007/Unable to Collect	\$50.82
Richard J Olchawa	40ME48700000000	2007	R3	Assr inactive 2007/Unable to Collect	\$81.77
Felix & Elizabeth Ramirez	40MH00800000000	2004	1731	Assr inactive 2005/Unable to Collect	\$42.04

BENTON COUNTY TREASURER'S 2006 & 2007 PERSONAL PROPERTY UNCOLLECTIBLES

PARCEL NAME	PARCEL NUMBER	TAX YEAR	TCA	REASON	AMOUNT
Joe Lopez	40MH39400000000	2003	1613	Assr inactive 2006/Unable to Collect	\$201.24
Joe Lopez	40MH39400000000	2004	1613	Assr inactive 2006/Unable to Collect	\$231.21
Joe Lopez	40MH39400000000	2005	1613	Assr inactive 2006/Unable to Collect	\$148.94
Joe Lopez	40MH39400000000	2006	1613	Assr inactive 2006/Unable to Collect	\$146.37
Howard Humphrey	40MH74700000000	2005	1331	Assr inactive 2006/Unable to Collect	\$26.98
Howard Humphrey	40MH74700000000	2006	1331	Assr inactive 2006/Unable to Collect	\$26.90
Deborah L Lunsford	40MO72200000000	2006	1331	Assr inactive 2006/Unable to Collect	\$36.03
Angelica M Gutierrez	40MT89900000000	2005	P1	Assr inactive 2006/Unable to Collect	\$53.91
Angelica M Gutierrez	40MT89900000000	2006	P1	Assr inactive 2006/Unable to Collect	\$41.49
360Networks (USA2) LP	606741300000003	2006	1615	Business closed/Unable to collect	\$170.08
TOTALS					\$18,988.46
				2003 TAX YEAR TOTAL	\$578.50
				2004 TAX YEAR TOTAL	\$6,562.96
				2005 TAX YEAR TOTAL	\$5,419.07
				2006 TAX YEAR TOTAL	\$5,180.11
				2007 TAX YEAR TOTAL	\$1,156.29
				2007 ADV TAXES TOTAL	\$91.53
					\$18,988.46

RESOLUTION

Added to
Consent "++"

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: E. R. & R. PURCHASE OF A COATS TIRE BALANCER

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

WHEREAS, written quotations for a Coats Tire Balancer were received from three vendors on the Benton County Vendor List; as follows:

NAPA Prosser, Prosser, Washington 99350	\$4,279.67
Myers Tire Supply, Portland, Oregon 97232	4,411.77
D & R Auto Parts, Kennewick, Washington 99336	5,867.95;

and

WHEREAS, the County Engineer recommends award of the business to NAPA Prosser, Prosser, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Public Works with a Coats Tire Balancer, in the amount of \$4,279.67, and Washington State Sales Tax in the amount of \$355.21; and

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

Dated this 14th day of January, 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

uu

BENTON COUNTY PROSECUTOR
7122 W. Okanogan Place, Bldg. A
Kennewick WA 99336
Telephone: 735-3591 Fax: 736-3066

TO: Marilu Flores
FROM: Eric Hsu
DATE: January 10, 2008
RE: Item for Monday, January 14, 2008 consent agenda

Hi Marilu. The enclosed interlocal agreement is for Monday's consent agenda. Sorry for the late submission. It was brought to the Sheriff's attention this morning so I had to draft it today. David Sparks has been made aware of this and has approved its addition to the agenda.

Thanks

**INTERLOCAL AGREEMENT
FOR PROVISION OF COURT SECURITY SERVICES
BETWEEN
COUNTY OF BENTON, STATE OF WASHINGTON
AND
COUNTY OF ASOTIN, STATE OF WASHINGTON**

WHEREAS: The Benton County Prosecutor's Office is presently prosecuting Kevin L. Hilton (dob 11/26/57), on behalf of the State of Washington, in the case entitled *State of Washington v. Kevin L. Hilton*, Benton County Superior Court No. 02-1-00446-0 for numerous crimes including the crime of Murder;

WHEREAS: Upon order of the Benton County Superior Court, venue for the prosecution has been transferred to the County of Asotin, State of Washington;

WHEREAS: Trial in this matter, which is expected to last five weeks, will commence on January 14, 2008;

WHEREAS: The Asotin County Sheriff's Office has graciously agreed to house Mr. Hilton in their jail facility and take responsibility for transport to/from court and security while in court;

WHEREAS: The Sheriffs of Benton and Asotin Counties have concurrent jurisdiction and authority to guard and escort Mr. Hilton while he is in custody and therefore, under authority of the Interlocal Cooperation Act, RCW 39.34 *et seq*, the parties are authorized to contract for one party to perform these services for the other;

WHEREAS: For practical reasons, only the Asotin County Sheriff can guard and escort Mr. Hilton for the duration of the trial;

THEREFORE: In return for the mutual consideration stated herein, the parties agree as follows:

