

**February 4, 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, February 4, 2008 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order  
Approval of Minutes  
Review Agenda

### CONSENT AGENDA

#### Auditor

a. Surplus of Personal Property

#### Central Services

b. Computer Equipment and Software Purchasing

#### Commissioners

c. Amendment to Lease Agreement w/Benton-Franklin Health District

d. Benton County Tax Levy for 2008

e. Premium Pay for Facilities Manager

f. Appointment of R Fox to Mid-Columbia Library Board of Trustees

g. Appointment of D Walter to Kennewick Irrigation District

h. Reappointment of L Carnahan to the Kiona Irrigation District

i. Appointment of C Brown to the Kiona Irrigation District

j. Support Letter to Columbia Basin College

#### Coroner

k. Contract Amendment w/D Selove, MD

#### Facilities

l. Notice of Completion of Corrections Facility Boiler Replacement

m. Authorization to Purchase Batteries for Use in Uninterruptible Power Supplies

#### Fairgrounds

n. Contract for Grounds Maintenance Spraying Services

#### Human Services

o. Recognition of an Administrative Board Member

p. Professional Services Agreement w/Mathew Cummings

#### Juvenile

q. Authorization to Hire PT Legal Secretary IV for MacArthur Foundation Grant Program

- r. County Agreement, #0863-34062, w/St of WA DSHS
- s. County Agreement, #0863-34078, w/St of WA DSHS
- t. County Agreement, #0863-34090, w/St of WA DSHS

**Personnel**

- u. Establishing Salary Grade for Human Services Deputy Director

**Planning**

- v. Consultant Contract

**Prosecuting Attorney**

- w. Amendment to Road Department Collective Bargaining Agreement

**Road/Engineer**

- x. Travel Reimbursement Approval
- y. Approval of Public Hearing for B.C. Water Company, LLC for a Franchise
- z. Vacation and Abandonment of a Portion of East 45<sup>th</sup> Ave.
- aa. Agreement w/City of Prosser to Seal Coat Roads
- bb. Agreement w/City of Kennewick to Seal Coat Roads
- cc. Certification of 2008 Road Levy
- dd. Authorization to Schedule Bid Date for Bituminous Surface Treatment 2008
- ee. Diverting Road Tax Levy Funds for Traffic Enforcement Purposes
- ff. Equipment Rental Rates for County Road Equipment Rental & Revolving Fund 2008

**Sheriff**

- gg. Surplus of Personal Property – K-9
- hh. Establishing Cash Drawer for Sheriff's Office Records Division

**Workforce Development Council**

- ii. Memorandum of Understanding w/The One-Stop Partners

- 9:05 AM Continued Public Hearing – 45<sup>th</sup> Avenue Right of Way – S Schuetze
- 9:25 AM Port of Benton – Crow Butte Presentation – M Kenney
- 9:35 AM Public Hearing – Short Plat Appeal – SPA 07-05 - Planning
- 9:45 AM Public Hearing – Roy E. Clifford Franchise – S Schuetze
- 9:50 AM Piert Road Alignment Determination – S Becken
- 10:10 AM Request for Supplemental Appropriation – L Ivey
- 10:15 AM CID Water Right Issue – K Fitzgerald
- 10:30 AM Bid Opening – Griffin / Johnson Road Improvement – L Moser
- 10:40 AM Bid Opening – ER & R Purchase of Class 6 Truck Chassis – L Moser
- 10:50 AM Department of Ecology re Exempt Wells – R Brown
- 11:00 AM Furniture Bid Award – R Rogers / L Small
- 11:05 AM BLM – Benton City Land – R Dunfee
- 11:15 AM Recruitment Expenses – M Wenner

11:25 AM            Hanford Lifecycle Cost Letter – A Fyall

11:30 AM            a. Other Business  
                          b. Unscheduled Visitors

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting  
January 22, 2008, 11:45 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**County Employees Present:** Deputy Administrator Loretta Smith Kelty; Bryan Thorp and Ross Dunfee, Public Works.

**Approval of Change Order No. 1 – C.E. 1526 CRP – I-82 to SR 397 Intertie, Phase 3**

Ross Dunfee presented Change Order No. 1 for the Intertie, Phase 3. He said the CRAB Board authorities were still sorting out who had authority to approve change orders so he needed Board approval to move forward.

Additionally, he said the amount was based on unit price, in the maximum amount of \$174,527.50. In response to Commissioner Benitz' question regarding funding, Mr. Dunfee said TIB funding, public works trust fund money, and federal funding were secured.

**MOTION:** Commissioner Bowman moved to approve the Change Order No. 1 for C.E. 1526 CRP I-82 to SR 397 Intertie, Phase 3 in the amount of \$174,527.50. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

**Resolution**

08-167: Change Order No. 1 for C.E. 1526 CRP I-82 to SR 397 Intertie, Phase 3 in the amount of \$174,527.50

The meeting adjourned at approximately 11:55 a.m.

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

\_\_\_\_\_  
Chairman

## MINUTES

### BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS

Special Bi-County Board Meeting  
January 14, 2008, 2:00 p.m.  
Commissioners' Conference Room  
Benton County Justice Center, Kennewick, WA

#### Benton County

**Present:** Chairman Claude Oliver  
Commissioner Max Benitz, Jr.  
Commissioner Leo Bowman (arrived at 2:10 p.m.)  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie

**Employees Present:** Deputy Administrator Loretta Smith Kelty; Personnel Manager Melina Wenner; DPA Ryan Brown; DPA Sarah Perry; and Human Services Manager Carrie Huie-Pascua.

#### Franklin County

**Present:** Chairman Bob Koch  
Commissioner Neva J. Corkrum  
Commissioner Rick Miller  
County Administrator Fred Bowen

**Employees Present:** DPA Ryan Verhulp

#### Executive Session

The Bi-County Boards went into executive session to review the performance of public employees at 2:00 p.m. for approximately 30 minutes. The Boards came out of executive session at 2:30 p.m. and Ms. Perry announced it would continue its executive session for an additional 15 minutes. The Boards came out of executive session again at 2:45 p.m. and announced it needed another 15 minutes. At 3:00 p.m. the Boards came out of executive session and Ms. Perry announced the Boards reviewed the performance of public employees, but took no action.

The meeting adjourned at 3:00 p.m.

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Clerk of the Board

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Chairman – Benton County

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
January 14 2008, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development; Finance Manager Linda Ivey; Public Works Director Ross Dunfee; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Planning Director Terry Marden; DPA Ryan Brown; Carrie Huie-Pascua, Human Services; Mike Shuttleworth, Planning; and Steve Becken, Public Works.

#### Approval of Minutes

The Minutes of January 7, 2008 were approved. The Minutes of January 9, 2008 were approved as corrected.

#### Consent Agenda

**MOTION:** Commissioner Benitz moved to approve the consent agenda items "a" through "ss", pulling "x" through "ff", and adding "tt" and "uu" Commissioner Bowman seconded and upon vote, the Board approved the following:

#### 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

#### WSU Cooperative Extension

- 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

Personnel

- 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. 45<sup>th</sup> 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

Road

- tt. ER&R Purchase of Coats Tire Balancer

Prosecuting Attorney

- uu. Interlocal with Asotin County

**Approval of Preliminary Plat - Byron Estates, SUB 07-05**

Mike Shuttleworth said the Planning Commission completed its open record hearing for the preliminary plat application of Byron Estates and voted to recommend approval as presented, with conditions.

Mr. Shuttleworth said the difference between a public meeting and a public hearing was no new testimony was allowed at the meeting. Testimony could only be presented for clarification on testimony that was presented at the planning commission hearing.

**MOTION:** Commissioner Bowman moved to approve the Planning Commission's recommendations, finding and conclusions as their own and approve the preliminary plat of Byron Estates, SUB 07-05. Commissioner Benitz seconded and upon vote, the motion carried.

### **Other Business**

#### **Tri-City Herald Request**

Commissioner Bowman said the annual request from the Tri-City Herald appeared to be different from previous years in that it was requesting information on future years, as opposed to prior year accomplishments. Chairman Oliver said he was agreeable to having the prior year chairman write the letter.

#### **Consolidated Crisis Response Center (CCRC)**

Commissioner Bowman said it was his desire to have the Human Services Department continue its research into privatization of the CCRC. Commissioner Benitz said he believed the issue was approved as part of the goals and objectives by both boards and he wanted Ms. Huie-Pascua to continue the research. Chairman Oliver said he also concurred with moving forward.

#### **Assessor Letter**

Chairman Oliver asked the Board if he should respond in writing to Barb Wagner's letter dated January 9, 2008 requesting additional action regarding the annex indoor air quality issue. The Board indicated that a written response was not necessary. Chairman Oliver stated he would personally talk to Ms. Wagner to let her know the actions were being addressed, except the request for a new reception area.

#### **Approval of Preliminary Plat - Cottonwood Estates, SUB 07-09**

Mike Shuttleworth said the Planning Commission completed the open record hearing for the preliminary plat application of Cottonwood Estates and voted to recommend approval of the plat as presented with conditions.

**MOTION:** Commissioner Benitz moved to approve the Planning Commission's findings of fact and conclusions as their own regarding the Preliminary Plat of Cottonwood Estates, SUB 07-09 with conditions. Commissioner Bowman seconded and upon vote, the motion carried.

## **Other Business**

### **Horse Heaven Hills Vista**

Commissioner Bowman asked if it was appropriate to bring forward the irrigation project, phase 4 of the Horse Heaven Hills Vista. He suggested hiring an independent contractor to complete further investigation of the feasibility of the project and also suggested the engineering department might bring some insight into terrains and so forth and management of contracts.

Commissioner Benitz said he agreed and wanted to have the landowners take a look at preserving the McNary John Day Pool water right. He suggested Adam Fyall work with Yakima County and Klickitat County for an RFP and inform the Planning Unit where the County was at in the process.

Chairman Oliver asked about the feasibility funding. Mr. Fyall said the application going to the Department of Ecology was a separate piece and should not interfere with this new request.

The Board agreed to have Mr. Fyall move forward.

The Board briefly recessed, reconvening at 9:31 a.m.

### **County Bid 08-03 - In-Car Digital Video System**

Charlie Kissler (via videoconference) requested the Board approve a resolution soliciting bids for in-car digital video camera systems for Sheriff patrol vehicles to be paid for by a Department of Homeland Security grant in the amount of \$182,188.32.

**MOTION:** Commissioner Bowman moved to approve solicitation of bids for in-car digital video camera systems for Sheriff's Office Patrol Vehicles. Commissioner Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:40 a.m.

### **KID Board Appointment**

Chairman Oliver said there were at least three people who did not show for the interview process and asked the Board how it wanted to proceed.

Commissioner Bowman said there were one or two individuals present in the audience. However, if the Board opted to interview those individuals, it should go back and give everyone the opportunity to re-interview.

Commissioner Benitz stated a process was initiated and a letter sent to all applicants. Even though some didn't make it for various reasons and it was regretful they could not make it, he wanted to move forward with the process as outlined.

Chairman Oliver said he was prepared to move forward as well. He suggested the Board may want to look at a verification process for recipients the next time this issue came before the Board.

Commissioner Benitz said after his review of the applicants, he recommended Dale Walter to be appointed to the position. Commissioner Bowman said there were several qualified applicants at the top of his list, and his first choice was also Dale Walter. He added that he felt that KID could improve its process to better educate the water users.

Chairman Oliver said with urban impacts and the need for KID to identify water delivery, his first choice was Vic Johnson, due to his knowledge and experience.

**MOTION:** Commissioner Benitz moved to approve Dale Walter to fill the vacant position on Kennewick Irrigation District Board. Commissioner Bowman seconded.

#### Discussion

The Chairman said he would vote with the majority.

Upon vote, the motion carried unanimously.

#### **Piert Road Alignment Determination**

Ross Dunfee said they had received a report from Freight Mobility Strategic Investment Board that the \$.5 million allocated for this project could be at risk unless the County proceeded rapidly with the project.

Chairman Oliver said after reviewing the materials submitted, he was comfortable that the County make the trip to Olympia to secure funding from Freight Mobility Investment Board.

Commissioner Bowman said he was still honoring the commitment to realign the road, however, the County was not in a position to replace \$.5 million if the money were no longer available.

Commissioner Benitz said it was important to get input on the issue, as long as the Board received input from all landowners involved that testified at the public hearing. Mr. Dunfee said the Port of Kennewick was at the earlier meeting and stated it could live with either alignment.

Don LaRue, Agrium via videoconference, said they originally came to the County, hand in hand with Columbia, essentially as a petition to look at the black alignment. He said they were unable to conclude business with Columbia, no longer have an active role in the project, and are no longer willing to take a position.

Brian Brindle and Paul Branson, Columbia, thanked the County for its patience. Mr. Branson stated the property is now permitted with the State of Washington and they were currently trying to close the financial data package. Additionally, he said they recognize the commitment and value of the grant money and took the position the County should not let that money go away.

However, they requested the Board allow time to petition the Freight Mobility Strategic Investment Board to extend the deadline.

Commissioner Benitz asked Columbia about its financial commitment to the County. Mr. Branson stated the commitment still stood and as previously stated, upon financial closing of the project they would provide the funds allocated for realignment.

Commissioner Bowman said he would attend the meeting in Olympia with the Freight Mobility Strategic Investment Board.

The Board briefly recessed, reconvening at 10:20 a.m.

### Unscheduled Visitors

Terry Marden, Benton County Planning/Building Director, announced his retirement at the end of March 31, 2008.

### Vouchers

Check Date: 1/04/2008  
Warrant #: 216217-216385  
Direct Deposit #: 35087-35621  
Total all funds: \$1,890,320.40

Check Date: 1/04/2008  
Taxes #: 10108011-10108012  
Warrant #: 887542-887581  
Total all funds: \$1,704,887.31

Check Date: 1/08/2008  
Warrant # 887583-887620  
Total all funds: \$3,708.73

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

### Resolutions

08-028 Invitation to Bid for Janitorial Services  
08-029 RFQ for Food Services @ Benton County Justice Center  
**08-030 thru 08-129 (skipped due to error with numbering machine)**  
08-130 Line Item Transfer, Fund No. 0000-101, Dept. 101  
08-131 Competitive Bidding Resolution, Rescinding Resolution 97-614  
08-132 Materials, Equipment & Supplies Resolution, Rescinding Resolution 97-615  
08-133 Small Works Roster Resolution, Rescinding Resolution 05-765  
08-134 Establishment of the Domestic Violence Assessment Fund No. 0158-101

- 08-135 Reappointment of C Gray to the Benton County Mosquito Control Board
- 08-136 Reappointment of D Evans to the Mid Columbia Library Board of Trustees
- 08-137 Agreement Between Washington State University Extension and Benton County
- 08-138 Purchase of Furniture for Commissioner Board Room @ Justice Center
- 08-139 Contract w/Apollo Sheet Metal for HVAC Duct System
- 08-140 Contract w/Apollo Sheet Metal for HVAC Compressor Replacement
- 08-141 Agreement w/Benton Franklin Community Action Committee
- 08-142 Interagency Agreement w/WA St Dept of Community, Trade & Economic Development
- 08-143 Adoption of 2008 Juvenile Center Operations Budget and Facilities Budget
- 08-144 Flat Monthly Payment of 2008 Juvenile Center Operations Budget and Facilities Budget
- 08-145 Grant Agreement w/John D and Catherine T. MacArthur Foundation
- 08-146 Personal Srvcs Agreement for Coordinator for MacArthur Foundation Grant
- 08-147 Temporary Out-of-Class Assignment Authorization for MacArthur Foundation Grant
- 08-148 Contract Amendment w/Apollo Sheet Metal
- 08-149 Contract Amendment w/Tri-Cities Maintenance & Janitorial II
- 08-150 Line Item Transfer, Fund No. 0115-101, Depts. 171, 173, 174
- 08-151 Purchase Agreement for First Aid Kits/Supplies
- 08-152 Service Agreement Amendment w/The Empirical Co.
- 08-153 Reappointment of B Chigbrow to Board of Adjustment
- 08-154 Vacation & Abandonment of Road Right of Way of E. 45<sup>th</sup> Ave.
- 08-155 Franchise Application for R Clifford
- 08-156 Agreement w/SVID for Replacement of Irrigation Pipe – Griffin/Johnson Roads
- 08-157 Authorization to Purchase Cleaning Supplies
- 08-158 Authorization to Purchase Inmate Property Bags
- 08-159 Approval of Physician’s Service Agreement for the Jail
- 08-160 Adopting Benton & Franklin Counties’ Share of Percentage Rates for Salaries
- 08-161 Canceling Taxes Assessed Upon Personal Property Determined to be Uncollectible
- 08-162 ER&R Purchase of Coats Tire Balancer
- 08-163 Interlocal with Asotin County
- 08-164 Approval of Preliminary Plat of Byron Estates – SUB 07-05
- 08-165 Approval of Preliminary Plat of Cottonwood Estates – SUB 07-09
- 08-166 Soliciting Bids for In-Car Digital Video Camera Systems for Sheriff’s Patrol Vehicles

The Board meeting adjourned at approximately 10:40 a.m.

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Clerk of the Board

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Chairman

a

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 98-234

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, A Law Enforcement Officer "Service Retirement" is considered to be the completion of an honorable career with an agency, and the beginning of the collection of retirement benefits, and does not include retirement for stress or psychological reasons, and

WHEREAS, the Benton County Sheriff has declared the personal sidearm of Captain Charles Kissler to be surplus, and

WHEREAS, the Personal Property Manager has determined that the personal sidearm is of no further use by any other county department or office; and,

WHEREAS, the personal sidearm has an estimated value of less than \$500; and,

WHEREAS, Washington State has recognized that their officers may purchase their sidearms and provides for Washington State Patrol Troopers to purchase said sidearms upon retirement through WAC 236-48-198 - indicating legislative intent that supports such a practice,

WHEREAS, it is the recommendation of the Personal Property Manager and the Benton County Sheriff that Captain Kissler's sidearm has no further value to any county agency and should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager and the Benton County Sheriff, Captain Kissler's personal sidearm be made available to him upon his retirement in a private sale with a price determined by the Sheriff based upon, and considered to be, the fair market value of the sidearm.

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 P. Powell

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	4-FEB-2008	Execute Contract	_____
Subject:	Computer Equipment & Software Purchasing	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	J. Randall Reid	Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

For the past ten years, most of the county computers, printers and desktop software products have been purchased through contracts developed by the State of Washington. Specifically, these have been the work of the Technology Brokering Services (TBS) Division of the Washington Department of Information Services. The county has had a Customer Service Agreement with TBS since 1997. The purchasing has been done with the approval implied in the annual budget process. The purpose of this resolution is make explicit the authority for Central Services to purchase hardware and software from the TBS contracts, including the Western States Contracting Alliance (WSCA). The resolution also affirms that Benton County recognizes these contracts as fulfilling the statutory requirements for public contracts under the Revised Code of Washington, including **RCW 39.04.270 Electronic data processing and telecommunications systems – Municipalities -- Acquisition method -- Competitive negotiation**. It is intended that a similar resolution will be put before the Board each year. For purchases of equipment or software not included in the TBS or WSCA contracts, Central Services will either initiate an acquisition process as set forth in RCW 39.04.270 or make the acquisitions under the purchasing guidelines adopted by the Board in Resolutions 08-131, 132, 133 and subsequent.

**SUMMARY**

The attached resolution authorizes Central Services to purchase computer hardware and software from contracts negotiated by the State of Washington within the limitations of the 2008 budget as approved or supplemented.

**RECOMMENDATION**

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

2<sup>nd</sup>

**FISCAL IMPACT**

None: Included in approved 2008 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING COMPUTERS, PRINTERS, NETWORK DEVICES,  
AND SOFTWARE IN 2008

WHEREAS, the Board of Commissioners of Benton County has approved the purchase of new and replacement computers, new and replacement printers, new and replacement network devices, and software license renewals as part of the Central Services budget for 2008; and

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

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

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

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services is authorized to purchase new and replacement computers, new and replacement printers, new and replacement network devices, new software licenses, and software renewals to the amounts approved within the 2008 budget without the soliciting competitive bids or further authorization from the Board.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

REID

C

# RESOLUTION

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

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN BENTON COUNTY AND BENTON-FRANKLIN HEALTH DISTRICT**

**WHEREAS**, the Benton-Franklin Health District (District) provides public health services for Benton County (County) in Benton-Franklin County area; and

**WHEREAS**, the District had a need for a larger, consolidated facility for the purpose of conducting and continuing its function in providing health services; and

**WHEREAS**, the County owns available real property and had the ability to finance the construction of the new building on such property that is located near the Benton County Justice Center in Kennewick, Washington; and

**WHEREAS**, the District is willing to lease a portion of the new building to be used by the District in serving the health and welfare of the citizens served by the District; and

**WHEREAS**, the Board of Benton County Commissioners entered into a lease agreement for the building with the Benton-Franklin Health District on January 9, 2007; and

**WHEREAS**, construction of the building was completed earlier than expected, causing the parties to desire to amend that lease agreement; **NOW THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners authorizes the Chairman of the Board to execute the First Amendment to Lease Agreement that is attached hereto on behalf of the County.

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

## FIRST AMENDMENT TO LEASE AGREEMENT

Benton County, a political subdivision of the State of Washington with its principal offices at 620 Market St., Prosser, WA 99350 (hereinafter "County"), and the Benton Franklin Health District, a bi county health district organized under RCW 70.46.020, with offices at 412 W. Clark St, Pasco, WA 99301 and 800 W. Canal St. Kennewick, WA 99336 (hereinafter "District"), entered into a lease agreement dated January 23, 2007, for a building to be constructed ("Lease Agreement"). The parties to the Lease Agreement now desire to enter into this First Amendment to the Lease Agreement, effective upon execution by both parties.

A. The County and the District hereby agree to replace Section 2 of the Lease Agreement with the following:

2. Lease Term. Except as otherwise provided herein, the District's occupancy of the New Building will commence March 1, 2008, and end December 31, 2031 (the "Term"). If the County determines that the New Building is not ready for occupancy on March 1, 2008, for any reason, the County will not be liable for any claims, damages, or liabilities in connection with such delay. In such case, prior to March 1, 2008, the County will deliver a letter specifying the date the New Building will be ready for occupancy, i.e. the date the Term commences, and the end date of the Term shall be the later of December 31, 2031, or 23 years and two months from the date the New Building will be ready for occupancy, as specified in such letter. In such event, the rental payments of Twenty Two Thousand One Hundred Eighty Three Dollars and Thirty-Three Cents (\$22,183.33) specified under Section 6 shall not commence until the New Building is ready for occupancy.

B. The County and the District hereby agree to add a Section 9A to the Lease Agreement that states the following:

9A. County's Personal Property. The New Building will be partially furnished with the personal property owned by the County listed on Exhibit C attached hereto. The District shall maintain and repair such property as required by Section 14 below. All of the County's personal property listed on Exhibit C and any other personal property of the County's subsequently placed into the New Building will remain the County's property and may not be removed from the New Building by the District at any time during the Term or at the expiration

d

# RESOLUTION

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

**IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2008**

**WHEREAS**, on this 4th day of February, 2008, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal, drainage, hospital districts, fire protection districts, and other expenses; and,

**WHEREAS**, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2007-2008; and,

**WHEREAS**, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

**BE IT RESOLVED**, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2008, taxes sufficient to raise the following amounts:

See attached Exhibit A

**BENTON COUNTY ASSESSED VALUATION FOR 2008 . . . . . \$11,676,061,768**

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

of the Term.

C. The County and the District hereby all that all other provisions of the Lease Agreement shall remain in effect.

BENTON COUNTY

BENTON FRANKLIN HEALTH DISTRICT

\_\_\_\_\_  
Claude Oliver, Chairman  
Benton Co. Commission

\_\_\_\_\_  
Bob Koch, Chairman Pro Tem  
Health Dist. Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ryan K. Brown, DPA  
Dep. Pros. Atty.

\_\_\_\_\_  
Health Dist. Counsel

## EXHIBIT C

### Spec. A (12) total

- 6 x 8 workstation Herman Miller Q-System
- 1- 24d x 48w worksurface
- 1- 24d x 48w worksurface
- 1- 24d x 48w x 48w corner worksurface
- 2- rail tiles
- 1- overhead binder bin
- 2- 39h panels
- 1- center drawer
- 1- file file pedestal
- 2- fabric stackers
- 2- glass stackers
- 2- worksurface end panels

### Spec. A.1 (39) total

- 6 x 8 workstation Herman Miller Q-System
- 1- 24d x 48w worksurface
- 1- 24d x 48w worksurface
- 1- 24d x 48w x 48w corner worksurface
- 2- rail tiles
- 1- overhead binder bin
- 4- 39h panels
- 1- center drawer
- 1- file file pedestal
- 4- fabric stackers
- 4- glass stackers
- 2- worksurface end panels

### Hoteling Station (5) total

- 2 x 4 workstation
- 1- 24d x 48w worksurface
- 1- overhead bin
- 1- keyboard tray
- 3- panels 39H
- 3- fabric stackers
- 3- glass stackers

### Custom Spec. 242 E (1) total

- 7 x 7 workstation Herman Miller Q-System
- 2- 24d x 36w worksurface
- 1- 24d x 48w x 48w corner worksurface
- 2- rail tiles
- 1- overhead binder bin
- 4- 39h panels
- 1- center drawer
- 1- file file pedestal
- 4- fabric stackers
- 4- glass stackers
- 2- worksurface end panels

## EXHIBIT C

Custom Spec. rm#218 (1) total  
6 x 6 workstation Herman Miller  
2- 24d x 24w worksurface  
1- 24d x 48w x 48w corner worksurface  
2- rail tiles  
1- overhead binder bin  
4- 39h panels  
1- center drawer  
1- file file pedestal  
2- fabric stackers  
2- glass stackers  
2- worksurface end panels

Custom Spec. rm #206C, 206D (2) total  
7 x 8 workstation Herman Miller Q-System  
2- 24d x 48w worksurface  
1- 24d x 36w worksurface  
1- 24d x 48w x 48w corner worksurface  
2- rail tiles  
1- overhead binder bin  
4- 39h panels  
1- center drawer  
1- file file pedestal  
2- fabric stackers  
2- glass stackers  
2- worksurface end panels

Custom Spec. #049 (1) total  
4x 6 workstation Herman Miller Q-System  
1- 24d x 24w worksurface  
1- 24d x 48w x 48w corner worksurface  
3- 39h panels  
1- center drawer  
2- worksurface end panels

Custom Spec. rm #204E (1) total  
8 x 8 x 11 workstation Herman Miller Q-System  
2- 24d x 48w worksurface  
1- 24d x 36w worksurface  
2- 24d x 48w x 48w corner worksurface  
2- rail tiles  
1- overhead binder bin  
7- 39h panels  
1- center drawer  
1- file file pedestal  
5- fabric stackers  
5- glass stackers  
2- worksurface end panels

## EXHIBIT C

Custom Spec. rm #204B (1) total  
7 x 12 workstation Herman Miller Q-System  
3- 24d x 48w worksurface  
1- 24d x 36w worksurface  
1- 24d x 48w x 48w corner worksurface  
2- rail tiles  
1- overhead binder bin  
5- 39h panels  
1- center drawer  
1- file file pedestal  
3- fabric stackers  
3- glass stackers  
2- worksurface end panels

Custom Spec. rm # 034A (1) total  
6'-6" x 9'-6" workstation Herman Miller Q-System  
2- 24d x 30w worksurface  
1- 24d x 36w worksurface  
1- 24d x 48w x 48w corner worksurface  
2- rail tiles  
1- overhead binder bin  
4- 39h panels  
1- center drawer  
1- file file pedestal  
5- fabric stackers  
5- glass stackers  
2- worksurface end panels

Custom Spec. rm #051 (1) total  
6 x 8 x 7 workstation Herman Miller  
1- 24d x 24w worksurface  
1- 24d x 36w worksurface  
2- 24d x 48w x 48w corner worksurface  
1- overhead bin  
2- rail tiles  
7- panels 39h  
5- fabric stackers  
5- glass stackers  
1- file file pedestal

Custom Spec. rm # 233A (1) total  
4x 6 workstation Herman Miller Q  
1- 24d x 48w x 48w corner worksurface  
1- 24d x 24w worksurface  
3- panels 39"h  
2- fabric stackers  
2- glass stackers  
1- overhead bin  
1- center drawer  
2- worksurface end panels

## EXHIBIT C

REQUEST FOR BIDS CB 08-02  
BENTON COUNTY HEALTH DISTRICT BLDG. FURNITURE  
PAGE 4 of 4

Geiger desk units (15) total

1- bridge 8' wide

1- credenza w/2dr lateral & 2 dr vertical 8'wide

1- Peninsula 6'-6"wide

1- Hutch with locking doors, task light & tack board 8' wide

1- center drawer

1- articulating keyboard tray

Commissioner's

# Office of the Assessor

Benton County, Washington

**FILE COPY**

Barbara Wagner, Assessor  
Harriet Mercer, Chief Deputy  
Mark Fortune, Chief Appraiser

Prosser Office (509) 786-2046  
Prosser from Tri Cities (509) 736-3088  
Kennewick Office (509) 735-2394  
Prosser Fax (509) 786-6667

**RECEIVED**

January 14, 2008

JAN 15 2008

BENTON COUNTY  
COMMISSIONERS

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input checked="" type="checkbox"/>

TO: Duane Davidson, Benton County Treasurer

FROM: Barbara Wagner, Benton County Assessor *B.W.*

CC: Benton County Board of County Commissioners

RE: 2008 Tax Year Property Taxes

This is to confirm that 2008 tax year property taxes were certified to you via Ascend certification process on January 14, 2008.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

\$139,193,064

The attached worksheet shows a breakdown of the various taxing districts with in Benton County. Tax dollars are rounded to the nearest dollar for this report.

CONSOLIDATED ROAD DISTRICT	2,636,879,638	1.92194286	\$5,067,932
ADMIN REFUND	2,636,879,638	0.01445345	\$38,112
BENTON CITY-CURRENT EXPENSE	98,896,657	1.29372442	\$127,945
KENNEWICK - CURRENT EXPENSE	4,090,528,449	2.31814523	\$9,482,439
KENNEWICK - ADMIN REFUND	4,090,528,449	0.02435284	\$99,616
KENNEWICK-LIBRARY BOND	4,060,228,055	0.09728518	\$395,000
PROSSER - CURRENT EXPENSE	330,821,655	2.91757243	\$965,196
PROSSER - ADMIN REFUND	330,821,655	0.02908691	\$9,623
PROSSER - FIRE STATION	328,714,019	0.47457666	\$156,000
RICHLAND - CURRENT EXPENSE	3,852,869,332	2.92960389	\$11,287,381
RICHLAND - POLICE STATION	3,833,211,808	0.07275622	\$278,890
RICHLAND - GOB FIRE & SWIN	3,833,211,808	0.04747977	\$182,000
RICHLAND - COMMUNITY CTR/DEBIT SERVICES	3,833,211,808	0.08539053	\$327,320
RICHLAND - LIBRARY	3,833,211,808	0.23218127	\$890,000
WEST RICHLAND - CURRENT EXPENSE	666,066,037	1.61703936	\$1,077,055
SCHOOL DISTRICT #116-BOND	820,247,363	1.46442681	\$1,201,192
SCHOOL DISTRICT #116-M & O	820,247,363	3.52110205	\$2,888,175
SCHOOL DISTRICT #17-BOND	5,070,990,894	1.62690097	\$8,250,000
SCHOOL DISTRICT #17-M & O	5,070,990,894	3.19464190	\$16,200,000
SCHOOL DISTRICT #200-BOND	31,147,921	2.37911537	\$74,104
SCHOOL DISTRICT #200-M & O	31,147,921	1.36780276	\$42,604
SCHOOL DISTRICT #400-BOND	4,625,629,073	1.61491548	\$7,470,000
SCHOOL DISTRICT #400-M & O	4,625,629,073	2.87528459	\$13,300,000
SCHOOL DISTRICT #50-BOND	291,276,355	0.56303918	\$164,000
SCHOOL DISTRICT #50-M & O	291,276,355	0.42742913	\$124,500
SCHOOL DISTRICT #52-BOND	422,029,783	1.46909063	\$620,000
SCHOOL DISTRICT #52-M & O	422,029,783	3.81292284	\$1,609,167
SCHOOL DISTRICT #53-BOND	343,213,788	2.49115866	\$855,000
SCHOOL DISTRICT #53-M & O	343,213,788	3.75876216	\$1,290,059
FIRE DISTRICT #1-CURRENT EXPENSE	1,184,696,812	1.44288161	\$1,709,377
FIRE DISTRICT #1-LTD BOND (1996)	1,184,696,812	0.03590838	\$42,541
FIRE DISTRICT #1-K22 LTD BOND (1996)	491,653,016	0.03590837	\$17,654
FIRE DISTRICT #1-LTD BOND (2003)	1,184,696,812	0.00831401	\$9,850
FIRE DISTRICT #1-K24 LTD BOND (2003)	218,717,423	0.00831402	\$1,818
FIRE DISTRICT #1- VOTED BOND (2003)	1,408,812,486	0.12608349	\$177,628
FIRE DISTRICT #2-CURRENT EXPENSE	323,694,728	1.48545111	\$480,833
FIRE DISTRICT #2 - ADMIN REFUND	323,694,728	0.01454889	\$4,709
FIRE DISTRICT #2-BOND	320,536,042	0.28864149	\$92,520
FIRE DISTRICT #2 EMS	323,694,728	0.49585779	\$160,507
FIRE DISTRICT #2 EMS - ADMIN REFUND	323,694,728	0.00414221	\$1,341
FIRE DISTRICT #3-CURRENT EXPENSE	398,206,301	1.03275613	\$411,250
FIRE DISTRICT #3-BOND	395,727,318	0.24111932	\$95,418
FIRE DISTRICT #4-CURRENT EXPENSE	917,014,215	1.42864451	\$1,310,087
FIRE DISTRICT #4-BOND	917,014,215	0.07135549	\$65,434
FIRE DISTRICT #5-CURRENT EXPENSE	75,115,268	0.81208523	\$61,000
FIRE DISTRICT #6-CURRENT EXPENSE	390,250,620	1.00670948	\$392,869
FIRE DISTRICT #6-EMS	390,250,620	0.21118224	\$82,414
PROSSER HOSPITAL-CURRENT EXPENSE	1,451,988,878	0.39915118	\$579,563
PROSSER HOSPITAL-BOND	1,450,118,647	0.33728482	\$489,103
KENNEWICK HOSPITAL-CURRENT EXPENSE	6,745,636,785	0.15341032	\$1,034,850
KENNEWICK HOSPITAL-ADM REFUND	6,745,636,785	0.00164747	\$11,113
PORT OF BENTON-CURRENT EXPENSE	3,842,890,806	0.43869193	\$1,685,845
PORT OF BENTON-BOND 1997	3,842,890,806	0.01701844	\$65,400
PORT OF KENNEWICK-CURRENT EXPENSE	7,833,170,962	0.08936355	\$700,000
PORT OF KENNEWICK-CONSTRUCTION FUND	7,833,170,962	0.26729705	\$2,093,783
PORT OF KENNEWICK-ADMIN REFUND	7,833,170,962	0.00366153	\$28,681
MID-COLUMBIA LIBRARY SYSTEM	6,826,304,744	0.43367543	\$2,960,401
MID-COLUMBIA LIBRARY SYSTEM-ADMIN REFUND	6,826,304,744	0.00351839	\$24,018
BENTON CITY LIBRARY CAPITAL FACILTY AREA	361,232,968	0.19246693	\$69,525
			\$139,193,064

CONSOLIDATED ROAD DISTRICT ADMIN REFUND	2,636,879,638 2,636,879,638	1.92194286 0.01445345	\$5,067,932 \$38,112
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PORT OF KENNEWICK-CURRENT EXPENSE	7,833,170,962	0.08936355	\$700,000
PORT OF KENNEWICK-CONSTRAINED	7,833,170,962	0.26729705	\$2,093,783
PORT OF KENNEWICK-ADMIN REFUND	7,833,170,962	0.00366153	\$28,681
MID-COLUMBIA LIBRARY SYSTEM	6,826,304,744	0.43367543	\$2,960,401
MID-COLUMBIA LIBRARY SYSTEM	6,826,304,744	0.00351839	\$24,018
BENTON CITY LIBRARY CAPITAL	361,232,968	0.19246693	\$69,525
			\$139,193,064



# RESOLUTION

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

**IN THE MATTER OF ESTABLISHING A PREMIUM PAY FOR THE FACILITIES MANAGER**

**WHEREAS**, the Board of Benton County Commissioners approved Resolution 07-320, Personnel Policies and Procedures for Non-bargaining Employees; and,

**WHEREAS**, the Board of Benton County Commissioners has opted not to fund the Construction Manager's position; and,

**WHEREAS**, the current Facilities Manager has the background and experience to supervise construction projects; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby authorizes the County Administrator to implement a 15% premium pay to the Facilities Manager for the Construction Manager's duties; and,

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

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

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

f

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF APPOINTING RANDAL FOX TO THE MID-COLUMBIA  
LIBRARY BOARD OF TRUSTEES**

**WHEREAS**, there exists a vacancy due to a resignation on the Mid-Columbia Library Board of Trustees; and,

**WHEREAS**, Randal Fox has expressed an interest and willingness to serve on the Board for the unexpired term; and,

**WHEREAS**, the Library's Board of Trustees unanimously voted to recommend Mr. Randal Fox's appointment; **NOW, THEREFORE**,

**BE IT RESOLVED** that Randal Fox, is hereby appointed to the Mid-Columbia Library Board of Trustees, said term expiring on December 31, 2010.