1. The Asotin County Sheriff's Office shall receive custody of Mr. Hilton on January 13, 2008 from Benton County Sheriff's Deputies who shall transport him to the intake area of the Asotin County Jail;
2. From the time of his receipt until the end of the trial, Mr. Hilton shall be housed at the Asotin County Jail and shall not be released except upon the order of the Superior Court, or to Benton County Sheriff's Deputies upon request of the Benton County Sheriff.
3. For the duration of the trial referenced above, for any necessary court appearances, the Asotin County Sheriff or designee shall transport Mr. Hilton to court in a manner so as to prevent his escape from custody. Thereupon, the Asotin County Sheriff or designee shall provide armed deputies to secure the courtroom and prevent Mr. Hilton's escape during all such court appearances. Such armed deputies shall number at least two during any court appearances or trial days;
4. Asotin County may bill Benton County for the actual costs borne by its Sheriff's Office in providing deputies to escort Mr. Hilton to court and to secure Mr. Hilton while in

court. Such billing may be based on overtime rates if required, and shall be based on the following rates of base pay (before overtime): \$16.70/hr for Corrections Deputies; \$18.21/hr for Corrections Sergeants. Such billed costs shall be reasonably itemized and shall be paid by Benton County within 30 days of receipt;

- 5. Each party to this agreement shall be responsible for the negligence, errors, omissions, or reckless conduct of its employees, elected officials or agents. No party, by operation of this agreement, shall be held liable for the negligence, errors, omissions, or reckless conduct of the other party's employees, elected officials, or agents. In the event of a lawsuit or claim for property damage or bodily injury alleging negligence, errors, omission or reckless conduct relating to the discharge of this agreement, each party shall indemnify, defend and hold harmless the other party for its share of properly attributed fault or liability. These indemnification provisions include indemnification for costs and attorney's fees;
- 6. No benefits to third parties shall accrue by virtue of this agreement;
- 7. This agreement shall expire upon the completion of this trial in this case, or if Mr. Hilton is released from custody upon order of the Superior Court;
- 8. No jointly owned or held property shall be created by this interlocal agreement;
- 9. No independent entity shall be created by this interlocal agreement;

Duly executed by the parties:

Dated:

Dated:

 Claude Oliver
 Chairman of the Benton County Board
 Of County Commissioners

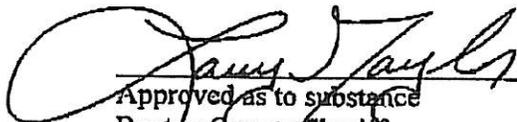
 R.E. (Buck) Lane
 Chairman of the Asotin County Board
 Of County Commissioners

Attest:

Attest:

 Clerk of the Board

 Clerk of the Board



 Approved as to substance
 Benton County Sheriff
 Larry Taylor

 Approved as to substance
 Asotin County Sheriff
 G.K. Bankcroft

 Approved as to form
 Deputy Prosecuting Attorney

 Approved as to form
 Deputy Prosecuting Attorney

DAVE
9:05

AGENDA ITEM MTG. DATE: January 14, 2008 SUBJECT: Preliminary. Plat of Bryon Estates - SUB 07-05 MEMO DATE: January 7, 2008 Prepared By: Michael Shuttleworth Reviewed By: Terry A. Marden	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing Public Meeting X 1st Discussion 2nd Discussion Other
--	---	---

BACKGROUND INFORMATION

On November 20, 2007, the Benton County Planning Commission conducted a public hearing on the proposed preliminary plat of Bryon Estates – SUB 07-05. This subdivision consists of 24 acres to be divided into 8 single-family lots. After closing the Open Record Hearing and discussing the proposed plat, the Planning Commission made a recommendation to approve the preliminary plat of Bryon Estates as presented with conditions. The Planning Commission’s record and recommendation for SUB 07-05 is being submitted for your review and decision. A public meeting with the Board was set for January 14, 2008 at 9:05 a.m. to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the preliminary plat application based on the Planning Commission’s Open Record Hearing. The Board may not hold its own Open Record Hearing if the Planning Commission held an Open Record Hearing. The Board consider any testimony other than the testimony that was presented to the Planning Commission at their Open Record Hearings. The only information the Board can consider is the clarification of statements made at the Open Record Hearing with reference to testimony and information submitted to the Planning Commission in their record prepared for this preliminary plat application. Attached for the Board’s review is a copy of the tapes and all information presented at the Planning Commission Open Record Hearing. Also attached is the signed Recommendation, Findings and Conclusion of the Planning Commission Open Record Hearing.

SUMMARY

The Benton County Planning Commission has completed the open record hearing for the preliminary plat application of Bryon Estates – SUB 07-05. The Board of County Commissioners needs to consider the preliminary plat and recommendation of the Planning Commission at the public meeting on January 14, 2008.

RECOMMENDATION

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the preliminary plat as presented with conditions. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission’s recommendation, Findings and Conclusions (**See attached**) and approve the proposed preliminary plat.

FISCAL IMPACT - None.

MOTION

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the preliminary plat of Bryon Estates – SUB 07-05 with the conditions as recommended by the Planning Commission.

If however, the Board disagrees with the Planning Commission and Planning Department’s recommendation then the Board will have to complete your own Findings and either approve the plat with additional conditions or deny the plat. If based on the Planning Commission’s record, you wish to complete your own findings; the Planning Department could draft the Boards findings and conclusions for the Board’s approval.

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: Preliminary Plat of approximately
24 acres into 8 lots on Lot 2 of
Short Plat 491 in Section 7,
Township 8 North, Range 24 East, W.M.

File No. SUB 07-05
RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

SUB 07-05: A proposal by Tadd Bowsby to subdivide approximately 24 acres into 8 single-family residential lots with an average lot size of 2.83 acres and a minimum lot size of 2.36 acres on Lot 2 of Short Plat 491 in the Northwest Quarter of the Southwest Quarter of Section 7, Township 8 North, Range 24 East, W.M. is hereby recommended to be APPROVED WITH CONDITIONS. This action is based upon the following findings pursuant to RCW 58.17.110.

LEGAL DESCRIPTION

The area covered by the proposed preliminary plat is generally described as that portion of Section 7, Township 8 North, Range 24 East, W.M. located on Lot 2 of Short Plat 491 adjoining the Benton/Yakima Line and lying North of Bryon Road..

RESOLUTION

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given Thursday, November 8, 2007; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (September 11, 2007); publication of legal notices in the Tri-City Herald (November 8, 2007); adjacent landowners (November 2, 2007); and,

WHEREAS, the public hearing was held on November 20, 2007 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present: Eugene Johnson, James Willard, Lloyd Coughlin, and Martin Sheeran,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at an open record public hearing held on November 20,

2007, considered the evidence submitted and voted four in favor with three absent to recommend **approval with conditions** of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS AND CONCLUSIONS

- A. A majority of the Planning Commission members find that adequate provisions have been made for the Public Health and Safety based on the following facts:**
1. The Benton Franklin District Health Dept. has indicated that septic tanks in this area would be feasible.
 2. The conditions as outlined in the staff report provide adequate provisions for Public Health and Safety.
- B. A majority of the Planning Commission members find that adequate provisions have been made for open spaces based on the following facts:**
1. That the proposed Preliminary Plat of Bryon Estates does not contain land to be designated for open space and a park.
 2. That the Benton County Code does not require open space dedications for this type of preliminary plat.
- C. A majority of the Planning Commission members find that adequate provisions have been made for drainage ways based on the following facts:**
1. Pursuant to the Planning Staff memo dated November 13, 2007, the Benton County Dept. of Public Works will review the proposed plat to insure that it meets the requirements of the Benton County Hydrology Manual.
 2. All natural drains are to be protected with 20 foot drainage easements.
- D. A majority of the Planning Commission members find that adequate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:**
1. All lots within the proposed development will front onto a dedicated street.
- E. A majority of the Planning Commission members find that adequate provisions have been made for transit stops based the following facts:**
1. The proposed plat does not have a location for a public transit stop and no evidence was presented that a transit stop is required.
 2. The proposed plat and surrounding area is not served by public transit.
- F. A majority of the Planning Commission members find that adequate provisions have been made for potable water supplies based on the following facts:**
1. Water will be provided by a individual wells.
 2. Proof of potable water must be provided before building permits will be issued for lots

within the subdivision.

G. A majority of the Planning Commission members find that adequate provisions have been made for sanitary wastes based on the following facts :

1. The plat generally meets the requirements of the Benton Franklin District Health Department for plats utilizing on-site sewage disposal systems as stated in their letters received by the Planning Dept. on September 18, 2007, October 16, 2007, and in their e mail dated November 6, 2007.
2. Health Department approval for septic systems is required before obtaining building permits.

H. A majority of the Planning Commission members find that appropriate provisions have been made for parks, recreation, and playgrounds based on the following facts:

1. The proposed plat does not provide for parks or recreation opportunities.
2. That no evidence was presented that park, recreation or playground areas are needed or required.

I. A majority of the Planning Commission members find that appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

1. This proposed plat is within the Prosser School District and all students will be bused to school.

J. A majority of the Planning Commission members conclude that the requirements of the State Environmental Policy Act have been met based on the following:

1. An Environmental Checklist was submitted and the Planning Department issued a Determination of Non Significance on October 10, 2007.

K. A majority of the Planning Commission members find that the proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:

1. The preliminary plat is located with the Unclassified Zoning District and at the time of application had a density of one dwelling for every 2.5 acres of property. The plat met the intent of the Comprehensive Plan at the time of submittal.

L. A majority of the Planning Commission members find that the proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

1. The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its November 13, 2007 memo, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.
2. This proposal is allowed within the Unclassified Zoning District.

M. The Commission has considered the physical characteristics of the proposed subdivision site and finds that the proposed plat is not situated in a flood control zone.

A majority of the Planning Commission members conclude, based on the foregoing findings that the public interest will be served by the subdivision and dedication.

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 07-05, the preliminary plat of Bryon Estates, proposed by Tadd Bowsby and such plat is hereby recommended to the Board of County Commissioners for APPROVAL WITH CONDITIONS (attached).



JON LINDEMAN, Chairman *12/17/07* Date
BENTON COUNTY PLANNING COMMISSION

CONDITIONS OF APPROVAL - SUB 07-05

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. That the final plat be reviewed and approved in writing by the Benton Franklin District Health Department prior to sending the final plat to the Planning Commission for signature. If any specific statements or set aside areas are requested by the Benton Franklin District Health Department these must be shown on the final plat as per their requirements.
 - The following items placed on the plat:
 - (a) All wells within 150 feet of the plat.
 - (b) Surface waters; including irrigation canals and drain ditches within 150' of plat.
 - (c) The following statements:
 - (i) "This plat appears to have suitable conditions for use of on-site sewage disposal systems. However, because of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Department Rules and Regulations at time of permit issuance.