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

**BENTON COUNTY BOARD OF COMMISSIONERS**

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

**Constituting the Board of County  
Commissioners of Franklin County  
Washington**

**ATTEST:**

**ATTEST:**

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

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

RECEIVED

JAN 25 2008

BENTON COUNTY  
COMMISSIONERS

Neva LeBlond Bequette Service Center

405 S. Dayton • Kennewick, WA 99336 • (509) 582-4745 • Fax (509) 734-7446

*routing  
2/4/08 - convert  
agenda*

January 23, 2008

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

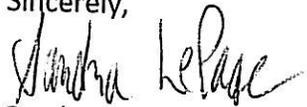
Dear Commissioners:

The Mid-Columbia Library Board of Trustees has a vacancy on its Board due to the resignation of Shirley Roe Painter. Mrs. Painter was a Kennewick representative and her unexpired term runs until December 31, 2010.

The Library Board advertised this position and received several inquiries. Six candidates completed the application form and four were interviewed. The Interview Committee was very impressed with the qualifications and attributes of the candidates. In a unanimous decision the committee chose to recommend that Randal Fox be appointed to fill this vacancy.

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

Sincerely,



Sandra LePage, Chair  
Mid-Columbia Library System  
Board of Trustees

cc: Franklin County Commissioners

# RESOLUTION

9

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

**IN THE MATTER OF APPOINTMENT TO THE KENNEWICK IRRIGATION DISTRICT**

**WHEREAS**, a vacancy exists for Director in Position #5 with the Kennewick Irrigation District; and

**WHEREAS**, the Board of Benton County Commissioners held a special board meeting on January 9, 2008, to review letters of interest and interview candidates; and

**WHEREAS**, the Board of Benton County Commissioners desires to appoint Dale Walter to fill the vacancy, said term expiring on December 31, 2009, **NOW, THEREFORE**,

**BE IT RESOLVED** that Dale Walter, 5624 W. 10<sup>th</sup> Ave., Kennewick, WA 99336, is hereby appointed to fill the position of Director in Position #5 to the Kennewick Irrigation District until 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

**From:** Marilyn Flores  
**To:** McKenzie, Cami; Sparks, David  
**Subject:** KID Letters

**Cami:** following are the KID letters to be sent out as we discussed this morning regarding the KID interviews last week. Please have Claude sign these. note: I went back to the minutes to verify who actually interviewed.

**David/Loretta:** If you have different direction on sending these letters, please let me or Cami know and we'll put on hold or make any necessary corrections you would like.....

I'll prepare the resolution for Mr. Walter's appointment for Feb. 4th.....Marilyn

**CC:** SmithKelty, Loretta

h

# RESOLUTION

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

**IN THE MATTER OF REAPPOINTMENT TO THE KIONA IRRIGATION DISTRICT**

**WHEREAS**, the term for Lloyd Carnahan is set to expire on December 31, 2007; and

**WHEREAS**, Lloyd Carnahan has expressed an interest and willingness to be reappointed for an additional three-year term; **NOW, THEREFORE**,

**BE IT RESOLVED** that Lloyd Carnahan is hereby re-appointed to the Kiona Irrigation District, said term expiring on December 31, 2010.

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

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

RECEIVED  
DEC 21 2007  
BENTON COUNTY  
COMMISSIONERS

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

DECEMBER 20 2007

RE: Election of Board of Directors

Please be advised we have complied with the laws, there was one applicant the incumbent Lloyd Carnahan, thus there was no need for an election.  
Mr. Carnahan was accepted by acclimation and with your approval will continue in office as of January 2008 for a term of three years.

LORNA DECKERT  
SEC./TREAS. Ki.I.D

Cc: Benton County Auditor

File

# RESOLUTION

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

**IN THE MATTER OF APPOINTING CRAIG BROWN TO THE KIONA IRRIGATION DISTRICT BOARD OF DIRECTORS**

**WHEREAS**, there exists a vacancy due to a resignation on Kiona Irrigation District; and,

**WHEREAS**, Craig Brown has expressed an interest and willingness to serve on the Board for the unexpired term; and,

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

**BE IT RESOLVED** that Craig Brown, is hereby appointed to the Kiona Irrigation District Board of Directors, said term expiring on December 31, 2008.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

RECEIVED  
DEC 21 2007  
BENTON COUNTY  
COMMISSIONERS

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

DECEMBER 20 2007

RE: Appointment to Board of Directors

Please be advised we have complied with the laws, Mr. Mees resigned and will not be available in 2008 to complete his term as director.

There was one applicant Craig Brown he was accepted by acclimation of the Board and with your approval will serve as of January 2008 for a term of one year.

LORNA DECKERT  
SEC./TREAS. Ki.I.D

Cc: Benton County Auditor

File

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

February 4, 2008

Dr. Lee Thornton  
President, Columbia Basin College  
2600 N. 20<sup>th</sup> Ave.  
Pasco, WA 99301

Dear Mr. Thornton:

The Board of Benton County Commissioners fully support your proposal to develop a Bachelor's of Applied Science (BAS) degree in the area of Applied Technology Management and Entrepreneurship at Columbia Basin College.

The proposed bachelor's program will enhance the ability of residents of Benton County to obtain a bachelor's degree after completing a vocational/workforce degree at CBC or another community college. The Applied Technology Management and Entrepreneurship degree will be very valuable to employers who wish to upgrade the skills and capabilities of existing employees and who want to enhance the competitiveness and effectiveness of their organizations. The degree will also help employees to expand their education and skills, increase their opportunities for promotion and enhance income levels without leaving the community or their current jobs. The degree program will definitely meet a number of needs for education within the community.

The Benton County Commissioners look forward to providing any input or other assistance which may contribute to the development of the bachelor's degree program. Please contact us if we can provide any additional information or support for your proposal.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Claude L. Oliver, Chairman

cc: Commissioners  
David Sparks, County Administrator  
Loretta Smith Kelty, Deputy County Administrator

**From:** Claude Oliver  
**To:** Flores, Marilu  
**Date:** 1/18/2008 2:26:10 PM  
**Subject:** Fwd: CBC Proposal for Applied Bachelor's Degree Program

Marilu: Please work with Mr. Montgomery to develop a Commissioner CBC Program support letter for all Commissioners to sign.

Thank you, Claude

Claude Oliver  
Benton County Commissioner  
District 3  
P.O. Box 190  
Prosser, WA 99350  
Phone: (509) 736-3080 or (509) 786-5600  
Fax: (509) 786-5625

**From:** Claude Oliver  
**To:** Montgomery, Joe  
**Date:** 1/18/2008 2:24:42 PM  
**Subject:** Re: CBC Proposal for Applied Bachelor's Degree Program

Joe: I have asked Marilu Flores to work with you do draft a letter for all Commissioners signature.  
Very Best, Claude Oliver

Claude Oliver  
Benton County Commissioner  
District 3  
P.O. Box 190  
Prosser, WA 99350  
Phone: (509) 736-3080 or (509) 786-5600  
Fax: (509) 786-5625

>>> "Montgomery, Joe" <JMontgomery@columbiabasin.edu> 1/16/2008 3:21 PM >>>  
Mary Lou: Thanks for your suggestions on ways to make it easier for the commissioners to provide us a letter of support. I have drafted a letter (see attachment) that I hope will be helpful. I can send additional information on the program if you need it, although it sounds like you already have a program overview. Is there anything else I can do at this point? Thanks,

Joe Montgomery, Ph.D.

Dean, Institutional Effectiveness

Columbia Basin College

(509) 547-0511 ext. 2935

**CC:** Flores, Marilu

"Sample"

Dr. Lee Thornton  
President, Columbia Basin College  
2600 N. 20<sup>th</sup> Ave.  
Pasco, WA 99301

Dear Lee:

The Benton County Commissioners fully support your proposal to develop a Bachelor's of Applied Science (BAS) degree in the area of Applied Technology Management and Entrepreneurship at Columbia Basin College.

The proposed bachelor's program will enhance the ability of residents of Benton County to obtain a bachelor's degree after completing a vocational/workforce degree at CBC or another community college. The Applied Technology Management and Entrepreneurship degree will be very valuable to employers who wish to upgrade the skills and capabilities of existing employees and who want to enhance the competitiveness and effectiveness of their organizations. The degree will also help employees to expand their education and skills, increase their opportunities for promotion and enhance income levels without leaving the community or their current jobs. The degree program will definitely meet a number of needs for education within the community.

The Benton County Commissioners look forward to providing any input or other assistance which may contribute to the development of the bachelor's degree program. Please contact us if we can provide any additional information or support for your proposal.

Sincerely,

# RESOLUTION

K

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

**IN THE MATTER OF A PERSONAL SERVICE CONTRACT AMENDMENT BETWEEN BENTON COUNTY CORONER AND DANIEL SELOVE, MD FOR FORENSIC PATHOLOGIST SERVICES**

**WHEREAS**, the Board of Benton County Commissioners, Benton County, Washington entered into an personal service agreement with Dr. Daniel Selove per resolution 08-004 for forensic pathology services for a service fee of \$1,300 per autopsy; and

**WHEREAS**, the previously executed contact allows for price adjustment on an annual basis and the County hereby wishes to accept the price increase, increasing the contract amount to \$1,350 per autopsy plus transportation and lodging expense; **NOW, THEREFORE**,

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington hereby agrees to amend the service agreement with Dr. Daniel Selove for forensic pathology services for Benton County Coroner's office for a service fee of \$1,350 per autopsy, plus transportation and lodging expense as a independent contractor forensic pathologist; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Personal Service Contract Amendment.

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

**PERSONAL SERVICES CONTRACT  
AMENDMENT**

WHEREAS this previously executed CONTRACT allows for price adjustment on an annual basis and COUNTY wishes to accept the price increase noted herein for calendar year 2008,

**THEREFORE:**

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

Is hereby amended as follows:

**5. COMPENSATION**

- b. The words "per autopsy" are inserted between the words "amount payable" and "by the county;" and the amount of "\$1,300" is changed to "\$1,350."

All other terms of this AGREEMENT shall remain the same

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

BENTON COUNTY

\_\_\_\_\_  
LEO BOWMAN, Chairman  
Date: \_\_\_\_\_

\_\_\_\_\_  
DANIEL SELOVE, MD  
Date: \_\_\_\_\_

Approved as to Substance:

\_\_\_\_\_  
RICK CORSON, Coroner  
Date: \_\_\_\_\_

*Original Copy  
is in route.  
JWS*

Approved as to form:

\_\_\_\_\_  
ERIC HSU, Senior Deputy  
Prosecuting Attorney

**DANIEL SELOVE, MD**  
3031 Kromer Avenue  
Everett, WA 98201

Phone: 425-508-4462 Fax: 425-317-9808

RECEIVED  
JAN 14 2008  
BENTON COUNTY  
COMMISSIONERS

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

January 12, 2008

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

RE: Autopsy fee

Dear Lisa:

My autopsy fee will increase from \$ 1,300 for work performed during year 2007 to \$ 1,350 for work performed during year 2008. Please amend my contract accordingly.

Thank you,

*Daniel Selove MD*

Daniel Selove, MD

cc: Benton County Coroner Rick Corson

# RESOLUTION

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

**IN THE MATTER OF NOTICE OF COMPLETION OF THE BENTON COUNTY  
CORRECTIONS FACILITY BOILER REPLACEMENT**

**WHEREAS**, Benton County entered into a contract on August 10, 2007 with Apollo Sheet Metal, Inc., 1207 W. Columbia Drive, Kennewick, WA 99336 for the Benton County Correction Facility Boiler Replacement; and

**WHEREAS**, the County Facilities Manager determined the project reached completion as of January 14, 2008; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Board accepts the Benton County Corrections Facility Boiler Replacement project complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

# RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON

IN THE MATTER OF PURCHASING BATTERIES FOR USE IN UNINTERRUPTABLE  
POWER SUPPLIES LOCATED AT THE BENTON COUNTY JUSTICE CENTER,  
KENNEWICK, WA

**WHEREAS**, the Benton County Facilities Department finds the need to replace the existing batteries in the Uninterruptible Power Supplies in five (5) locations throughout the Benton County Jail and Justice Center, and the existing batteries have a 5-year life span and are now 5 years old, and the batteries are showing age and beginning to swell. These batteries are for use with the Access Control system and Master Control; and

**WHEREAS**, Benton County Facilities Electronic Technician solicited a proposal from URS Electronics Inc, Portland, OR, under State Contract No. 03103 and researched the batteries to know that these batteries are acceptable replacement batteries for the system at the Benton County Justice Center and Benton County Jail; and

**WHEREAS**, the price quote for said batteries is \$17,103.39 including WSST; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Benton County Facilities Electronic Technician to proceed with the purchase of said batteries from URS Electronics, Portland, OR, under State Contract No. 03103 in the amount of \$17,103.39.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Quotation: Benton Co. UPS Bat 02

Quote Date 1/14/2008  
 Quote Expires 2/14/2008

To: Benton County  
 Attn: Dan Waggoner  
 Phone: 509.222-3704  
 E Mail: [dan.waggoner@co.benton.wa.us](mailto:dan.waggoner@co.benton.wa.us)

**Freight PREPAID to Destination**  
 Washington State Contract# 03103

Line	Qty	Mfr	Item	Description	Unit Cost	Delivery
1	46	Powerware	ASY-0529	Battery Module, 9170 & 9170+ Frame. 2x per String	\$ 218.10	Raliegh NC Stk
2						
3	120	S-VRLA	GP12170	Battery, 12v 17Ah Sealed Valve Regulated, Lead-Acid UPS Battery. 6.57"x3"x7.13"	\$ 48.00	So Cal Warehouse Stock
4						
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PLEASE NOTE:

Dan,

Current recommended resale for the ASY-0529 is \$310.00 ea, the \$209.00 previously quoted from Eaton/Powerware changed in October of '07.  
 (If purchased from Powerware, there would be freight in added to each module, which would be about \$43.80 ea via UPS Surface.)

Please call if there are ANY questions.

Brian



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<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>02/04/08</u>	Execute Contract	
Subject	<u>Grounds Maintenance Spraying Contract</u>	Pass Resolution	X
Prepared by:	<u>dgg</u>	Pass Ordinance	
Reviewed by:	<u>jcm/Loretta</u>	Pass Motion	
		Board Direction	
		Consent Agenda	X
		Public Hearing	
		1st Discussion	
		2nd Discussion	
		Workshop	

**BACKGROUND INFORMATION**

Attached is the 2008 Grounds Maintenance Spraying Contract for the Benton County Fairgrounds.

**RECOMMENDATION**

The Fairgrounds Maintenance Supervisor has reviewed three quotes for Grounds Maintenance Spraying. Desertgreen Lawn & Tree Care LLC originally quoted the lowest price. This quote did not include the correct project description listed in the RFP in its entirety. Cut Above Incorporated quoted the second lowest price and included the correct project description.

The Fairgrounds Maintenance Supervisor finds Cut Above Incorporated to have the lowest price and correct project description. Move to award Cut Above Incorporated for the 2008 Grounds Maintenance Spraying Contract with an option to extend for two twelve-month periods.

**FISCAL IMPACT**

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF AWARD AND AUTHORIZING THE CHAIRMAN OF THE BENTON COUNTY BOARD OF COMMISSIONERS TO SIGN THE CONTRACT FOR GROUNDS MAINTENANCE SPRAYING SERVICES AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, per resolution 08-131 and 08-133 the Board of Benton County Commissioners has dispensed with advertising and competitive bid procedures with respect to certain contracts for public works projects with a value between ten thousand (\$10,000) and one hundred thousand (\$100,000) dollars if a small works roster process is followed per RCW 39.04.155; and

**WHEREAS**, the Benton County Fairgrounds Maintenance Supervisor solicited quotes from three contractors who are listed on the Benton County small works roster and received quotes from the following: Desertgreen Lawn & Tree Care LLC, 642 Truman Ave., Richland, WA 99352 in the amount of \$21,118.50; Cut Above Incorporated, P.O. Box 6722, Kennewick, WA 99336 in the amount of \$21,795.38; and Jesse's Lawn Maintenance, 6418 W Deschutes Ave., Kennewick, WA 99336 in the amount of \$26,570.32; and

**WHEREAS**, Desertgreen Lawn & Tree Care LLC is a non-responsible bidder with an incomplete project description; and

**WHEREAS**, the Fairgrounds Maintenance Supervisor reviewed all quotes and recommends the award to Cut Above Incorporated in the amount of \$21,795.38 as lowest, most responsible bidder; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the grounds maintenance spraying services to Cut Above Incorporated for an amount not to exceed \$22,000.00 including WSST; and

**BE IT FURTHER RESOLVED**, the Fairgrounds Maintenance Supervisor recommends the contract with Cut Above Incorporated include the option to extend for two twelve-month periods; and

**BE IT FURTHER RESOLVED**, the Board of Commissioners hereby authorizes the Chairman to sign the contract between Benton County and Cut Above Incorporated attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**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 Cut Above Incorporated with its principal address at P.O. Box 6722, 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's Bid Proposal
- B. Exhibit B - Benton County Prevailing Wage Rates

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties, and shall expire on December 31, 2008 with an option to extend for two twelve-month periods.

**3. SERVICES PROVIDED**

The COUNTY requires and the CONTRACTOR agrees to provide complete grounds maintenance spraying which is consistent with Contractors bid proposal attached hereto as Exhibit A.

**4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: **Tina Murphy**  
Cut Above Incorporated  
P.O. Box 6722  
Kennewick, WA 99336  
(509) 627-6693  
(509) 582-6590 Fax
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager  
Contact: 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 maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed twenty one thousand seven hundred ninety five dollars and thirty eight cents (\$21,795.38) including Washington State Sales Tax.

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 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.

- 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 1<sup>st</sup> 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 (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 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.
  - 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. 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

Orig.: File - Denise Gerry

cc: Auditor: R. Ozuna; Fairgrounds; Cut Above Incorporated

- 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. For informational purposes and to comply with the law, The prevailing wage rate schedule for Benton County are attached as Exhibit B. CONTRACTOR is responsible for paying prevailing wages to all employees for whom there is an applicable prevailing wage established by the Washington State Department of Labor and Industries, regardless of whether their trade appears on the attached schedule. The attached schedule has been obtained directly by the Internet web site operated by the Washington State Department of Labor and Industries and COUNTY accepts no responsibility for the accuracy or completeness of the schedule. In the event of any confusion, inaccuracy or conflict, CONTRACTOR is solely responsible for resolving such confusion, inaccuracy or conflict directly with the Department of Labor and Industries, and such confusion, inaccuracy or conflict shall not justify the failure of CONTRACTOR to pay anything less than the prevailing wages pursuant to this CONTRACT.