Further, be advised Benton Franklin Health District's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date."
 - (ii) "Limited soils testing on Lots 5 and 6 in this subdivision has revealed Type 1 (Gravelly to Extremely Gravelly Coarse Sand) soil condition. Any sewage disposal system to be permitted in areas of type 1 soils may be required to meet Treatment Standards 2. The Benton-Franklin District Health Department should be contacted for further information."
 - Each lot must be configured to allow a 100' radius water supply protection zone to fit within the lot lines or a 100' protection zone must be established around existing and proposed well site.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

4. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be protected with 20-foot drainage easements
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Prosser School District must be provided to the planning department prior to setting the meeting date for the final plat.
6. That the following notes be placed on the final plat:
 - "Prior to the granting of a Building or Factory Assembled Structure (FAS) Permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050 regarding public ground water. The applicant for a Building or FAS Permit must demonstrate that potable water is legally available by presenting:
 - (a) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot;
 - (b) a water well report filed and received by Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050; or
 - (c) a written approval of the Washington State Department of Health that a Group A or Group B public water supply system has been installed and is available for providing potable water to the lot."
 - "Address numbers [noted in brackets] are subject to change until the exact location or access onto the short plat is determined."
 - "The minimum permitted setback distance for all structures from all lot lines is twenty-five (25) feet unless a greater distances are required by other County regulations."
7. That the irrigation easements be provide as required by SVID.
8. The applicant provides a road name for the proposed new County road. The road name must be approved by the Benton County Department of Public Works and the Southeast Communication Center.
9. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

Dave 9:15

AGENDA ITEM MTG. DATE: January 14, 2008 SUBJECT: Preliminary Plat of Cottonwood Estates -SUB 07-09 MEMO DATE: January 7, 2008 Prepared By: Michael Shuttleworth Reviewed By: Terry A. Marden	TYPE OF ACTION <u>NEEDED</u>	
	Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing Public Meeting X 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

On November 20, 2007, the Benton County Planning Commission conducted a public hearing on the proposed preliminary plat of Cottonwood Estates – SUB 07-09. This subdivision consists of 60 acres to be divided into 24 single-family lots. After closing the Open Record Hearing and discussing the proposed plat, the Planning Commission made a recommendation to approve the preliminary plat of Cottonwood Estates as presented with conditions. The Planning Commission’s record and recommendation for SUB 07-09 is being submitted for your review and decision. A public meeting with the Board was set for January 14, 2008 at 9:15 a.m. to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the preliminary plat application based on the Planning Commission’s Open Record Hearing. The Board may not hold its own Open Record Hearing if the Planning Commission held an Open Record Hearing. The Board cannot consider any testimony other than that testimony that was presented to the Planning Commission at their Open Record Hearings. The only information the Board can consider is the clarification of statements made at the Open Record Hearing with reference to testimony and information submitted to the Planning Commission in their record prepared for this preliminary plat application. Attached for the Board’s review is a copy of the tapes and all information presented at the Planning Commission Open Record Hearing. Also attached is the signed Recommendation, Findings and Conclusion of the Planning Commission Open Record Hearing.

SUMMARY

The Benton County Planning Commission has completed the open record hearing for the preliminary plat application of Cottonwood Estates – SUB 07-09. The Board needs to consider the preliminary plat and recommendation of the Planning Commission at the public meeting on January 14, 2008.

RECOMMENDATION

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the preliminary plat as presented with conditions. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission’s recommendation, Findings and Conclusions (**See attached**) and approve the proposed preliminary plat.

FISCAL IMPACT - None

MOTION

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the preliminary plat of Cottonwood Estates – SUB 07-09 with the conditions as recommended by the Planning Commission.

If however, the Board disagrees with the Planning Commission and Planning Department’s recommendation then the Board will have to complete your own Findings and either approve the plat with additional conditions or deny the plat. If based on the Planning Commission’s record, you wish to complete your own findings, the Planning Department could draft the Boards findings and conclusions for the Board’s approval.

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: Preliminary Plat of approximately
60.73 acres into 24 lots in the Northwest
Quarter of Section 14, Township 8 North,
Range 28 East, W.M.

File No. SUB 07-09
RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

SUB 07-09: A proposal by Thayne Wiser to subdivide approximately 60.73 acres into 24 single-family residential lots with an average lot size of 2.53 acres is hereby recommended to be APPROVED WITH CONDITIONS. This action is based upon the following findings pursuant to RCW 58.17.110.

LEGAL DESCRIPTION

The area covered by the proposed preliminary plat is generally described as that portion of the Northwest Quarter of Section 14, Township 8 North, Range 28 East, W.M. lying West of the Burlington Northern Santa Fe Railroad right of way, South of Cottonwood Creek Subdivision and East of Cottonwood Drive

RESOLUTION

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given Thursday, September 14, 2007; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (September 11, 2007); publication of legal notices in the Tri-City Herald (September 14, 2007); adjacent landowners (September 11, 2007); and,

WHEREAS, the public hearing was held on November 20, 2007 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present: Eugene Johnson, James Willard, Lloyd Coughlin and Martin Sheeran and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at an open record public hearing held on November 20, 2007, considered the evidence submitted and voted four in favor with three absent to recommend **approval with conditions** of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS AND CONCLUSIONS

A. A majority of the Planning Commission members find that adequate provisions have been made for the Public Health and Safety based on the following facts:

1. The Benton Franklin District Health Dept. has indicated that septic tanks in this area would be feasible.
2. The conditions as outlined in the staff report provide adequate provisions for Public Health and Safety.

B. A majority of the Planning Commission members find that adequate provisions have been made for open spaces based on the following facts:

1. That the proposed Preliminary Plat of Cottonwood Estates does not contain land to be designated for open space or park.
2. That the Benton County Code does not require open space dedications for this type of preliminary plat.

C. A majority of the Planning Commission members find that adequate provisions have been made for drainage ways based on the following facts:

1. Pursuant to the Planning Staff memo dated November 13, 2007, the Benton County Dept. of Public Works will review the proposed plat to insure that it meets the requirements of the Benton County Hydrology Manual.
2. A Mitigated Determination of Non Significance was issued requiring that a fifty (50) foot wide buffer on both sides of the creek must be noted on the plat. The buffer area is to remain undeveloped and in a natural state.
3. The applicant will provide the Burlington Northern Santa Fe Railroad, the Planning Department, and the County Engineer with copies of the calculations for a 100-year storm event.

D. A majority of the Planning Commission members find that adequate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

1. This proposal must meet fire code requirements and the requirements of the Public Works Department.
2. All roads must be constructed or bonded prior to the final plat hearing.
3. The proposed preliminary plat must meet the requirements of the Benton County Dept. of Public Works.
4. The Benton County Department of Public Works must approve proposed street names within the proposed plat
5. There is to be no direct access onto the proposed Cottonwood Drive from the lots within

the preliminary plat.

6. All lots within the proposed development will front onto a dedicated street.

E. A majority of the Planning Commission members find that adequate provisions have been made for transit stops based the following facts:

1. The proposed plat does not have a location for a public transit stop and no evidence was presented that a transit stop is required.
2. The proposed plat and surrounding area is not served by public transit.

F. A majority of the Planning Commission members find that adequate provisions have been made for potable water supplies based on the following facts:

1. Water will be provided by a private water system.
2. Approval must be provided showing that water right permits have been approved by the Department of Ecology.
3. Proof of potable water must be provided before building permits will be issued for lots within the subdivision.
4. The potable water system must be approved by the Washington State Dept. of Health.

G. A majority of the Planning Commission members find that adequate provisions have been made for sanitary wastes based on the following facts :

1. The plat generally meets the requirements of the Benton Franklin District Health Department for plats utilizing on-site sewage disposal systems as stated in their letter received by the Planning Dept. on September 18, 2007.
2. Health Department approval for septic systems is required before obtaining building permits.

H. A majority of the Planning Commission members find that appropriate provisions have been made for parks, recreation, and playgrounds based on the following facts:

1. There are neighborhood parks located in the plat of Cottonwood Creek.

I. A majority of the Planning Commission members find that appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

1. This proposed plat is within the Kennewick School District and all students will be bused to school.
2. There is a future school site designated in the immediate vicinity.

J. A majority of the Planning Commission members conclude that the requirements of the State Environmental Policy Act have been met based on the following:

1. An Environmental Checklist was submitted and the Planning Department issued a Mitigated Determination of Non Significance on October 10, 2007.
2. The mitigated measure attached to the determination requires a fifty (50) foot wide

buffer be provided on both sides of the existing creek. The buffer area is to remain undeveloped and in a natural state and a note stating such is to be placed on the plat.

3. The mitigated measure attached to the determination also requires calculations for a 25, 50, and 100 storm event be submitted to the BNSF Railroad, Planning Department and County Public Works Dept.

K. A majority of the Planning Commission members find that the proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:

1. The gross acreage was used in determining the number of lots and the density for this area at the time of submittal was one dwelling unit per 2.5 acres. The applicant meets the density requirements as he is clustering his development and leaving one large lot.

L. A majority of the Planning Commission members find that the proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

1. The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its November 13, 2007, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.

2. This proposal is allowed within the Agricultural Zoning District.

M. The Commission has considered the physical characteristics of the proposed subdivision site and finds that the proposed plat is not situated in a flood control zone.

A majority of the Planning Commission members conclude, based on the foregoing findings, that the public interest will be served by the subdivision and dedication.

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 07-09, the preliminary plat of Cottonwood Estates, proposed by Thayne Wiser and such plat is hereby recommended to the Board of County Commissioners for APPROVAL WITH CONDITIONS (attached).


MARTIN SHEERAN, Vice-Chairman
BENTON COUNTY PLANNING COMMISSION

12/17/07

CONDITIONS OF APPROVAL - SUB 07-09

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. That the final plat be reviewed and approved in writing by the Benton Franklin Health District prior to sending the final plat to the Planning Commission for signature. If any specific statements or set aside areas are requested by the Benton Franklin Health District these must be shown on the final plat as per their requirements. Each lot must contain a minimum usable land area of 20,000 square feet after easements and encumbrances placed on the plat are subtracted.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
4. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan. The applicant provides to the Benton Franklin Health District the calculations for a 25, 50, and 100-year storm event with copies to the Benton County Planning Department, Benton County Engineer and BNSF Railroad.
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Kennewick School District must be provided to the planning department prior to setting the meeting date for the final plat.
6. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
7. The Planning Department receives written verification from the Benton County Fire Marshal indicating that the required fire flow and adequate fire protection system have been installed and are functioning as per the requirements of BCC. If this is not accomplished a statement will need to be placed on the final plat indicating that: "No building permit shall be issued until the roads are constructed to at least subgrade standards." All roads must be constructed or bonded prior to the final plat being submitted for final plat approval.