### **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.

**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**

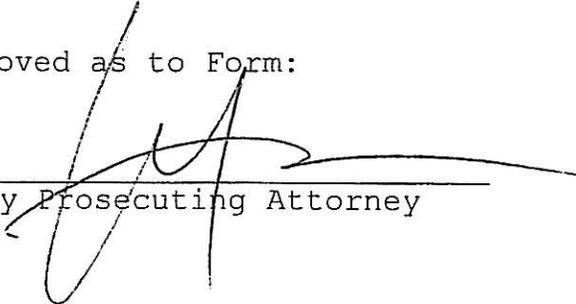
**CUT ABOVE INCORPORATED**

\_\_\_\_\_  
Claude Oliver, Chairman  
Benton County Commissioner

Dated: \_\_\_\_\_

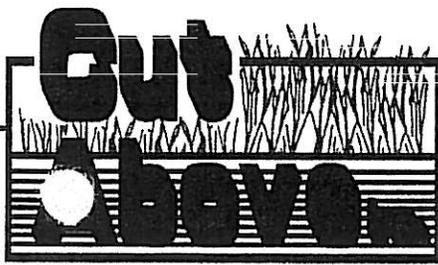
Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

P.O. BOX 6722 , KENN., WA. 99336-0640 (509) 627-6693

**BID PROPOSAL CONTRACT FOR:** Benton County Fairgrounds  
1500 S. Oak  
Kennewick, Wa. 99337



<b>ITEM :</b>	<b>PER :</b>	<b>YEARLY :</b>
---------------	--------------	-----------------

1.) Mowing : ( Average 32 Mows )		
2.) Lawn Maintenance:		
Weed Control & Fertilization	( 2 Applications )	\$ 6,025.00
3.) Weed Control Shrub Beds		
4.) Lawn Aeration		
5.) Bare Ground Treatment		\$ 9,500.00
6.) Exterior Spider Control	( 15 Buildings )	\$ 2,600.00
7.) Fly Control	( 3 Buildings )	\$ 2000.00
8.) Irrigation Winterization		
9.) Clean ups -Spring & Fall		
10.) Tree & Shrub Pruning		
11.) Tree & Shrub Pest Control		

Sub Total : \$ 20,125.00

Sales Tax 8.3% : \$ 1,670.38

Total : \$ 21,795.38

2.) Lawn Maintenance: Consists of Broadleaf weed control, Pre-Emergent applications

5.) Bare Ground : Combination Treatment consisting of Pendulum, Round up , & Casseron.

Spot Spray follow-ups once a month or per Fairgrounds request, to help maintain a weed free environment.

6.) Exterior spider control: Entire coverage of outside of buildings to control infestation of spiders and Insects

7.) Fly Control : Done prior to Fair Opening as requested , Spray to be applied both inside and outside of buildings before chips are spread for fair opening . Arrangements to be made with officials on exact time before application is to be applied.

This contract shall run from February 1 st, 2008 through August 31st 2008.

\_\_\_\_\_  
Authorized Signature                      Date  
Benton County Fairgrounds

\_\_\_\_\_  
Authorized Signature                      Date  
Cut Above Lawn Care



**DesertGreen Maintenance Agreement  
For the 2008 Season**

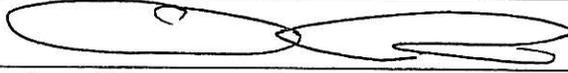
**Client: Benton County Fairgrounds**  
**Address: 1500 Oak St. Bldg. #20**  
**Kennewick, WA 99337**

**Contact: Jeff Mckenzie**  
**Phone# 727-5703(Cell Phone)**

Services to be Performed	Cost per Visit	Quantity	Total Cost
Lawn Fertilization (Granular Application/July/August 2008)	\$3000.00	1	\$3000.00
Lawn Broadleaf Contact Herbicide Treatment (May 2008)	\$3000.00	1	\$3000.00
Bareground Weed Control Treatment	\$12,500.00	1	\$12,500.00
Exterior Pest Control/ Fly Control	\$1000.00	3	\$1000.00
<b>Sub Total</b>		<b>Per -App</b>	<b>\$19,500.00</b>
<b>Tax</b>		<b>8.3%</b>	<b>\$1618.50</b>
<b>Total</b>			<b>\$21,118.50</b>

I Acknowledge the prices for the above referenced property and agree to the terms and specifications.

Desertgreen Lawn & Tree Care will bill The Benton County Fairgrounds as each service is completed.

X   
 Representative of Desertgreen Lawn & Tree Care

Date: 1-22-08

X \_\_\_\_\_ Season: **2008**  
 Representative of The Benton County Fairgrounds

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



Your Complete  
Landscape  
Specialists

6418 W Dechutes Av Kennewick WA 99336  
Phone (509) 734-9536 FAX (509) 734-9556

### JOB QUOTATION FOR

Jeff McKenzie - Maintenance Supervisor  
Benton Co Fairgrounds  
1500 S Oak St Blog #20  
Kennewick Wa 99337

Quantity	Description of Work	Rate	Cost
Date 17-Dec-07	<b>Bare Ground Maintenance and Pest Control</b> <b>To Include the following services:</b> Apply Sterilant To Parking Areas & Along Fairway Dr Apply Fertilizer & Weed Control To Lawns 2 Apps Apply Pest Control To 15 Buildings Apply Pest Control To Trash Containers		\$24,534.00
Thanks for letting me provide you with this quote for services If you have any questions please feel free to give me a call Office 734-9536		Sub Total	\$24,534.00
		Sales Tax	\$2,036.32
		<b>TOTAL</b>	<b>\$26,570.32</b>

EXHIBIT B

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

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 03-03-07

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Classification	PREVAILING WAGE	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$28.01	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.37	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$33.43	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$34.68	1B	5A	8N
PILEDRIIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL	\$33.70	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$31.46	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	\$42.02	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$41.51	1N	5D	8D
BOATMEN	\$42.02	1N	5D	8D
ENGINEER WELDER	\$42.07	1N	5D	8D
LEVERMAN, HYDRAULIC	\$43.64	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$42.02	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$29.44	1P	5A	
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$44.54	1E	5A	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A	5A	
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.92	4A	5A	
HEAD GROUNDPERSON	\$37.88	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.88	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.26	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.88	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	
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		

# BENTON COUNTY

Effective 03-03-07

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<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
FLAGGERS				
JOURNEY LEVEL	\$25.91	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$39.30	1U	5C	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$29.80	1M	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$42.55	1O	5A	
LABORERS				
ASPHALT RAKER	\$28.55	1M	5D	
ASPHALT ROLLER, WALKING	\$28.28	1M	5D	
BRUSH HOG FEEDER	\$28.01	1M	5D	
BRUSH MACHINE	\$28.55	1M	5D	
CARPENTER TENDER	\$28.01	1M	5D	
CASSION WORKER	\$28.55	1M	5D	
CEMENT FINISHER TENDER	\$28.28	1M	5D	
CEMENT HANDLER	\$28.01	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$28.55	1M	5D	
CLEAN-UP LABORER	\$28.01	1M	5D	
CONCRETE CREWMAN	\$28.01	1M	5D	
CONCRETE SAW, WALKING	\$28.28	1M	5D	
CONCRETE SIGNALMAN	\$28.01	1M	5D	
CONCRETE STACK	\$28.55	1M	5D	
CRUSHER FEEDER	\$28.01	1M	5D	
DEMOLITION	\$28.01	1M	5D	
DEMOLITION TORCH	\$28.28	1M	5D	
DOPE POT FIREMAN	\$28.28	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON	\$28.28	1M	5D	
DRILL WITH DUAL MASTS	\$28.83	1M	5D	
DRILL, AIR TRACT	\$28.55	1M	5D	
DRILLS, WAGON	\$28.28	1M	5D	
DUMPMAN	\$28.01	1M	5D	
EROSION CONTROL WORKER	\$28.01	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$25.91	1M	5D	
FIRE WATCH	\$28.01	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$28.01	1M	5D	
FORM SETTER, PAVING	\$28.28	1M	5D	
GENERAL LABORER	\$28.01	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$28.28	1M	5D	
GROUT MACHINE HEADER TENDER	\$28.01	1M	5D	
GUARDRAIL ERECTOR	\$28.01	1M	5D	
GUNITE NOZZLEMAN	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$28.83	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$28.28	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$28.01	1M	5D	
HIGH SCALER	\$28.55	1M	5D	
JACKHAMMER	\$28.28	1M	5D	
LASER BEAM OPERATOR	\$28.55	1M	5D	
MINER, CLASS "A"	\$28.01	1M	5D	
MINER, CLASS "B"	\$28.28	1M	5D	
MINER, CLASS "C"	\$28.55	1M	5D	
MINER, CLASS "D"	\$28.83	1M	5D	

# BENTON COUNTY

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		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$28.55	1M	5D	
MORTAR MIXER	\$28.55	1M	5D	
NIPPER	\$28.01	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$28.55	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$28.28	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$28.28	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$28.55	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$28.28	1M	5D	
PIPE, WATER LINER	\$28.28	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$28.28	1M	5D	
PIPELAYER, MULTI PLATE	\$28.28	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$28.55	1M	5D	
PIPEWRAPPER	\$28.55	1M	5D	
PLASTERER TENDER	\$28.55	1M	5D	
POT TENDER	\$28.28	1M	5D	
POWDERMAN	\$30.20	1M	5D	
POWDERMAN HELPER	\$28.28	1M	5D	
POWER BUGGY OPERATOR	\$28.28	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$28.28	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$28.28	1M	5D	
RIPRAP PERSON	\$28.01	1M	5D	
RODDER & SPREADER	\$28.28	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$28.01	1M	5D	
STAKE JUMPER	\$28.01	1M	5D	
STRUCTURAL MOVER	\$28.01	1M	5D	
TAILHOSEMAN, SANDBLAST	\$28.01	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$28.01	1M	5D	
TAMPER	\$28.28	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$28.01	1M	5D	
TRACK LABORER	\$28.01	1M	5D	
TRENCHER, SHAWNEE	\$28.28	1M	5D	
TRUCK LOADER	\$28.01	1M	5D	
TUGGER OPERATOR	\$28.28	1M	5D	
VIBRATOR	\$28.55	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$28.83	1M	5D	
WELL-POINT MAN	\$28.01	1M	5D	
WHEELBARROW, POWER DRIVEN	\$28.28	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$7.93	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$8.12	1		
LANDSCAPING OR PLANTING LABORERS	\$7.93	1		
LATHERS				
JOURNEY LEVEL	\$32.76	1B	5A	8N
PAINTERS				
JOURNEY LEVEL	\$26.97	1W	5A	
PLASTERERS				
JOURNEY LEVEL	\$32.04	1N	5D	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$51.65	1Q	5A	
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$31.84	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$31.23	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.44	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$31.23	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$31.84	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$31.23	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.44	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$31.84	1M	5D	8D

# BENTON COUNTY

Effective 03-03-07

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<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BACKHOE & HOE RAM ( UNDER 3/4 YARD)	\$32.16	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$32.44	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$32.16	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$32.44	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$32.71	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$32.71	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$32.44	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$31.84	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$32.44	1M	5D	8D
BELT FINISHING MACHINE	\$31.23	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$31.84	1M	5D	8D
BENDING MACHINE	\$31.84	1M	5D	8D
BIT GRINDERS	\$30.91	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$32.71	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$32.71	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$32.44	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$31.23	1M	5D	8D
BOAT OPERATORS	\$30.36	1M	5D	8D
BOBCAT (SKID STEER)	\$31.84	1M	5D	8D
BOLT THREADING MACHINE	\$30.91	1M	5D	8D
BOOM CATS (SIDE)	\$32.44	1M	5D	8D
BORING MACHINE (EARTH)	\$31.84	1M	5D	8D
BORING MACHINE (ROCK)	\$31.84	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$31.84	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER )	\$32.44	1M	5D	8D
CABLEWAY OPERATORS	\$32.71	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$31.84	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$32.16	1M	5D	8D
CEMENT HOG	\$31.23	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$31.84	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$31.84	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$32.44	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$31.23	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$30.91	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$32.71	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$32.44	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$32.00	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$31.23	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$32.44	1M	5D	8D
CRANES, 25 TON & UNDER	\$32.16	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.44	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$32.74	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.04	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.71	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$33.01	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.31	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.81	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.11	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER	\$34.41	1M	5D	8D

# BENTON COUNTY

Effective 03-03-07

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<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
250' BOOM)				
CRUSHER FEEDERMAN	\$30.36	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$32.44	1M	5D	8D
DECK ENGINEER	\$31.84	1M	5D	8D
DECK HAND	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS ( UNDER 65 TON)	\$32.16	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.71	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$31.23	1M	5D	8D
DITCH WITCH OR SIMILAR	\$31.23	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$31.23	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$32.44	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$30.91	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$32.16	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.00	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.71	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$31.23	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$32.00	1M	5D	8D
FIREMAN & HEATER TENDER	\$30.91	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$31.23	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.84	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.23	1M	5D	8D
GRADE CHECKER	\$30.91	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$31.84	1M	5D	8D
H.D. MECHANIC	\$32.44	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.71	1M	5D	8D
HELICOPTER PILOT	\$33.81	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$30.36	1M	5D	8D
HOE RAM	\$32.16	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.00	1M	5D	8D
HOIST (SINGLE-DRUM)	\$31.23	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$30.91	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$32.71	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$31.84	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$31.84	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$31.84	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( UNDER 4 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( 4 - 8 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( 8 - 10 YD)	\$32.71	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$33.81	1M	5D	8D
LOCOMOTIVE ENGINEER	\$31.84	1M	5D	8D
LONGITUDINAL FLOAT	\$31.23	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$32.71	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$31.23	1M	5D	8D
MIXERMOBILE	\$31.84	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$30.36	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.91	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$32.00	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$31.23	1M	5D	8D
PAVING (DUAL DRUM)	\$32.16	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.44	1M	5D	8D
PILEDRIVING ENGINEERS	\$32.16	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$31.84	1M	5D	8D
POWER BROOM	\$31.23	1M	5D	8D

# BENTON COUNTY

Effective 03-03-07

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<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
PROBE TENDER (ROTO-MILL)	\$31.23	1M	5D	8D
PUMP (GROUT OR JET)	\$31.84	1M	5D	8D
PUMP OPERATOR (WATER)	\$30.91	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$32.44	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$32.00	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$32.44	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$30.91	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$32.44	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$31.23	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$32.44	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$32.71	1M	5D	8D
SCREED OPERATOR	\$32.44	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$32.71	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$32.44	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$32.16	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$32.00	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$31.84	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$31.23	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$31.23	1M	5D	8D
SPREADER MACHINE	\$31.84	1M	5D	8D
STEAM CLEANER	\$30.36	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$31.23	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$32.00	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$31.23	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$32.44	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$31.84	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$31.84	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$32.44	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$32.00	1M	5D	8D
TUG BOAT OPERATOR	\$32.44	1M	5D	8D
TUGGER OPERATOR	\$31.23	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$32.00	1M	5D	8D
TURNHEAD OPERATOR	\$31.84	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$32.71	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$32.44	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$32.71	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$32.00	1M	5D	8D
WELDING MACHINES	\$30.91	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$32.71	1M	5D	8D
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		
ROOFERS				
JOURNEY LEVEL	\$29.75	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$32.75	2P	5I	
SHEET METAL WORKERS				

# BENTON COUNTY

Effective 03-03-07

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(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JOURNEY LEVEL (FIELD OR SHOP)	\$40.51	1B	5A	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$7.93	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$41.70	1R	5Q	
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	\$29.89	2B	5A	
HOLE DIGGER/GROUND PERSON	\$16.81	2B	5A	
INSTALLER (REPAIRER)	\$28.68	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$29.89	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$27.82	2B	5A	
TELEVISION GROUND PERSON	\$15.96	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.17	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$25.15	2B	5A	
TELEVISION TECHNICIAN	\$22.64	2B	5A	
TREE TRIMMER	\$27.82	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$27.57	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$23.62	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX ( TO 20 YARDS)	\$32.08	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$32.25	1N	5D	8M
DUMP TRUCK	\$32.08	1N	5D	8M
DUMP TRUCK & TRAILER	\$32.25	1N	5D	8M
OTHER TRUCKS	\$31.97	1N	5D	8M
TRANSIT MIXER	\$33.01	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$17.68	1		

EXHIBIT B

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY

APPRENTICES

EFFECTIVE DATE  
3/3/2007

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<b><u>ASBESTOS ABATEMENT WORKERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<b><u>BOILERMAKERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 70.00%	\$38.86	1C	5N	
2 1001-2000 HOURS 75.00%	\$40.30	1C	5N	
3 2001-3000 HOURS 80.00%	\$41.73	1C	5N	
4 3001-4000 HOURS 85.00%	\$43.17	1C	5N	
5 4001-5000 HOURS 90.00%	\$44.60	1C	5N	
6 5001-6000 HOURS 95.00%	\$46.04	1C	5N	
<b><u>BRICK AND MARBLE MASONS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0700 HOURS 40.00%	\$15.78	1M	5A	
2 0701-2100 HOURS 55.00%	\$23.89	1M	5A	
3 2101-2800 HOURS 60.00%	\$25.17	1M	5A	
4 2801-3500 HOURS 70.00%	\$27.72	1M	5A	
5 3501-4200 HOURS 80.00%	\$30.27	1M	5A	
6 4201-5000 HOURS 90.00%	\$32.82	1M	5A	
<b><u>CARPENTERS</u></b>				
<b><u>CARPENTER</u></b>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<b><u>MILLWRIGHT AND MACHINE ERECTORS</u></b>				
1 1st Period 70.00%	\$23.58	1B	5A	8N
2 2nd Period 75.00%	\$28.14	1B	5A	8N
3 3rd Period 80.00%	\$29.44	1B	5A	8N
4 4th Period 85.00%	\$30.75	1B	5A	8N
<b><u>PILEDRIIVER/CARPENTER</u></b>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>PILED RIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING</u>				
1 0000-0500 HOURS 60.00%	\$20.37	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.63	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.89	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.40	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.66	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.92	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$31.18	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.44	1B	5A	8N
<u>CEMENT MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$21.99	1N	5D	
2 1001-2000 HOURS 70.00%	\$24.36	1N	5D	
3 2001-3000 HOURS 80.00%	\$26.72	1N	5D	
4 3001-4000 HOURS 90.00%	\$29.09	1N	5D	
<u>DRYWALL TAPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 50.00%	\$15.30	1P	5A	
2 0751-1500 HOURS 55.00%	\$16.37	1P	5A	
3 1501-2250 HOURS 65.00%	\$20.22	1P	5A	
4 2251-3000 HOURS 75.00%	\$22.36	1P	5A	
5 3001-3750 HOURS 85.00%	\$26.22	1P	5A	
6 3751-4500 HOURS 90.00%	\$27.29	1P	5A	
<u>ELECTRICIANS - INSIDE</u>				
<u>JOURNEY LEVEL</u>				
APPRENTICES INDENTURED AFTER JUNE 1, 1999				
1 0000-1000 HOURS 45.00%	\$20.30	1E	5A	
2 1001-2000 HOURS 50.00%	\$21.85	1E	5A	
3 2001-3500 HOURS 55.00%	\$27.64	1E	5A	
4 3501-5000 HOURS 70.00%	\$33.28	1E	5A	
5 5001-6500 HOURS 80.00%	\$37.03	1E	5A	
6 6501-8000 HOURS 90.00%	\$40.79	1E	5A	
7 7th Period 95.00%	\$42.66	1E	5A	
4 3501-5000 HOURS 65.00%	\$31.40	1E	5A	
5 5001-6500 HOURS 75.00%	\$35.15	1E	5A	
6 6501-8000 HOURS 85.00%	\$38.91	1E	5A	
<u>ELECTRICIANS - POWERLINE CONSTRUCTION</u>				
<u>JOURNEY LEVEL LINEPERSON</u>				
1 0000-1000 HOURS 60.00%	\$32.03	4A	5A	
2 1001-2000 HOURS 63.00%	\$33.20	4A	5A	
3 2001-3000 HOURS 67.00%	\$34.76	4A	5A	
4 3001-4000 HOURS 72.00%	\$36.71	4A	5A	

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 4001-5000 HOURS 78.00%	\$39.05	4A	5A	
6 5001-6000 HOURS 86.00%	\$42.17	4A	5A	
7 6001-7000 HOURS 90.00%	\$43.73	4A	5A	
<b><u>POLE SPRAYER</u></b>				
1 0000-1000 HOURS 85.70%	\$42.06	4A	5A	
2 1001-2000 HOURS 89.80%	\$43.66	4A	5A	
3 2001-3000 HOURS 92.80%	\$44.83	4A	5A	
<b><u>ELEVATOR CONSTRUCTORS</u></b>				
<b><u>MECHANIC</u></b>				
1 0000-1000 HOURS 50.00%	\$20.69	4A	6Q	
2 1001-1700 HOURS 55.00%	\$37.36	4A	6Q	
3 1701-3400 HOURS 65.00%	\$41.76	4A	6Q	
4 3401-5100 HOURS 70.00%	\$44.55	4A	6Q	
5 5101-6800 HOURS 80.00%	\$48.97	4A	6Q	
<b><u>ELECTRONIC TECHNICIANS</u></b>				
<b><u>ELECTRONIC TECHNICIANS JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$7.93	1		
4 3501-5000 HOURS 65.00%	\$7.93	1		
5 5001-6500 HOURS 75.00%	\$8.25	1		
6 6501-8000 HOURS 85.00%	\$9.35	1		
<b><u>TELECOMMUNICATION TECHNICIANS</u></b>				
<b><u>TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$8.70	1		
3 2001-3500 HOURS 55.00%	\$9.56	1		
4 3501-5000 HOURS 65.00%	\$11.30	1		
5 5001-6500 HOURS 75.00%	\$13.04	1		
6 6501-8000 HOURS 85.00%	\$14.78	1		
<b><u>GLAZIERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 55.00%	\$9.89	1K	5A	
2 1001-2000 HOURS 60.00%	\$15.33	1K	5A	
3 2001-3000 HOURS 65.00%	\$17.22	1K	5A	
4 3001-4000 HOURS 70.00%	\$18.11	1K	5A	
5 4001-5000 HOURS 80.00%	\$19.89	1K	5A	
6 5001-6000 HOURS 90.00%	\$21.66	1K	5A	
<b><u>HEAT &amp; FROST INSULATORS AND ASBESTOS WORKERS</u></b>				
<b><u>MECHANIC</u></b>				
1 0000-1600 HOURS 60.00%	\$28.40	1U	5C	
2 1601-3200 HOURS 70.00%	\$31.13	1U	5C	
3 3201-4800 HOURS 80.00%	\$33.85	1U	5C	
4 4801-6400 HOURS 90.00%	\$36.58	1U	5C	

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<b><u>HOD CARRIERS &amp; MASON TENDERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 60.00%	\$20.76	1M	5D	
2 1001-2000 HOURS 70.00%	\$23.02	1M	5D	
3 2001-3000 HOURS 80.00%	\$25.28	1M	5D	
4 3001-4000 HOURS 90.00%	\$27.54	1M	5D	
<b><u>INSULATION APPLICATORS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 50.00%	\$7.94	1		
2 1001-2000 HOURS 60.00%	\$9.52	1		
3 2001-3000 HOURS 75.00%	\$11.90	1		
4 3001-4000 HOURS 90.00%	\$14.28	1		
<b><u>IRONWORKERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0750 HOURS 65.00%	\$25.07	1O	5A	
2 0751-1500 HOURS 70.00%	\$26.46	1O	5A	
3 1501-2250 HOURS 75.00%	\$35.60	1O	5A	
4 2251-3000 HOURS 80.00%	\$36.99	1O	5A	
5 3001-3750 HOURS 90.00%	\$39.77	1O	5A	
6 3751-4500 HOURS 90.00%	\$39.77	1O	5A	
7 4501-5250 HOURS 95.00%	\$41.16	1O	5A	
8 5251-6000 HOURS 95.00%	\$41.16	1O	5A	
<b><u>LABORERS</u></b>				
<b><u>GENERAL LABORER</u></b>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<b><u>LABORERS - UNDERGROUND SEWER &amp; WATER</u></b>				
<b><u>GENERAL LABORER</u></b>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<b><u>LATHERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0500 HOURS 60.00%	\$19.81	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.02	1B	5A	8N
3 1001-2000 HOURS 70.00%	\$22.23	1B	5A	8N
4 2001-3000 HOURS 75.00%	\$26.70	1B	5A	8N
5 3001-4000 HOURS 80.00%	\$27.91	1B	5A	8N
6 4001-5000 HOURS 85.00%	\$29.12	1B	5A	8N
7 5001-6000 HOURS 90.00%	\$30.33	1B	5A	8N
8 6001-8000 HOURS 95.00%	\$31.55	1B	5A	8N

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<b><u>PAINTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0750 HOURS 55.00%	\$15.87	1W	5A	
2 0751-1500 HOURS 65.00%	\$18.91	1W	5A	
3 1501-2250 HOURS 75.00%	\$20.92	1W	5A	
4 2251-3000 HOURS 80.00%	\$22.95	1W	5A	
5 3001-3750 HOURS 85.00%	\$23.96	1W	5A	
6 3751-4500 HOURS 95.00%	\$25.97	1W	5A	
<b><u>PLASTERERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 1st Period 60.00%	\$21.50	1N	5D	
2 2nd Period 70.00%	\$23.78	1N	5D	
3 3rd Period 80.00%	\$26.07	1N	5D	
4 4th Period 90.00%	\$28.35	1N	5D	
<b><u>PLUMBERS &amp; PIPEFITTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 45.00%	\$33.40	1Q	5A	
2 1001-2000 HOURS 50.00%	\$35.06	1Q	5A	
3 2001-3000 HOURS 55.00%	\$36.72	1Q	5A	
4 3001-4000 HOURS 60.00%	\$38.37	1Q	5A	
5 4001-5000 HOURS 65.00%	\$40.04	1Q	5A	
6 5001-6000 HOURS 70.00%	\$41.69	1Q	5A	
7 6001-7000 HOURS 75.00%	\$43.36	1Q	5A	
8 7001-8000 HOURS 80.00%	\$45.01	1Q	5A	
9 8001-9000 HOURS 85.00%	\$46.68	1Q	5A	
10 9001-10000 HOURS 85.00%	\$46.68	1Q	5A	
<b><u>POWER EQUIPMENT OPERATORS</u></b>				
<b><u>BACKHOE &amp; HOE RAM (3/4 - 3 YD)</u></b>				
<b><u>ALL EQUIPMENT</u></b>				
1 0000-1000 HOURS 55.00%	\$18.84	1M	5D	8D
2 1001-2000 HOURS 60.00%	\$20.04	1M	5D	8D
3 2001-3000 HOURS 65.00%	\$24.00	1M	5D	8D
4 3001-4000 HOURS 70.00%	\$25.20	1M	5D	8D
5 4001-5000 HOURS 75.00%	\$26.41	1M	5D	8D
6 5001-6000 HOURS 80.00%	\$27.62	1M	5D	8D
7 6001-7000 HOURS 85.00%	\$28.82	1M	5D	8D
8 7001-8000 HOURS 90.00%	\$30.03	1M	5D	8D
<b><u>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER &amp; WATER</u></b>				
<b><u>(SEE POWER EQUIPMENT OPERATORS)</u></b>				
1 0000-1000 HOURS 55.00%	\$18.84			
2 1001-2000 HOURS 60.00%	\$20.04			
3 2001-3000 HOURS 65.00%	\$24.00			
4 3001-4000 HOURS 70.00%	\$25.20			
5 4001-5000 HOURS 75.00%	\$26.41			

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 5001-6000 HOURS 80.00%	\$27.62			
7 6001-7000 HOURS 85.00%	\$28.82			
8 7001-8000 HOURS 90.00%	\$30.03			
<b><u>POWER LINE CLEARANCE TREE TRIMMERS</u></b>				
<b><u>TREE TRIMMER</u></b>				
1 0000-1000 HOURS 75.00%	\$25.17	4A	5A	
2 1001-2000 HOURS 80.00%	\$26.34	4A	5A	
3 2001-3000 HOURS 85.00%	\$27.52	4A	5A	
4 3001-4000 HOURS 90.00%	\$28.70	4A	5A	
<b><u>REFRIGERATION &amp; AIR CONDITIONING MECHANICS</u></b>				
<b><u>MECHANIC</u></b>				
1 0000-1000 HOURS 40.00%	\$12.46	1		
2 1001-2000 HOURS 50.00%	\$15.58	1		
3 2001-3000 HOURS 55.00%	\$17.14	1		
4 3001-4000 HOURS 60.00%	\$18.70	1		
5 4001-5000 HOURS 65.00%	\$20.25	1		
6 5001-6000 HOURS 70.00%	\$21.81	1		
7 6001-7000 HOURS 80.00%	\$24.93	1		
8 7001-8000 HOURS 85.00%	\$26.49	1		
9 8001-9000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
<b><u>RESIDENTIAL CARPENTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 1st Period 60.00%	\$10.90	1		
2 2nd Period 65.00%	\$11.80	1		
3 3rd Period 70.00%	\$12.71	1		
4 4th Period 75.00%	\$13.62	1		
5 5th Period 80.00%	\$14.53	1		
6 6th Period 85.00%	\$15.44	1		
7 7th Period 90.00%	\$16.34	1		
8 8th Period 95.00%	\$17.25	1		
<b><u>RESIDENTIAL ELECTRICIANS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 50.00%	\$13.33	1		
2 1001-2000 HOURS 60.00%	\$16.00	1		
3 2001-3000 HOURS 75.00%	\$20.00	1		
4 3001-4000 HOURS 90.00%	\$23.99	1		
<b><u>RESIDENTIAL PLUMBERS &amp; PIPEFITTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 1st Period 50.00%	\$12.32	1		
2 2nd Period 55.00%	\$13.55	1		
3 3rd Period 60.00%	\$14.78	1		
4 4th Period 70.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 6th Period 90.00%	\$22.18	1		
<b><u>RESIDENTIAL SHEET METAL WORKERS</u></b>				
<b><u>JOURNEY LEVEL (FIELD OR SHOP)</u></b>				
1 0000-1000 HOURS 50.00%	\$16.91	1B	5A	
2 1001-2000 HOURS 60.00%	\$21.03	1B	5A	
3 2001-4000 HOURS 65.00%	\$22.20	1B	5A	
4 4001-6000 HOURS 70.00%	\$23.39	1B	5A	
5 6001-8000 HOURS 80.00%	\$25.64	1B	5A	
6 8001-10000 HOURS 85.00%	\$26.76	1B	5A	
<b><u>ROOFERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0700 HOURS 70.00%	\$23.30	2P	5I	
2 0701-1400 HOURS 75.00%	\$24.38	2P	5I	
3 1401-2100 HOURS 80.00%	\$25.45	2P	5I	
4 2101-2800 HOURS 85.00%	\$26.53	2P	5I	
5 2801-3500 HOURS 90.00%	\$27.60	2P	5I	
6 3501-4200 HOURS 95.00%	\$28.68	2P	5I	
<b><u>SHEET METAL WORKERS</u></b>				
<b><u>JOURNEY LEVEL (FIELD OR SHOP)</u></b>				
<b><u>ENVIRONMENTAL</u></b>				
2 0000-2000 HOURS 50.00%	\$24.17	1B	5A	
3 2001-4000 HOURS 60.00%	\$27.53	1B	5A	
4 4001-6000 HOURS 70.00%	\$30.91	1B	5A	
1 0000-1000 HOURS 40.00%	\$18.35	1B	5A	
2 1001-2000 HOURS 45.00%	\$22.08	1B	5A	
3 2001-4000 HOURS 50.00%	\$24.17	1B	5A	
4 4001-6000 HOURS 60.00%	\$27.53	1B	5A	
5 6001-8000 HOURS 70.00%	\$30.91	1B	5A	
6 8001-10000 HOURS 80.00%	\$34.26	1B	5A	
<b><u>SOFT FLOOR LAYERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 50.00%	\$13.47	1N	5A	
2 1001-2000 HOURS 55.00%	\$15.10	1N	5A	
3 2001-3000 HOURS 60.00%	\$15.99	1N	5A	
4 3001-4000 HOURS 70.00%	\$17.77	1N	5A	
5 4001-5000 HOURS 80.00%	\$19.55	1N	5A	
6 5001-6000 HOURS 90.00%	\$21.33	1N	5A	
<b><u>SPRINKLER FITTERS (FIRE PROTECTION)</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
<b><u>CLASS 1</u></b>				
1 1st Period 50.00%	\$20.04	1R	5Q	
10 10th Period 90.00%	\$39.00	1R	5Q	
2 2nd Period 50.00%	\$20.04	1R	5Q	
3 3rd Period 55.00%	\$25.53	1R	5Q	
4 4th Period 60.00%	\$26.88	1R	5Q	

**PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 5th Period 65.00%	\$32.23	1R	5Q	
6 6th Period 70.00%	\$33.59	1R	5Q	
7 7th Period 75.00%	\$34.94	1R	5Q	
8 8th Period 80.00%	\$36.29	1R	5Q	
9 9th Period 85.00%	\$37.64	1R	5Q	
<b><u>TILE, MARBLE &amp; TERRAZZO FINISHERS</u></b>				
<b><u>FINISHER</u></b>				
1 0000-0700 HOURS 60.00%	\$17.30	2M	5A	
2 0701-2100 HOURS 70.00%	\$18.88	2M	5A	
3 2101-2800 HOURS 80.00%	\$20.46	2M	5A	
4 2801-3500 HOURS 90.00%	\$22.04	2M	5A	
<b><u>TERRAZZO WORKERS &amp; TILE SETTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0700 HOURS 50.00%	\$17.69	2M	5A	
2 0701-2100 HOURS 60.00%	\$19.67	2M	5A	
3 2101-2800 HOURS 70.00%	\$21.64	2M	5A	
4 2801-3500 HOURS 80.00%	\$23.62	2M	5A	
5 3501-4200 HOURS 90.00%	\$25.59	2M	5A	
6 4201-4900 HOURS 95.00%	\$26.58	2M	5A	
<b><u>TRAFFIC CONTROL STRIPERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0500 HOURS 60.00%	\$16.60	1		
2 0501-1000 HOURS 60.00%	\$16.60	1		
3 1001-2333 HOURS 60.00%	\$16.60	1		
4 2334-4666 HOURS 73.00%	\$20.20	1		
5 4667-7000 HOURS 88.00%	\$24.35	1		
<b><u>TRUCK DRIVERS</u></b>				
<b><u>DUMP TRUCK</u></b>				
<b>ALL TRUCKS</b>				
1 0000-0700 HOURS 70.00%	\$25.56	1N	5D	8M
2 0701-1400 HOURS 80.00%	\$27.73	1N	5D	8M
3 1401-2100 HOURS 90.00%	\$29.91	1N	5D	8M

JOINT RESOLUTION



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

Franklin County Resolution No. 2008 015

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

**IN THE MATTER OF APPRECIATION OF AN ADMINISTRATIVE BOARD MEMBER:**

**WHEREAS**, Ken McMenamin has served on the Benton and Franklin Counties Substance Abuse Administrative Board for 25½ years, and

**WHEREAS**, Mr. McMenamin has been a valuable asset to the Board as well as the community, and

**WHEREAS**, the Benton and Franklin Counties' Department of Human Services wishes to thank him; **NOW THEREFORE**,

**BE IT RESOLVED**, that Ken McMenamin is hereby recognized for his dedication and commitment to Benton and Franklin Counties.

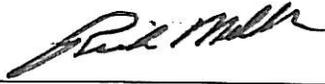
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Dated this 9 day of January, 2008

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

\_\_\_\_\_  
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

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement with Mathew Cummings, LICSW, #MH2007-Cummings	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
Prepared By: Carol Carey	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services would like to execute a Professional Services Agreement with Mathew Cummings, LICSW to provide mental health services to two "Out of Network" clients.

**SUMMARY**

**Award:** Consideration will be a maximum of \$16,500

**Period:** November 1, 2007 through September 30, 2009 or until the project is completed.

**Funding Source:** Greater Columbia Behavioral Health

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the Greater Columbia Behavioral Health. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the Professional Services Agreement #MH2007-Cummings and to authorize the Chair Pro-tem to sign on behalf of the Board.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF  
BENTON AND FRANKLIN COUNTY COMMISSIONERS ON A PROFESSIONAL  
SERVICES AGREEMENT BETWEEN MATHEW CUMMINGS, LICSW, AND THE  
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,  
TO PROVIDE MENTAL HEALTH COUNSELING FOR TWO "OUT OF  
NETWORK" CLIENTS, PSA #MH2007-Cummings, and**

**WHEREAS**, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of these two "Out of Network" clients, that the proposed Professional Services Agreement #MH2007-CUMMINGS, be approved as presented for a term commencing November 1, 2007 and terminating by September 30, 2009 or until the project is completed, **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Services Agreement #MH2007-Cummings.

Dated this ..... day of ..... 2007.

Dated this ..... day of .....2007.

**Benton County Board of Commissioners**

**Franklin County Board of Commissioners**

\_\_\_\_\_  
Leo Bowman, Chair

\_\_\_\_\_  
Robert Koch, Chair

\_\_\_\_\_  
Claude Oliver, Chair Pro Tem

\_\_\_\_\_  
Neva Corkrum, Chair Pro Tem

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

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

Attest:

Attest:

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

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

Originals: Franklin County  
Human Services

Carey

## PROFESSIONAL SERVICES AGREEMENT #MH2007-Cummings

This Agreement is made by and between Benton and Franklin Counties through its Department of Human Services, hereinafter referred to as "Counties", and Mathew Cummings, LICSW, hereinafter referred to as the "Consultant".