8. Prior to setting the date for final approval for each phase, the applicant provides written verification from the Washington State Department of Health that the proposed Group A water system has been installed and approved for this plat.

9. That the following note be placed on the face of every final plat for this development:

"No direct access from any lot to Cottonwood Drive will be permitted."

10. The applicant complies with the comments provided in the Department of Public Work's letter dated September 20, 2007. The intersection of the proposed Kash Road and Cottonwood Drive must be moved so that it either lines up with the intersection of Kase Blvd. and Cottonwood Drive or is at least 150 feet south of the intersection of Kase Blvd. If the road placement is moved to line up with the intersection of Kase Blvd. and Cottonwood Drive, the proposed new road must also be named Kase Blvd.

11. That the following statement shall be placed on the final plats for Lots 1 and Tracts A and B:

The residential densities for Lot 24 have been used for the remaining portions of the Cottonwood Estates development. With the exception of existing agricultural uses and a single dwelling, additional development on Lot 24 cannot occur prior to the adoption of revised or new density regulations in conformance with the Growth Management Act and the Benton County Comprehensive Plan Amendment procedure, which would allow additional density on the lot.

12. The 50-foot buffer for the creek shall be shown on the final plat with a note stating:

"The buffer area is to remain undeveloped and in a natural state."

13. That the preliminary plat is modified in all necessary respects so that the final plats will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: January 14, 2008 Subject: Call for Bids – CB 08-03 Prepared By: Charles Kissler Reviewed By:	Execute Contract _____ Pass Resolution _____ <u>xxx</u> Pass Ordinance _____ Pass Motion _____ Other _____	<div style="text-align: right; font-size: 2em; font-weight: bold;">9.30</div> Consent Agenda _____ <u>X</u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Benton County Sheriff's Office has for years equipped its patrol vehicles with in-car video cameras to record events that occur in front of the Deputy's vehicles. This system is universally considered to provide enhanced officer safety as well as excellent documentation in claims against the Deputies and the County.

The systems currently in use incorporate VHS video-tape technology. Systems of this type have proven to be unreliable and do not have the durability to function in the weather extremes we experience in our area.

In 2007 the Sheriff's Office sought and received a Department of Homeland Security Grant in the amount of \$182,188.32 that will allow it to purchase a state of the art digital video recording system to outfit the majority of its fleet. The grant was included in, and approved with, the 2008 expenditure budget within Department 121 that was submitted to the Benton County Commission.

The Sheriff's Office would like to call for bids for the project and has obtained bid number: CB 08-03.

SUMMARY

The Sheriff's Office wants to engage in a bid process to buy digital in car cameras for its patrol fleet. The purchase being funded by grant money.

RECOMMENDATION

Approval of Resolution authorizing a call for bids. County Bid # CB 08-03.

FISCAL IMPACT

The \$182,188.32 used to fund this project is provided by grant funding. This amount is already included in the 2008 expenditure budget within 0000101.121.00000.594.210.6410.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLICITING BIDS FOR IN-CAR DIGITAL VIDEO CAMERA SYSTEMS FOR SHERIFF'S OFFICE PATROL VEHICLES – Bid # CB 08-03;

WHEREAS, the current video camera system employed in patrol vehicles is unreliable, causing extensive repair and maintenance costs, and

WHEREAS, new digital camera technology is reliable and will enhance the safety of Sheriff's Office employees, and

WHEREAS, the Sheriff's Office has sought and received Department of Homeland Security Grant funding for the project, **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for supplying digital in-car video recording systems for the Benton County Sheriff's Office, be prepared and advertised pursuant to the provisions of RCW 36.32.245, as more fully described in the bid specifications; and

BE IT FURTHER RESOLVED the bids will be received by the Benton County Sheriff's Office, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336, until 3:00 p.m. on February 29, 2008 and not thereafter; and will be opened by representatives of the Benton County Sheriff's Office at 3:30 p.m. on February 29, 2008, in the Facilities Department Conference Room, Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 during an open public meeting; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid documents – Bid # CB 08-03, on behalf of the Board.

Dated this _____ day of _____, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____

Captain Charles Kissler

CC: Admn. Asst Julie Thompson, Prosecutor, Auditor Office

Leo Bowman
District 1
Max Benitz, Jr.
District 2
Claude Oliver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

January 14, 2008

INVITATION FOR BIDS – Bid #08-03

TO INTERESTED PARTIES:

Benton County is seeking to purchase new manufacture In-Car Digital Video Recording Systems for the Benton County Sheriff's Office. The minimum specifications for the system will be as follows:

In-Car Digital Video Recording System. A digital based video recording system that includes audio recording capability.

In dash mounting of video recorder unit, not extruded to windshield viewing area.
Ability to record with minimum of two cameras simultaneously, equipped with one forward facing and one rear facing camera.

Full VGA recording

Video: 3 NTSC inputs, 2 recordable simultaneously

Display: Minimum 3.8", TFT-LCD 320x240

Camera Zoom: 40x (10x optical, 4x digital)

Frame Rate: 30, 15, 10 fps – user selectable

Pre-Event Recording: 60 seconds

Recording Triggers: Speedometer, light bar, siren, brakes, collision and wireless microphone

Playback: Stop, Play, FF2x, 5x, 10x, RW 1x, 5x, 10x, Pause

Storage: Removable HDD, 20 GB or 40 GB

Ports: USB 1.1, RS-232

GPS: Standard

Power: 12 VDC, +/- 10%

Operating Temperature Range: -10C to 60C

Audio: 2 audio inputs, 1 internal channel / 1 wireless mic channel

Audio: Wireless audio recording microphone w/1000 ft range

Audio: Dual channel audio

Audio: Operating range 902 to 928 MHz

Technical support and training for the agency
Minimum one-year warranty

CONDITIONS AND INSTRUCTIONS

Benton County reserves the right to reject all bids and discontinue the bid process if it decides that doing so is in the county's best interests. If the process is not so discontinued, then award will be made to that responsible bidder that submits the lowest bid.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the Contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded. Each submitter is responsible for contacting Lieutenant Clay Vannoy, Benton County Sheriff's Office, 7122 W. Okanogan Pl, Bldg. A, Kennewick, WA 99336, (509) 735-6555, for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of its bid once received and opened.

Bids must be in a sealed envelope, which shall be clearly marked "Sealed Bid – Sheriff's Sidearms" and show the name and address of the bidder, and if mailed shall be addressed as follows:

Lieutenant Clay Vannoy
Benton County Sheriff's Office
7122 W. Okanogan Pl., Bldg. A
Kennewick, WA 99336

Sealed bids will be received by the Sheriff's Office until 3:00 p.m. on February 29th, 2008 and not thereafter, and will be opened at 3:30 p.m. on February 29th, 2008, in the Facilities Department Conference Room, Benton County Justice Center, 7122 W. Okanogan Pl, Kennewick, WA. Bids received after the time specified will not be opened.

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

BOARD OF BENTON COUNTY COMMISSIONERS

Claude Oliver, Chairman

Approved as to Form:

Deputy Prosecuting Attorney
Benton County, Washington

cc: Sheriff; Prosecuting Attorney; File CB 08-03

BENTON COUNTY SHERIFF'S OFFICE
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS – Bid # 08-03

BIDS FOR: IN-CAR DIGITAL VIDEO RECORDING SYSTEM FOR THE BENTON COUNTY SHERIFF'S OFFICE.

DEADLINE FOR BID SUBMITTAL: FRIDAY, FEBRUARY 29th AT 3:00 P.M., IN THE OFFICE OF THE BOARD OF BENTON COUNTY SHERIFF, BENTON COUNTY JUSTICE CENTER, KENNEWICK, WASHINGTON. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: BIDS WILL BE OPENED BY REPRESENTATIVES OF THE BENTON COUNTY SHERIFF'S OFFICE AT 3:30 p.m. ON FEBRUARY 29TH, 2008, IN THE FACILITIES DEPARTMENT CONFERENCE ROOM, 7122 W OKANOGAN PL, BLDG A, KENNEWICK, WA 99336. THE GENERAL PUBLIC IS INVITED TO BE PRESENT

1. Benton County is soliciting proposals for the purchase of in-car digital video recording systems for the Benton County Sheriff's Office, 7122 W. Okanogan Pl., Bldg. A, Kennewick, WA 99336. The County invites you to submit a bid to provide equipment that will meet or exceed the following specifications.
2. Your bid should be submitted in the official Bid format as the one enclosed and placed in a SEALED ENVELOPE marked "SEALED BID – Sheriff's In-car video CB# 08-03. Bids may be mailed or hand delivered to the Benton County Sheriff's Office, 7122 W. Okanogan Pl. Bldg A, Kennewick, WA 99336. Bids must be submitted in sufficient time to be received at the Sheriff's Office prior to 3:00 P.M. Pacific Time, Friday, February 29th, 2008. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. BIDDERS ARE RESPONSIBLE FOR ENSURING MAILED BIDS ACTUALLY ARE RECEIVED BY THE DEADLINE. BENTON COUNTY WILL NOT BE RESPONSIBLE FOR LOST OR LATE BIDS BY MAIL.
3. The Benton County Sheriff's representative reserves the right to reject any or all bids, to waive informalities in the bidding, and make award with or without negotiation based on a fair appraisal of the competitive values and delivery time offered. The Board is not bound to award only on the basis of the low bid, but based on the overall value to the County.
This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County. Bid submitted in response hereto shall constitute offers to sell the equipment meeting Benton County specifications. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual commitment be created.
4. The successful bidder shall be able to sign documents necessary to enter into a contract with Benton County within ten (10) days, after, and not including, the date of award.
5. Bidders shall submit specifications of their bid, showing its compliance with the County's requirement on the enclosed specification sheet. As a MINIMUM, each of the items listed in the specifications should be addressed. Any additional features promoted by the bidder should emphasize the benefits, but also address the impact of such features on the price quoted.
6. Price quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the NET BID amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues that may result from a contract pursuant to this IFB.
7. Should any discrepancies or omissions be found in the bid specifications, or questions as to their meaning, bidder should at once notify Lieutenant Clay Vannoy by telephone at (509) 735-6555 or by e-mail at clay.vannoy@co.benton.wa.us. Written notice of changes or clarification to the specifications will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations. Questions received less than 7 days prior to bid opening will not be answered.
8. The invitation to bid consist of this information sheet, Exhibit A: Specifications, Exhibit B: Bid Proposal Form, and Exhibit C: Assurance of Non Discrimination Form. If you are missing any part of these documents, please contact Clay Vannoy, at the number hereinbefore provided.

SPECIFICATIONS FOR IN-CAR DIGITAL VIDEO RECORDING SYSTEM FOR THE BENTON COUNTY SHERIFF'S OFFICE.