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

### 1. DURATION

The term of this Agreement shall begin November 1, 2007, and shall expire on September 30, 2009, or upon completion of the project.

### 2. SCOPE OF WORK

- a. The Counties will retain the Consultant to provide "Out of Network" counseling and consulting services for two mental health clients referred by the Counties in need of specialized services. The Consultant will perform such services as described below:
  - ◆ Administer polygraph test (one time per client).
  - ◆ Perform initial risk assessment (one time per client).
  - ◆ Perform Intake (one time per client).
  - ◆ Provide individual therapy sessions for each identified client (scheduled weekly for six months, every other week for the following six months, and approximately once per month until treatment completion or for approximately one year).
  - ◆ Provide group therapy sessions for each identified client (scheduled weekly over the course of treatment of approximately two years duration).
  - ◆ Provide the Counties with Progress Reports on each client's treatment when reasonably requested by the Counties.
- b. The Consultant agrees to provide its own labor, materials and facilities. Unless otherwise provided for in this Agreement, no material, labor, or facilities will be furnished by the Department of Human Services.
- c. The Consultant shall perform the work specified in this Agreement according to standard industry practice.
- d. The Consultant shall complete its work in a timely manner and materially in accordance with the schedule agreed by the parties.

### 3. AGREEMENT REPRESENTATIVES

Each party to this Agreement 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 the Consultant:

Mathew Cummings, LICSW  
Riverview Counseling & Consulting  
660 George Washington Way, Ste B  
Richland, WA 99352  
509.946.8778

b. For the Counties:

Carrie Hule-Pascua, Director  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
509.783.5284 / carrie@bfdhs.org

4. **COMPENSATION**

- a. The Consultant shall be compensated on a time and materials basis and not as a fixed price bid, payable monthly as incurred, at the following billing rates for performance of those tasks outlined in the Scope of Work, Section 2 above.

Reimbursement Rates	
Polygraph Test	\$250.00 each
Risk Assessment	\$1,000.00 each
Intake Evaluation	\$165.00 each
Individual Therapy	\$110.00 per hour
Group Therapy	\$50.00 per week

- b. The maximum total amount payable by the Department of Human Services to the Consultant under this Agreement shall not exceed \$16,500.00. Additional services may be authorized in writing by the Department of Human Services.
- c. The Department of Human Services shall pay Consultant only for performance of the tasks identified in the Scope of Work.
- d. The Consultant may submit invoices to the Department of Human Services not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Consultant performed work for the Department of Human Services during the billing period. The Department of Human Services shall pay the Consultant for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of Consultant's invoice.
- e. The Department of Human Services shall pay the Consultant for all work performed materially in conformance with the Scope of Work.
- f. In the event the Consultant has failed to perform any material obligation of the Consultant specified in the Scope of Work and such failure has not been cured within thirty (30) days following notice from the Department of Human Services, the Department of Human Services may, in its sole discretion, upon written notice to the Consultant, withhold any and all monies due and payable to the Consultant, without penalty, until such failure to perform is cured or otherwise adjudicated.
- g. Unless stated in the Scope of Work, the Consultant will not be paid for any billings or invoices presented for services rendered prior to the execution of this Agreement or after its termination.
- h. The Consultant shall pay all Federal, State and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax laws for Consultant and Consultant's employees, if any, performing services pursuant to this Agreement. Consultant shall have no obligation to pay any tax applicable to Department of Human Services or its employees.

5. **WARRANTY AND AMENDMENTS**

- a. Consultant warrants that Consultant shall perform the tasks set forth in the Scope of Work in a workmanlike manner, materially in accordance with the Scope of Work. The Counties' sole and exclusive remedy for any breach of the foregoing warranty shall be for Consultant to re-perform at no additional charge the specific task that gave rise to the warranty claim. Except as expressly set forth in this section, Consultant makes no other warranties, express or implied, with respect to the services performed hereunder, including without limitation any warranty of merchantability, fitness for a particular purpose, specific performance, non infringement or other warranty of any kind or nature.
- b. No amendment, modification or renewal shall be made to this Agreement, 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. Nothing in this paragraph limits any of the remedies available to the Counties in other section(s) of this Agreement or at law.

6. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The Consultant shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents from and against any or all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable attorney's fees and costs in defense thereof, for injury, sickness, disability or death to persons or damage to property or business caused by or arising out of the Consultant's acts, errors or omissions in the performance of this Agreement. Provided, that the Consultant's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- b. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Consultant, 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 Consultant or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Consultant expressly waives any immunity the Consultant might have had under such laws. By executing this Agreement, the Consultant 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 Consultant makes with any subcontractor or agent performing work hereunder.
- c. The Consultant'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 Consultant, the Consultant's employees, agents or subcontractors.
- d. If Consultant fails to comply with any State of Washington worker's compensation statutes and regulations and the Counties, its officers, officials, employees and agents incur fines or are required by law to provide benefits to or obtain coverage for such employees, Consultant shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Consultant, its employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Consultant pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Consultant for performance of this Agreement.

7. **INSURANCE**

Contractor shall, during all periods of time covered by this agreement, maintain commercial general liability insurance coverage in the amount of no less than \$1,000,000 per person, accident or occurrence, and \$2,000,000 general aggregate. Such insurance may not exclude any of the activities reasonably expected to be undertaken in the performance of this agreement, and shall cover losses sustained within the contract period, regardless of when the claims are made.

8. **TERMINATION**

- a. Each of the parties shall have the right to terminate this agreement upon ten (10) days advance written notice to the other party. In that event, the Counties shall pay the Consultant for all cost incurred by the Consultant in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Agreement.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement 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 the Counties to the Consultant. After the effective date, no charges incurred under this Agreement shall be allowed.
- c. If the Consultant materially breaches any of its material obligations hereunder, and fails to cure the breach within thirty (30) days of written notice to do so by the Counties, the Counties may terminate this Agreement, in which case the Counties shall pay the

Consultant only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Agreement.

9. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The Consultant shall perform the terms of the Agreement using only its bona fide employees or agents, and the obligations and duties of the Consultant under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- b. The Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

10. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time.

11. **INDEPENDENT CONTRACTOR**

- a. The Consultant's services shall be furnished by the Consultant as an independent contractor and not as an agent, employee or servant of the Counties. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The Consultant acknowledges that the entire compensation for this Agreement is set forth in the Compensation Section of this Agreement, and the Consultant 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 the Counties' employees.
- c. The Consultant 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 Consultant shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- d. Consultant 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 Agreement and which specifically apply to Consultant's performance hereunder.
- e. The Consultant agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

12. **COMPLIANCE WITH LAWS**

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

13. **INSPECTION OF BOOKS AND RECORDS**

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

14. **NONDISCRIMINATION**

The Consultant, 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. **OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents originally created at the direction of the Counties as stated in the Scope of Work under this Agreement (the Deliverables) shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. The Counties hereby acknowledge and expressly agree that, notwithstanding the preceding sentence, all tools,

utilities, plans, drawings, reports, forms and other materials owned or used by Consultant in performance of this Agreement and which were in existence at the time Consultant's work commenced under this Agreement are and shall remain the property of Consultant or its licensors and the Counties shall have and receive hereunder no right, title or interest in or to such items. Ownership of the Deliverables includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agree that if it uses any materials prepared by the Contractor for purposes other than those intended by this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefrom to the extent such use is not agreed to in writing by the Consultant.

- b. An electronic copy of all word processing documents which constitute Deliverables or part thereof 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.
- c. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to prevent or otherwise restrict either party from using for any purpose the general knowledge, skill and experience such party develops, gains or acquires before, during and after the activities contemplated under this Agreement. General knowledge shall not include any discrete piece of a party's confidential information, the source of such information, or any non-public personal information of either party or its employees, consultants, customers or clients.

16. **PATENT/COPYRIGHT INFRINGEMENT**

The Consultant shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand, and any damages, fines, attorney's fees or other financial cost resulting therefrom, brought against the Counties where such action is based on the claim that information supplied by the Consultant or subcontractor infringes any patent or copyright. The Consultant shall be notified promptly in writing by the Counties of any notice of such claim.

17. **DISPUTES**

Differences between the Consultant and the Counties arising under this Agreement shall be brought to the attention of the Department of Human Services 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 Consultant shall be decided by the Counties' Boards of County Commissioners or designee. All rulings, orders, instructions and decisions of the Counties' Boards of County Commissioners, or designee, shall be final and conclusive, subject to the Consultant's right to seek judicial relief.

18. **CONFIDENTIALITY**

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

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

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

20. **SUCCESSORS AND ASSIGNS**

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

21. **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of both parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

23. **NOTICES**

Any notices shall be effective if personally delivered to the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representative Section of this Agreement. 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 delivered. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties to this Agreement have accepted this Agreement as of the date(s) written below. The parties hereby specifically acknowledge that paragraph 6, "Hold Harmless and Indemnification," has been mutually negotiated.

Mathew Cummings LICSW 1/3/08  
Mathew Cummings, LICSW Date  
Tax Identification Number: 72-1553852

Carrie Huie-Pascua 1/7/08  
Carrie Huie-Pascua, Director Date  
Department of Human Services

BOARDS OF COUNTY COMMISSIONERS:

\_\_\_\_\_  
Chair, Benton Co. Commissioners Date

Rekord 1-9-2008  
Chair, Franklin Co. Commissioners Date

ATTEST BY:

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

Mary Withers 1-9-2008  
Clerk of the Board Date

APPROVED AS TO FORM:

[Signature]  
Benton Co. Prosecuting Attorney's Office

BOB  
Franklin County Prosecuting Attorney's Office

9

<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
<b>MEETING DATE:</b> B/C 02-04-08 F/C 01-28-08	Executive Contract	PUBLIC HEARING
<b>SUBJECT:</b> Authorization to hire one Part-Time Legal Secretary IV for the MacArthur Foundation grant program.	Pass Resolution <u>xx</u>	1ST DISCUSSION
<b>Prepared By:</b> Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
<b>Reviewed By:</b> Sharon Paradis	Pass Motion	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". 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 part-time position will be grant funded for a period of two years and will end December 31, 2009. This part-time Legal Secretary IV (Line Item 1642) will provide clerical support to the grant program. Line Item 1642 has never been used, is currently classified as a Legal Secretary II, and we request to reclassify this item to a Legal Secretary IV.

**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. There is no fiscal impact to either county.

**MOTION**

I move that the Benton County Board of Commissioners and the Franklin County Board of Commissioners sign the resolution to authorize the Benton-Franklin Counties Juvenile Justice Center to hire a part-time, non-benefited, bargaining unit staff member to fill the role of Legal Secretary IV (Line Item 1642) for the MacArthur Foundation 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 1642 - PART-TIME LEGAL SECRETARY IV- MACARTHUR MODELS FOR CHANGE GRANT PROGRAM;**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that we be authorized to hire a part-time Legal Secretary IV to provide clerical support to the MacArthur Foundation grant (1642),

**WHEREAS**, Line Item 1642 has never been used, is currently classified as a Legal Secretary II, we request to reclassify the Line Item as a Legal Secretary IV, **NOW, THEREFORE**

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners have deemed it appropriate that the Benton and Franklin Counties Juvenile Justice Center be authorized to hire a Legal Secretary IV as a part-time, non-benefited position to work with the MacArthur Models for Change Grant Program and that Line Item 1642 be reclassified from a Legal Secretary II to a Legal Secretary IV.

**DATED** this 4<sup>th</sup> day of February 2008  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 28<sup>th</sup> 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

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 02-04-08 F/C 01-28-08	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: Consolidated Contract # 0863-34062 for 2007 2009 Biennium	Pass Resolution <u>xx</u>	1 <sup>st</sup> DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), consolidates four grants into one contract. These grant dollars provide services in the following programs: CJS At-Risk; Special Sex Offender Disposition Alternative (SSODA); Chemical Dependency Disposition Alternative (CDDA) and Community Juvenile Accountability Act (CJAA). We have received the new County Program Agreement # 0863-34062.

**SUMMARY**

The term of this contract is January 1, 2008, through June 30, 2009.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract with DSHS/JRA,

**FISCAL IMPACT**

This is a grant by which we are reimbursed for services.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the County Program Agreement Consolidated Contract 2007-2009 # 0863-34062 for services between the Juvenile Justice Center and the State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term January 1, 2008, through June 30, 2009.

**JOINT RESOLUTION**

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

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

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT # 0863-34062 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and**

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement # 0863-34062 between State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 2, 2008 and terminating on June 30, 2009, **NOW, THEREFORE**

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

**DATED** this 4<sup>th</sup> day of February 2008  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this 28<sup>th</sup> 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



**COUNTY  
PROGRAM AGREEMENT  
Consolidated Contract FY 2008 - 2009**

DSHS Agreement Number  
0863-34062

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Division of Community Programs

1122

5000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Victoria Clausing  
Financial Analyst 2

215-A N 3rd Ave  
Yakima, WA 98902-2682

DSHS CONTACT TELEPHONE  
(509) 575-2625 Ext:

DSHS CONTACT FAX  
(509) 575-2619

DSHS CONTACT E-MAIL  
clausva@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County

5506 W. Canal Place, #106  
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE  
(509) 736-2722 Ext:

COUNTY CONTACT FAX  
(509) 222-2311

COUNTY CONTACT E-MAIL  
sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE  
1/2/2008

PROGRAM AGREEMENT END DATE  
6/30/2009

MAXIMUM PROGRAM AGREEMENT AMOUNT  
Fee For Service

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

Exhibits (specify): Exhibit A: Statement of Work

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

*Sharon Paradis*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Juvenile Court Administrator, Sharon A. Paradis  
Benton County Commissioner, Claude Oliver, Chairman  
Franklin County Commissioner Robert E. Koch, Chairman

11/18/2008  
\_\_\_\_\_  
\_\_\_\_\_

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Del R. Hontanosas  
Grants and Contract Manager

APPROVED AS TO FORM:

*Sarah Perry*  
\_\_\_\_\_  
Agreed Review Performed by Benton County

Benton County Civil Prosecutor, Sarah Perry

Franklin County Civil Prosecutor, Ryan Verhulp

11/18  
\_\_\_\_\_  
N/A

**CONSOLIDATED CONTRACT  
STATEMENT OF WORK**

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "JRA" means the Juvenile Rehabilitation Administration.
  - b. "JRA Bulletins/Policies" means the JRA Administrative Policies, which direct JRA expectations.
  - c. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
  - d. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time, that is the result of the person's regularly scheduled activities or work duties

2. **Purpose**

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support the following consolidated programs: Consolidated Juvenile Services At-Risk (CJS), Special Sex Offender Disposition Alternative (SSODA), Community Juvenile Accountability Act (CJAA), and Chemical Dependency Disposition Alternative (CDDA). Program descriptions and requirements are outlined in the Consolidated Contract 2007-09 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation Administration (JRA).

3. **General Requirements**

The County shall:

- a. Provide projects and services in compliance with the Consolidated Contract 2007-09 Application, Budget, and Monitoring Instructions (Application) and the County's Approved Response (Application Response).
- b. Administer the Washington State Juvenile Court Prescreen Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response.
- c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response.
- d. Establish programs designed to impact the outcomes statewide by:
  - (1) Decreasing recidivism;
  - (2) Decreasing commitments to the JRA;
  - (3) Maintaining or increasing the number of committable youth residing in their family homes and receiving services in their community
- e. Upon JRA's request, County shall provide JRA and the Washington State Institute of Public Policy (WSIPP), with any statistical risk assessment data necessary to determine program impacts on the statewide outcomes.

- f. Administer services to offenders that focus on the program interim outcomes established by the JRA in cooperation with the Washington State Institute for Public Policy and the Washington Association of Juvenile Court Administrators. The County shall report at least annually on the initial aggregate change in the factors by project, as outlined in the County's Application Response.
- g. Ensure collaboration between County and Tribal courts in the design and implementation of projects.

#### 4. Programs

All program services performed by County under the terms of this Agreement shall be in conformance with the County's Consolidated Contract 2007-09 Application, Budget, and Monitoring Instructions (Application) and the County's Approved Application Response (Application Response).

##### a. CJS At Risk Program

- (1) The County shall provide all services in compliance with RCW 13.06 and WAC 388-710.
- (2) The County shall provide case assessment, case management, and intervention services to offenders that are designed to decrease recidivism, increase youth protective factors, and decrease youth risk factors.
- (3) Except in the case of diversion programs, the level of supervision, monitoring, and intervention services shall be based upon the Washington State Juvenile Court Prescreen Risk Assessment, and the Washington State Juvenile Court Risk Assessment, as well as court ordered conditions and established program standards.
- (4) Diversion services shall be based upon the likelihood of future offense behavior and established CJS program standards as detailed in the County's Application Response.
- (5) The County shall utilize supervision, individualized planning, and community resources to hold offenders accountable for their offense and for the conditions of the court order.
- (6) The County shall provide interventions to assist offenders in meeting the County's established CJS At-Risk interim outcomes.

##### b. Special Sex Offender Disposition Alternative (SSODA)

The County Shall:

- (1) Pursuant to RCW 13.40.160, provide the services, as detailed in the County's Application Response, for selected first-time, adjudicated sex offenders.
- (2) Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. Assessment shall be completed by a certified sex offender therapist and shall include:
  - (a) Respondent's version of the facts;
  - (b) Official version of the facts;
  - (c) Assessment of problems in addition to the alleged deviant behaviors;
  - (d) Social, educational, and employment situation;
  - (e) Source of evaluator's information; and

- (f) Youth's amenability to treatment and risk s/he presents to the community.
- (3) Develop a proposed treatment plan that includes:
  - (a) Frequency and type of contact between offender and treatment providers;
  - (b) Specific treatment issues to be addressed, and description of planned treatment modalities;
  - (c) Monitoring plans including any requirement regarding living conditions;
  - (d) Anticipated duration of treatment; and
  - (e) Recommended crime-related prohibitions
- (4) In a timely manner, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program.
- (5) Provide treatment that consists of a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly.
- (6) Provide monitoring of the Client, which may include, but not be limited to polygraphs, tracker, or electronic monitoring as deemed appropriate on a case-by-case basis, face to face Client contact and family contact, and other contact with collateral resources.
- (7) Document in the case record reductions in levels of supervision and support for such reductions, by means of the Washington State Juvenile Court Risk Assessment Tool.

**c. Chemical Dependency Disposition Alternative (CDDA)**

The Chemical Dependency Disposition Alternative (CDDA) Program provides local court judges with the option of ordering chemical abusing and dependent youth into chemical dependency treatment instead of confinement. RCW 13.40.165.