Benton County is seeking to purchase new manufacture In-Car Digital Video Recording Systems for the Benton County Sheriff's Office. The minimum specifications for the system will be as follows:

These specifications are intended to be precise. Benton County reserves the right to determine the acceptability of a bid.

<u>MINIMUM SPECIFICATIONS</u>	<u>EXACT SPECIFICATIONS</u> Must Be Completed
Product:	Product:
IN-CAR DIGITAL VIDEO RECORDING SYSTEM	
In dash mounting of video recorder unit, not extruded to windshield viewing area.	
Digital based video recording	
Ability to record with minimum of two cameras simultaneously, equipped with one forward facing and one rear facing camera.	
Full VGA recording	
Video: 3 NTSC inputs, 2 recordable simultaneously	
Display: Minimum 3.8", TFT-LCD 320x240	
Camera Zoom: 40x (10x optical, 4x digital)	
Frame Rate: 30, 15, 10 fps – user selectable	
Pre-Event Recording: 60 seconds	
Recording Triggers: Speedometer, light bar, siren, brakes, collision, and wireless microphone	
Playback: Stop, Play, FF2x, 5x, 10x, RW 1x, 5x, 10x, Pause	
Storage: Removable HDD, 20GB or 40 GB	
Ports: USB 1.1, RS-232	
GPS: Standard	
Power: 12VDC, +/- 10%	
Operating Temperature range: -10C to 60C	
Audio: 2 audio inputs, 1 internal channel, 1 wireless mic channel	
Audio: Wireless Audio Recording microphone w/1000 ft range	
Audio: Dual channel audio	
Audio: Operating range 902 to 928 MHz	
Technical support and training	
Minimum one-year warranty	

BID PROPOSAL

To: THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that _____ has carefully read all proposal documents, including the Request for Proposals, Conditions and Instructions, and Specifications, and thoroughly understands the same and hereby submits the following proposals for the provision of such services.

Please submit your bid as a purchase amount without sales tax on this form.

_____ (\$ _____)
(Amount in words and numbers)

FIRM NAME: _____

ADDRESS: _____

STATE OF INCORPORATION (if a Corporation): _____

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: _____ Telephone: _____

Name: _____ Title: _____

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

_____ Telephone: _____

- NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the proposal form.

B. LIST COST OF IN-VEHICLE DIGITAL VIDEO RECORDING SYSTEM MEETING THE LISTED SPECIFICATIONS FOR ONE VEHICLE. PLEASE INCLUDE INFORMATION REGARDING QUANTITY PRICING AS APPLICABLE. ALSO INCLUDE THE COST OF ANY ADDITIONAL HARDWARE AND/OR SOFTWARE NECESSARY TO STORE OR DUPLICATE VIDEO RECORDINGS.

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENSION</u>
-------------	------------	--------------------	--------------	------------------

C. DESCRIBE WARRANTY, MANUFACTURER SUPPORT, AND SERVICE CONDITIONS OFFERED ON PROPOSED ITEMS.

ASSURANCE OF NON-DISCRIMINATION

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

The policy reads as follows:

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

DATED this _____ day of _____, 20_____.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE OF AUTHORIZED OFFICIAL(S) AND TITLE:

TITLE: _____

TITLE: _____

Newspaper Advertisement

REQUEST FOR BIDS – Bid # CB 08-03

Benton County is soliciting bids for a digital vehicle camera system for the patrol vehicles of the Benton County Sheriff's Office, 7122 W. Okanogan Pl., Bldg A, Kennewick, WA, 99336.

Sealed bids will be received by the Benton County Sheriff's Office, 7122 W. Okanogan Pl., Bldg A., Kennewick, WA 99336, until 3:00 pm on February 29, 2008 and will be opened at 3:30 pm on February 29th, 2008 in the Facilities Conference Room at the Benton County Justice Center at 7122 W. Okanogan Pl., Kennewick, WA.

Bid packets and more information may be obtained from:

Lt. Clay Vannoy
Benton County Sheriff's Office
7122 W. Okanogan Pl. Bldg A
Kennewick, WA 99336
(509) 735-6555
clay.vannoy@co.benton.wa.us

Benton County reserves the right to reject all bids and discontinue the bid process if it decides that doing so is in the county's best interests. If the process is not so discontinued, then award will be made to that responsible bidder that submits the lowest bid.

Dated at Prosser, WA, this 14h day of January, 2008.

9:40

From: Marilu Flores
To: COMNRS,DS,LSK
Subject: KID Interview

Mr. Ken Allen called the office today, 1-10-08 @ 4:52 pm. He related that he was one of the candidates for the KID Board.

He was out of town and just got in 5 minutes before he called. Therefore, he was unable to make it to the interview.....Marilu

Leo Bowman
District 1
Max Benitz, Jr.
District 2
Claude Oliver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator
Loretta Smith Kelty
Deputy County Administrator



**AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Special Board Meeting
Wednesday, January 9, 2008
Benton County Justice Center
7122 W Okanogan Place, Kennewick, WA**

9:00 AM Red Mountain – Discussion of Issues and Future Projects – A Fyall
0:30 AM KID Board Appointment

January 14, 2007

9:40 am KID Appointment



9:50 AM

**PIERT ROAD ALIGNMENT
DETERMINATION**

S BECKEN

No Submittal Provided