- (1) The County's CDDA Program projects may include:
  - (a) Assessment;
  - (b) Inpatient and/or outpatient drug and alcohol treatment services;
  - (c) Community supervision with maximum caseload of 1 staff person to 25 youth;
  - (d) Monthly reports to the court;
  - (e) Urinalysis testing;
  - (f) Family services (parent education/support, family therapy);
  - (g) Individual Counseling; and
  - (h) Transportation.
- (2) Services shall be delivered as described in the CDDA Program description sections of the County's Application Response. Services shall also:

- (a) Utilize a DASA approved assessment as detailed in attachment A of the Application;
  - (b) Be consistent with proven effectiveness elements detailed in The Effectiveness Standards for the treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature (UW, January 1998);
  - (c) Include family service strategies and components;
  - (d) Utilize the "CDDA Case Management Standards for Chemically Dependent Youth"; and
  - (e) Include random urinalysis testing.
- (3) Counties utilizing Title XIX funds must have a signed Letter of Agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing Drug and Alcohol treatment services, funding sources and service providers.
  - (4) Courts that utilize deferred or stipulated order of continuance with CDDA eligible youth shall detail this practice in their application, within their project descriptions. The descriptions should also indicate how they plan to meet the statutory requirements for the program.
  - (5) The County shall, within two working days of the Admission, Transfer, or Discharge of a committable youth from inpatient treatment, Fax the appropriate form to both the designated JRA Regional office and the CDDA Program Manager at JRA Headquarters.

**d. Community Juvenile Accountability Act (CJAA)**

The County must serve the number of youth at the cost budgeted and as detailed in the CJAA portions of its Application Response. If the County anticipates deviating from any aspect of its Application Response, it must submit a written request for prior approval to the JRA Regional Administrator or designee. Service delivery must be based on and adhere to the following specifications:

**(1) For Functional Family Therapy (FFT):**

- (a) General precepts/practices contained in FFT, Inc. Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, Inc. 1-Day Systems Training;
- (c) Clinical feedback from FFT Inc. in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention; and
- (f) The County's CJAA Application Response.

**(2) For Aggression Replacement Training (ART):**

- (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
- (b) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings;
- (c) Feedback from designated ART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits; and

(d) The County's CJAA Application Response.

(3) **For Multisystemic Therapy (MST):**

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention;
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by MST Services;
- (c) Research and assessment of model program outcomes is a requirement of CJAA participation. CJAA interventions shall be outcome-based, compatible with research on effective programs and include an evaluation;
- (d) The County shall comply with the Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see CJAA: Program Evaluation Design, WSIPP, November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of CJAA. The County shall participate with all parties to ensure effective program evaluation; and
- (e) RCW 13.40.500 through 13.40.550 requires that the County collect the name, date of birth, gender, social security number, and JUVIS number for each juvenile enrolled in CJAA.

(4) **For Coordination of Services (COS):**

- (a) General precepts and practices contained in the Coordination of Services initial training provided by an established Washington state juvenile court active coordination of services site; and
- (b) The CJAA portions of County's Application Response.

**5. Consideration**

- a. The maximum consideration for CJS At-Risk programs, SSODA programs, CJAA programs, and CDDA programs for FY 2008 and FY 2009 are identified in the "JRA-Issued County Allocation Tables", hereby incorporated by reference.

Funding within this contract is divided into two fiscal years. Under-expenditure in the first fiscal year may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of each fiscal year for all counties participating in the Consolidated Contract, provided funding is available.

The full list of priorities is detailed in the "Revenue Sharing Request/Return Application Form", included in the Consolidated Contract 2007-09 Application packet. Counties shall submit their "Revenue Sharing Requests/Returns Form" to their respective Regional Administrators no later than May 15th of each fiscal year. Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of new "JRA-Issued County Allocation Tables." The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

- b. For CDDA programs when using a Title XIX match:

- (1) **\$10,000** will be set aside in FY 2008 and **\$10,434** will be set aside in FY 2009 to be used for treatment services for a Title XIX eligible youth; subcontracted with a Title XIX eligible treatment provider. The match will generate an additional **\$10,479** in federal dollars in FY 2008 and an additional **\$10,899** in FY 2009. The maximum consideration payable through MAA is **\$20,479** in

FY 2008 and \$21,333 in FY 2009, subcontracted with an authorized CDDA provider. The authorized subcontracted treatment provider accessing CDDA (JRA) Title XIX, must have separate contracts with JRA and DASA to provide services.

- (2) Reimbursement is based on actual costs except item "c" (below) and CDDA, where costs are tied to established rates and will be reimbursed up to the maximum allowed, as detailed in Attachment B of the Consolidated Contract 2007-09 Application, Budget, and Monitoring Instructions.
- (3) The contractor shall not be reimbursed for youth placed on consecutive or combined CDDA sentences which allow the total sentence(s) to exceed 12 months UNLESS the offense date of an additional CDDA sentence occurs after the termination date of the preceding CDDA disposition OR the youth begins as a CDDA Local Sanction and then is sentenced to CDDA Committable for a new offense.

## 6. Billing and Payment

- a. Monthly invoices (A-19) are to be submitted to JRA within 45 days of the end of the month in which services were rendered. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JRA and completed by the County:
  - (1) Required sentencing worksheets and Disposition Orders for SSODA and CDDA Committable youth;
  - (2) Monthly Project Update for each project;
  - (3) Separate Roster Reports for local sanction and committable youth (replaces the SSODA/CDDA termination report); and
  - (4) Separate Roster Reports for CJAA programs which include FFT, ART, MST, and COS; and
  - (5) REB 1, Monthly Reimbursement Form.
- b. The County may shift funds within this Contract between programs, except for the CJAA program, provided there is an active CJS At-Risk, CDDA, and SSODA program in the court. No more than 20% of funds per initial allotment for CDDA, or SSODA, shall be moved to CJS At Risk during any fiscal year. Funds in SSODA, and CDDA, may be moved to CJAA and/or between CDDA and SSODA without percentage restrictions. For accounting purposes, the County shall provide advance written notification of these shifts to the JRA Regional Administrator or designee. Such notification must indicate the exact amount of funds to be shifted, as well as the program source, and program destination. With prior written approval from the JRA Regional Administrator or designee, an additional 15% of funds initially allotted may be moved to CJS At Risk from SSODA, CDDA, and CJAA, if a court:
  - (1) Implements an approved promising intervention, as defined in the Application, with CJS At Risk funds.
  - (2) Implements a new CJAA project with CJS At Risk funds.
  - (3) Implements a project using a model approved by JRA and the WSIPP. The project must be utilized by at least six other juvenile courts in Washington and be studied by WSIPP using a study and control group process.
  - (4) Implements a project researched by the County, which demonstrated a reduction in youth risk factors and/or an increase in youth protective factors. The County conducted research design,

and results must be reviewed and approved by JRA prior to implementation.

- c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment reimbursement shall be proportionately charged to each funding category based on that category's proportion of the total state allotment.
- d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA or CDDA. The JRA Regional Administrator, or designee, will determine maximum allowable treatment costs.
- e. Detention costs, for up to 30 days, for SSODA and CDDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds. Detention costs for offenders participating in CJS, CJAA, and CDDA local sanction are not eligible for payment through this Consolidated Contract.
- f. For SSODA and CDDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.
- g. For CDDA programs, an inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.
- h. For CDDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JRA.
- i. For CDDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDDA status.
- j. The County agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- k. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment in each program category. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.
- l. The County shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- m. Under no circumstance shall the County bill twice for the same services.
- n. The County shall maintain backup documentation of all costs billed under this Contract.
- o. The County shall not be reimbursed for supervision costs associated with youth sentenced to Disposition Alternatives subsequent to a JRA commitment, when the alternative runs concurrent to the period of mandatory parole supervision.

## **7. County Compliance**

### **a. Subcontractors**

If the County utilizes subcontractors for the provision of services under this Contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance. The County is responsible for all acts or omissions of its subcontractors.

b. **Site Review**

The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

c. **Other Provisions:**

The County shall comply with the following other provisions for all services provided under this Agreement. For purposes stated in the following provision, the County is hereby referred to as Contractor.

- (1) **Background Check/Criminal History** – In accordance with Chapters 388-700 WAC (JRA-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JRA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JRA approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (a) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (b) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
- (c) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who has reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

- (2) **Sexual Misconduct** – 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (a) Who is found by the department, based on a preponderance of the evidence, to have had intercourse or sexual contact with the offender; or
- (b) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

- (3) **Stop Payment.** If reports required under this Contract are delinquent, DSHS, JRA may stop payment to the County until such required reports are submitted to JRA.

## 8. Items Incorporated by Reference

- a. JRA-Issued County Allocation Tables;
- b. Consolidated Contract 2007-09 Application, Budget, and Monitoring Instructions;
- c. Chapter 388-710 WAC: Consolidated Juvenile Services Programs;
- d. RCW's 13.06, 13.40.160, 13.40.165, 70.96A.520, 13.40.500 – 13.40.550;
- e. Juvenile Disposition Sentencing Standards;
- f. The Effectiveness Standards for the Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature (January 1998);
- g. Division of Alcohol and Substance Abuse, Juvenile Rehabilitation Administration, Medical Assistance Administration Chemical Dependency Title XIX Contractors Outpatient Billing Instructions (October 2003);
- h. "CDDA Case Management Standards for Chemically Dependent Youth";
- i. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998; and
- j. Delinquency Prevention: An Example of Consultation in Rural Community Mental Health, January 1987.

S

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	
MEETING DATE: B/C 02-04-08 F/C 01-00-08	Executive Contract <u>xx</u>	CONSENT AGENDA <u>xx</u>
SUBJECT: County Program Agreement with DSHS/JRA Agreement 0863-34-078 for Disposition Alternatives Grant	Pass Resolution <u>xx</u>	PUBLIC HEARING
	Pass Ordinance	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Motion	2ND DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

**BACKGROUND INFORMATION**

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has asked to contract with the Benton-Franklin Juvenile Justice Center to provide services to youth in their local communities as an alternative to having them committed to the JRA. The attached Program Agreement outlines Statement of Work for the Disposition Alternatives Program. The term of this agreement is January 1, 2008, through June 30, 2009.

**SUMMARY**

The state will pay according to the conditions set in Billing section of the program's Scope of Work in the County Program Agreement.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement # 0863-34078.

**FISCAL IMPACT**

This is a state contract by which we are reimbursed for services.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Program Agreement for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of January 1, 2008, through June 30, 2009.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT 0863-34078 AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES DISPOSITION ALTERNATIVES, and

Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 0863-34078 between the Juvenile Court and the State of Washington Department of Social and Health Services Disposition Alternatives, be approved as presented for a term commencing January 1, 2008, and terminating on June 30, 2009, **NOW, THEREFORE**

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

DATED this 4<sup>th</sup> day of February 2008  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 28<sup>th</sup> 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



**COUNTY**  
**PROGRAM AGREEMENT**  
**Disposition Alternatives FY 2008 - 2009**

DSHS Agreement Number

0863-34078

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Division of Community Programs

1122

5000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Victoria Clausing  
Financial Analyst 2

215-A N 3rd Ave  
Yakima, WA 98902-2682

DSHS CONTACT TELEPHONE  
(509) 575-2625 Ext:

DSHS CONTACT FAX  
(509) 575-2619

DSHS CONTACT E-MAIL  
clausva@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County

5606 W. Canal Place, Ste. 106  
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE  
(509) 736-2722 Ext:

COUNTY CONTACT FAX  
(509) 222-2311

COUNTY CONTACT E-MAIL  
sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE  
1/1/2008

PROGRAM AGREEMENT END DATE  
6/30/2009

MAXIMUM PROGRAM AGREEMENT AMOUNT  
Fee For Service

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

Exhibits (specify): Exhibit A: Statement of Work; Exhibit B: Monthly Reimbursement Forms

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)

*Sharon Paradis*

PRINTED NAME(S) AND TITLE(S)

Juvenile Court Administrator, Sharon A. Paradis

DATE(S) SIGNED

1/13/2008

Benton County Commissioner, Claude Oliver, Chairman

Franklin County Commissioner Robert E. Koch, Chairman

DSHS SIGNATURE

PRINTED NAME AND TITLE

Del R. Hontanosas  
Grants and Contract Manager

DATE SIGNED

APPROVED AS TO FORM:

*Sarah Perry*

Benton County Civil Prosecutor, Sarah Perry

1/15/08

Agreed Review Performed by Benton County

Franklin County Civil Prosecutor, Ryan Verhulp

N/A

## STATEMENT OF WORK Disposition Alternatives

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "JRA" means the Juvenile Rehabilitation Administration.
  - b. "JRA Bulletins/Policies" means the JRA Administrative Policies, which direct JRA expectations.
  - c. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
  - d. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time, that is the result of the person's regularly scheduled activities or work duties.

2. **Purpose**

The purpose of this contract is to provide services to youth in their local communities as an alternative to having them committed to the JRA. The Contractor shall provide assessment, effective research-based treatment interventions, and supervision to youth placed on the Mental Health Disposition Alternative and the Suspended Disposition Alternative in order to reduce the likelihood that youth participating will further penetrate the juvenile justice system.

3. **General Services**

This agreement includes the Suspended Disposition Alternative (SDA) and the Mental Health Disposition Alternative (MHDA).

4. **General Requirements**

The Contractor shall use the funds provided under this County Program Agreement to:

- a. Provide assessment, monitoring and treatment services to committable youth that are retained in the community, and that are sentenced under SDA and MHDA, and who have committed the eligible offense on or after July 27th 2003.
- b. Ensure youth are eligible for research-based services as determined by the Washington State Juvenile Court Administrators' (WAJCA) Risk Assessment Tool.
- c. Provide aggregated risk assessment data for research-based programs, so the Contractor can assess composition of youth needs and risks within specific targeted groups based on risk and protective factors.
- d. Adhere to the Community Juvenile Accountability Act (CJAA): Program Evaluation Design, WSIPP, November 1998, incorporated by reference, when delivering CJAA interventions. If the Contractor anticipates deviating from any aspect of program delivery, a request in writing shall be made to and approved by the JRA Regional Administrator or designee. Contracted and/or Court Service Delivery shall be based on and adhere to:

(1) For Functional Family Therapy (FFT):

(a) General precepts/practices contained in FFT Initial 3-Day Training;

- (b) Assessment/Reporting Standards contained in FFT 1-Day Systems Training;
- (c) Clinical feedback from FFT Inc. in on-going consultation and site visits; and
- (d) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(2) For Aggression Replacement Training (ART):

- (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
- (b) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings; and
- (c) Feedback from designated ART statewide lead in on-going consultation and site visits.

(3) For Multisystemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by MST Services.

- e. Provide to the JRA and the Washington State Institute for Public Policy (WSIPP) any statistical risk assessment data and program information necessary to assist the WSIPP in developing adherence and outcome standards for measuring effectiveness of treatment programs utilized with youth under the aforementioned sentencing alternatives.
- f. Ensure a culturally diverse population and Tribal/Native representatives have input and involvement in the design and implementation of projects.

**5. Suspended Disposition Alternative (SDA) Services**

a. The Contractor shall:

- (1) Provide a disposition alternative for youth that are subject to a standard range disposition commitment to JRA, and require eligible youth, as defined in RCW 13.40.0357, to comply with one or more local sanctions and any educational or treatment requirement.

b. The Contractors SDA program shall:

- (1) Provide case assessment, case management, and research-based services to offenders that are sentenced to this program which are designed to decrease recidivism, decrease commitments to the JRA, and increase the number of youth who reside in the community and receive local services for up to nine months.
- (2) Ensure youth sentenced to this option, and eligible via the WAJCA risk assessment, participate in research-based best practice programs as identified by the WSIPP.
- (3) Comply with the intervention adherence and outcome effectiveness standards as developed by the WSIPP.
- (4) Provide the level of supervision, monitoring, and service provision based on the WAJCA Risk Assessment Tool, as well as court ordered conditions and established program standards.
- (5) Comply with RCW 13.40.0357.

6. **Mental Health Disposition Alternative (MHDA) Services:**

a. The Contractor shall:

- (1) Provide a MHDA for youth that are subject to a standard range disposition to the JRA and meet the criteria for eligibility as follows;
  - (a) A current diagnosis, consistent with the American Psychiatry Association Diagnostic and Statistical Manual of Mental Disorders, of Axis 1 psychiatric disorder, excluding youth that are diagnosed as solely having a conduct disorder, paraphilia, or pedophilia; and
- (2) Determine if an appropriate treatment option is available in the local community.

b. The Contractor's MHDA program shall:

- (1) Provide treatment programming that identifies and addresses requirements for successful participation and completion of the treatment intervention program as defined in ESSB 5903 Section #4.
- (2) Utilize the approved list of interventions as determined by the WAJCA, JRA, WSIPP, and a representative of the Division of Public and Behavioral Health and Justice Policy at the University of Washington.
- (3) Consider whether the offender and the community will benefit from use of the MHDA and shall consider the victim's opinion whether the offender should receive the option.
- (4) Benefit the offender's family and community.
- (5) Order when appropriate, a comprehensive mental health evaluation to determine if the offender has a designated mental health disorder, and/or a Chemical Dependency Evaluation, to determine if the offender also has a co-occurring chemical dependency disorder. The evaluation shall include at a minimum the following:
  - (a) Offender's version of the facts and the official version of the facts;
  - (b) Offender's offense;
  - (c) Assessment of the offender's mental health, drug-alcohol problems, and previous treatment attempts;
  - (d) Offender's social, criminal, educational, and employment history, along with current living situation; and
  - (e) Offender's amenability to research-based treatment.
- (6) Have the evaluator develop a proposed case management and treatment plan which shall include at a minimum:
  - (a) Availability of treatment;
  - (b) Anticipated length of treatment;
  - (c) Number of proposed treatment interventions and the anticipated sequence of those interventions;
  - (d) Education plan;

- (e) Residential plan; and
  - (f) Monitoring plan.
- (7) Place the offender on community supervision for up to one year, and impose one or more local sanctions to include confinement in a secure county detention facility for up to 30 days and require the offender to participate in the recommended treatment intervention as a condition of the MHDA.
- (a) The 30-day confinement limit for this option shall not include inpatient psychiatric treatment facilities, substance abuse programs, or county group homes, and is specific to secure county juvenile detention centers.
- (8) Obtain monthly reports from the treatment providers on the offender's progress in treatment, and any other material specified by the Contractor at the time of the disposition. The report shall include:
- (a) Dates of attendance;
  - (b) Offender's compliance with requirements;
  - (c) Treatment activities;
  - (d) Medication management;
  - (e) Offender's progress in treatment; and
  - (f) Any other material specified by the Contractor at the time of disposition.
- (9) Ensure all services shall be in compliance with ESSB 5903 Section #4.

**7. Consideration**

- a. Suspended Disposition Alternative (SDA) shall be paid as follows:
  - (1) \$20.00 per day, per youth, for up to nine months of supervision costs.
  - (2) Actual treatment costs of up to \$2,500 per youth served.
- b. Mental Health Disposition Alternative (MHDA) shall be paid as follows:
  - (1) \$20.00 per day, per youth, for up to twelve months of supervision costs.
  - (2) \$10,600 for treatment and assessment costs per youth served.
- c. The statewide maximum consideration shall be determined by the legislative appropriation.
- d. Funding may not be available for youth sentenced to these alternatives after the designated legislative appropriation capacity limit has been reached for FY 2008 and/or FY 2009.
- e. The Contractor shall be eligible for reimbursement for either SDA or MHDA supervision costs, for up to 14 days following a youth being placed on absconder status, a warrant being issued, or for a youth confined beyond 14 days.
- f. The Contractor shall be reimbursed for costs incurred for direct SDA or MHDA treatment services, for youth residing out of state on Interstate Compact Supervision.

- g. Billable days (costs) may begin on the day of disposition, but will not be allowed for the day of discharge or revocation.
- h. The County shall not be reimbursed for supervision costs associated with youth sentenced to Disposition Alternatives subsequent to a JRA commitment, when the alternative runs concurrent to the period of mandatory parole supervision.

## 8. Payment and Billing

- a. The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation within 45 days of the end of the month in which services were provided to the JRA Regional Office, which shall include:
  - (1) Required sentencing worksheets;
    - (a) Worksheets must be received by the JRA Regional Office, with a copy sent to the JRA Central Office in Olympia within 3 working days of sentencing. The Contractor may not be reimbursed for youth sentenced to these alternatives if a sentencing worksheet has not been received by the JRA Region prior to the imposition of the designated state capacity.
  - (2) REB 1 Monthly Reimbursement, Exhibit B, which shall have treatment and supervision costs represented as a separate line items for reimbursement.
  - (3) A-19 Invoice Voucher, along with a REB 1 form detailing actual expenditures.
  - (4) SDA/MHDA Roster Report, as provided by the JRA.
- b. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- c. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- d. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- e. Under no circumstance shall the Contractor bill twice for the same services.
- f. The Contractor shall maintain backup documentation of all costs billed under this contract.
- g. JRA may stop payment to the Contractor, if required reports are delinquent.
- h. JRA will provide regular updates to the contractor regarding the status of the utilization for both options in relation to the statewide capacity limit.

## 9. County Compliance

- a. The County shall comply with all applicable Federal and State laws, pertinent WACs and RCWs, JRA Administrative Policy Bulletins, and other rules, regulations and publications identified throughout the Statement of Work.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.
- c. If the County utilizes subcontractors for the provision of services under this contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this contract. In no event shall the existence of a subcontract

release or reduce the liability of the County for any breach of performance. Subcontractors shall be the agent for the county and agree to hold DSHS-JRA harmless for acts or omissions of the subcontractors.

- d. The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

## 10. Other Provisions

The County shall comply with the following other provisions for all services provided under this Agreement.

- a. **Background Check/Criminal History** - In accordance with Chapters 388-700 WAC (JRA-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JRA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JRA approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
- (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who has reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

- b. **Sexual Misconduct** - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

**11. Items Incorporated by Reference**

- a. RCW's 13.40.500 and 13.40.0357;
- b. 2003 ESSB 5903;
- c. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998;
- d. MHDA Program Interventions List; and
- e. Revised Sentencing Worksheets.

**Exhibit B**

## MONTHLY REIMBURSEMENT

County \_\_\_\_\_

Month/Year \_\_\_\_\_

Sentencing Disposition Alternative (SDA)				
(1)	(2)	(3)	(4)	(5)
Name of Youth	Supervision days Current billing	Supervision Days Case total (up to 9 months)	Treatment Cost Current billing	Treatment Cost Case total (up to \$2,500)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
<p>Supervision Costs    \$ _____    Column (2) total X \$20.00</p> <p>Treatment Costs    \$ _____    Column (4) total</p> <p>SDA Total Costs    \$ _____</p>				



AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 02-04-08 F/C 01-00-08	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT: County Program Agreement with DSHS/JRA Agreement 0863-34090 for Various Service	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By: Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has asked to contract with the Benton-Franklin Juvenile Justice Center to provide various services to youth in their local communities as an alternative to having them committed to the JRA. The attached County Program Agreement outlines Statement of Work for the following programs: Diagnostic Evaluation of Offenders Commitable to the JRA; E3SHB 3900 and Detention Services funds. The term of this agreement is January 1, to June 30, 2009.

**SUMMARY**

The state will pay according to the conditions set in Billing section of each programs' Scope of Work in the County Program Agreement.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement # 0863-34090.

**FISCAL IMPACT**

This is a state contract by which we are reimbursed for services.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Program Agreement for services between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term of January 1, 2008, through June 30, 2009.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND WASHINGTON STATE DEPARTMENT OF SOCIAL & HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement # 0863-34090 between Washington State Department Of Social & Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2008 and terminating on June 30, 2009, **NOW, THEREFORE**

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

DATED this 4<sup>th</sup> day of February 2008  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 28<sup>th</sup> 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



**COUNTY**  
**PROGRAM AGREEMENT**  
**Various Services FY 2008 - 2009**

DSHS Agreement Number

0863-34090

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Division of Community Programs

1122

5000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Victoria Clausung  
Financial Analyst 2

215-A N 3rd Ave

Yakima, WA 98902-2682

DSHS CONTACT TELEPHONE  
(509) 575-2625 Ext:

DSHS CONTACT FAX  
(509) 575-2619

DSHS CONTACT E-MAIL  
clausva@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County

5506 W. Canal Place, #106

Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE  
(509) 736-2722 Ext:

COUNTY CONTACT FAX  
(509) 222-2311

COUNTY CONTACT E-MAIL  
sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE  
1/1/2008

PROGRAM AGREEMENT END DATE  
6/30/2009

MAXIMUM PROGRAM AGREEMENT AMOUNT  
Fee For Service

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

Exhibits (specify): Exhibit A: Statement of Work - Diagnostic Evaluations of Offenders Committable to JRA; Exhibit B: Statement of Work - E3SHB 3900 Funds; Exhibit C: Statement of Work - Detention Services; Exhibit D: Other Provisions

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)

*Sharon Paradis*

PRINTED NAME(S) AND TITLE(S)

Juvenile Court Administrator, Sharon A. Paradis

Benton County Commissioner, Claude Oliver, Chairman

Franklin County Commissioner Robert E. Koch, Chairman

DATE(S) SIGNED

1/18/2008

DSHS SIGNATURE

PRINTED NAME AND TITLE

Del R. Hontanosas  
Grants and Contract Manager

DATE SIGNED

APPROVED AS TO FORM:

*Sarah Perry*

Benton County Civil Prosecutor, Sarah Perry

1/15/08

Agreed Review Performed by Benton County

Franklin County Civil Prosecutor, Ryan Verhulst

N/A

**DIAGNOSTIC EVALUATIONS OF OFFENDERS COMMITTABLE TO JRA  
STATEMENT OF WORK**

**PURPOSE:**

The purpose of this contract is to contract with county juvenile courts to perform diagnostic evaluations on youth committable to the JRA. Diagnostic evaluations are defined in the JRA Diagnostic Standards.

**1. Services Provided.**

- a. The County diagnostic program shall gather information and conduct evaluations to identify appropriate custody and treatment for each offender who is committable to the JRA.
- b. Fees paid for diagnostic services shall include all associated detention costs and other evaluations conducted.
- c. In addition to the compliance requirements mutually established in the General Terms and Conditions, the County diagnostic program shall comply with JRA Diagnostic Standards, Diagnostic Manual, Bulletins, and Rehabilitation Model; as well as publications identified throughout this Statement of Work.
- d. The County diagnostic program shall participate in statewide and regional training regarding changes to the diagnostic program and juvenile justice programming, as specified by the JRA.
- e. JRA may refuse, at the discretion of the Superintendent or Regional Administrator, to transport or admit an offender to a JRA facility, if all diagnostic tasks specified within this statement of work are not completed.

**2. Specific Services to be Provided.**

The County shall provide specific services, which include:

- a. Review and compilation of documents which will be summarized in a Client History Review;
- b. Review of the court order for accuracy, ensuring consistency with the Sentencing Worksheet;
- c. Face- to- face interviews with the offender and family, and phone interviews with other involved parties; document reasons why if unable to meet with family face-to face;
- d. Accurate completion of JRA Initial Security Classification Assessment (ISCA) and compliance with JRA policy for exceptions or overrides to the ISCA;
- e. Timely and accurate JRA Automated Client Tracking (ACT) entries, to be made directly or through the protocol established with the JRA Regional office at the discretion of the JRA Regional Administrator or designee, to secure JRA placement and serial number;
- f. Complete risk assessment, mental health, and drug/alcohol screens;
- g. Compliance with special requirements for sexual, violent, stalking, and short-term offenders as well as offenders who may be eligible for the JRA Basic Training Camp or other specialized treatment programming;

- h. Transition services to assigned residential facility or JRA parole, to include arranging transportation, contacting the residential facility's intake personnel and the Regional office for youth on parole;
- i. Initiation of subpoenas or requests for school records, and follow up by forwarding any school material received to the residential placement and Regional office;
- j. Deliver diagnostic package and JRA case file to the residential facility, along with the offender; Arrange transportation and notify Institution/transportation if youth requires accommodation i.e. severe mental health issues, transporting with co-defendants/victims. Note: The Diagnostic package is the JRA case file, unless the youth is a re-commit, then the file comes from the Regional Office;
- k. Mail a duplicate copy of the diagnostic package to the Regional office; and
- l. Act as spokesperson for the JRA during the juvenile court proceedings regarding JRA programs.

**3. Billing.**

- a. Upon receipt of a complete diagnostic package, the County shall receive payment as follows:
  - (1) For FY08 and FY09 the County shall receive **\$1,000.00** per full diagnostic assessment. Eligible youth include:
    - (a) Youth receiving a first time commitment to the JRA; and
    - (b) Youth re-committed to the JRA, which have been out of a JRA residential program for six months or more.
  - (2) For FY08 and FY09 the County shall receive **\$600.00** per partial diagnostic assessments. Eligible youth include:
    - (a) Youth re-committed to the JRA which have been out of a JRA residential program for six months or less;
    - (b) Youth revoked from the Special Sex Offender Disposition Alternative (SSODA); and
    - (c) Youth revoked from the Chemical Dependency Disposition Alternative (CDDA).
  - (3) For FY 08 and FY 09 the County shall receive **\$80.00** per diagnostic assessments for youth receiving non-residential commitments (i.e. time served) and multiple detention sentences. The limited diagnostic package shall include:
    - (a) Client History Review;
    - (b) Initial Security Classification Assessment;
    - (c) Automated Client Tracking (ACT) entry; and
    - (d) JRA case file.
  - (4) The County shall not conduct evaluations on offenders who receive an additional commitment to JRA while already serving a commitment in JRA.
  - (5) JRA shall not pay for post-disposition diagnostic evaluations on youth not committed to JRA.

- b. The County shall submit an A-19 Invoice Voucher to JRA within 45 days of the end of each month, for services provided, and shall provide a list of offender names who received diagnostic evaluations for which payment is requested.
- c. JRA may withhold payment if diagnostic packages are incomplete.
- d. If the County bills and is paid fees for services that JRA later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JRA shall recover fees and the County shall fully cooperate.
- e. If the County utilizes subcontractors for the provision of services under this contract, the County must notify JRA and maintain sufficient documentation to verify the subcontractors meets all the requirements under this contract. In no event will the existence of a subcontract release or reduce the liability of the County for any breach of performance.
- f. The County shall accept this payment as sole and complete remuneration for services provided to offenders under this contract including costs associated with detention and the subpoenas necessary to obtain school records. This does not preclude the County from seeking other funding sources.
- g. The County shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- h. Under no circumstance shall the County bill twice for the same service.

**4. Items Incorporated by Reference.**

- a. JRA Bulletins;
- b. JRA Diagnostic Standards;
- c. JRA Predisposition Manual; and
- d. JRA Rehabilitation Model.

**E3SHB 3900 FUNDS  
STATEMENT OF WORK**

**Purpose:**

As mandated by the Washington State Legislature, the purpose of this contract is to pass through funding to county juvenile courts for the sole purpose of addressing the impacts of Juvenile Justice Bill, E3SHB3900, passed by the 1997 legislature. The county funding distribution is based on the Consolidated Juvenile Services (CJS) At-Risk formula provided by the Washington Association of Juvenile Court Administrators (WAJCA).

**5. Compensation.**

Maximum consideration for this statement of work shall not exceed **\$128,230** for FY 2008 and **\$129,996** for FY 2009 for a total maximum consideration of **\$258,226**.

**6. Billing.**

- a. The County shall submit a properly completed A-19 Invoice Voucher with supporting documentation to JRA within 45 days of the end of each month.
- b. The County shall bill JRA in twelve equal installments each fiscal year.
- c. The County shall maintain back-up invoices and other documentation to link expenditures to the legislative impacts of E3SHB3900.

**DETENTION SERVICES  
STATEMENT OF WORK**

**PURPOSE:**

The purpose of this contract is to contract with county juvenile courts to provide secure detention services to youth pending transportation to a JRA residential facility.

**1. Services Provided.**

The County shall provide detention center services including custody, supervision, education, recreation, and care for all residential youth pending transportation return to a JRA residential facility.

**2. Compliance.**

If the County utilizes subcontractors for the provision of services under this contract, the County must notify JRA in writing and maintain sufficient documentation to verify that the subcontractor meets all the requirements under this contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

**7. Billing.**

- a. The County shall be reimbursed at the rate of **\$100.00** per day, per youth.
- b. The County shall submit a properly completed A-19 Invoice Voucher with supporting documentation to JRA within 45 days of the end of the month in which services were provided. Supporting documentation shall include:
  - (1) Name of youth,
  - (2) Date of admission to detention,
  - (3) Date of release from detention, and
  - (4) Number of billable days.
- c. If the County bills and is paid fees for services that JRA later finds were either 1) not delivered, or 2) not delivered in accordance with this contract or contract attachments, JRA shall recover said fees and the County shall fully cooperate.
- d. The County shall accept this payment as sole and complete remuneration for services provided to offenders under this contract. This does not preclude the County from seeking other funding sources.
- e. The County shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- f. Under no circumstances shall the County bill twice for the same service.

## JUVENILE REHABILITATION ADMINISTRATION (JRA) OTHER PROVISIONS FOR SERVICES

The County shall comply with the following other provisions for all services provided under this Agreement. For purposes stated in the following provision, the County is hereby referred to as Contractor.

1. **Background Check/Criminal History** - In accordance with Chapters 388-700 WAC (JRA-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JRA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JRA approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- a. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- b. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
- c. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who has reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

2. **Sexual Misconduct** - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- a. Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- b. Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> 2/04/08 <b>Subject:</b> Human Services Deputy Director Position <b>Prepared by:</b> <u>M. Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing <u>  X  </u> 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

The Benton and Franklin County Commissioners approved a Human Services Deputy Director position in the Human Services 2008 Budget. The Director of Human Services would like to request that a temporary grade of 21 on the bi-county non-bargaining salary scale be approved for the position of Human Services Deputy Director. This salary has been approved in the 2008 budget.

**SUMMARY**

See above.

**RECOMMENDATION**

Approve resolution.

**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 ESTABLISHING A SALARY GRADE FOR THE HUMAN  
SERVICES DEPUTY DIRECTOR IN THE HUMAN SERVICES DEPARTMENT**

**WHEREAS**, the County Commissioners of Benton and Franklin Counties, the duly constituted legislative authority having budgetary responsibilities for the Benton and Franklin Counties Human Services Department, and

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

**WHEREAS**, that Resolution includes a process for “new” position and/or substantially changed position (re)classification/grade requests to be processed for a determination by the Board of Benton County Commissioners; and

**WHEREAS**, the Board of Benton County Commissioners has suspended the Non-Bargaining Position Evaluation Committee; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby establishes a temporary grade of 21 on the bi-county non-bargaining salary schedule to the Human Services Deputy Director; and

**BE IT FURTHER RESOLVED**, that the position of Human Services Deputy Director 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 and Franklin County do hereby approve the creation of the Human Services Deputy Director, established

at a Grade 21 on the Bi-County non-bargaining salary scale; as approved under the 2008 Benton County and Franklin County Human Services Department Budget.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**BENTON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Claude Oliver, Chairperson

\_\_\_\_\_  
Max Benitz, Member

Attest:

\_\_\_\_\_  
Leo Bowman, Member

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

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Robert Koch, Chairperson

\_\_\_\_\_  
Neva Corkrum, Member

Attest:

\_\_\_\_\_  
Richard Miller, Member

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

BENTON COUNTY CLASSIFICATION DESCRIPTION  
HUMAN SERVICES DEPUTY DIRECTOR

1/2008

Page 1

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Title: Human Services Deputy Director

Department: Human Services

Reports To: Director of Human Services

Supervises: Program Specialists in the areas of Substance Abuse and Prevention, Developmental Disabilities, Mental Health and Housing, and the Financial Administrator

**SUMMARY:**

Plans, organizes and manages human services programs and subcontractors for Benton and Franklin Counties. Designs, develops, and implements programs including developmental disabilities, mental health, substance abuse, prevention and housing programs.

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

Manages assigned programs and subcontractors to achieve goals with budgeted funds and available personnel; plans and organizes workloads and staff assignments, monitors program progress, makes changes as needed to meet department goals.

Assigns, supervises and evaluates the work of assigned staff; advises, assists and trains subordinates as necessary. Conducts performance evaluations, and initiates and implements disciplinary actions as warranted. Provides training and technical assistance.

Develops, recommends, and implements human services program policy and procedure to assure efficient and effective operation in compliance with department goals and objectives; assists local agencies in the implementation of their performance contracts.

Oversees or performs the monitoring of subcontractors and programs to assure effective human services programs and compliance with contracts, rules and regulations. Participates in developing and negotiating plans, applications, and contracts. Provides advice to subcontractors in renegotiating and adjusting contract provisions.

Designs, develops, and implements developmental disabilities, mental health, substance abuse, prevention and housing programs. Participates in the design of the mental health crisis response system. Supervises the residential development required in the mental health system.

Provides direction for program planning efforts. Evaluates and recommends improvements for programs; identified new opportunities for human services programs.

BENTON COUNTY CLASSIFICATION DESCRIPTION  
HUMAN SERVICES DEPUTY DIRECTOR

1/2008

Page 2

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Develops and maintains systems and records that provide for proper evaluation, control and documentation of assigned operations. Participates in program budget development; writes grants as necessary.

Represents the agency in various networks, committees, and meetings.

Resolves inquiries, complaints, problems, or grievances affecting the availability or quality of programs.

Performs other related duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Knowledge of practices, principles, and procedures of human services systems and Washington State service delivery systems.

Knowledge of practices and procedures involved in planning, development, and administration of federally funded programs.

Knowledge of the problems and needs of individuals and groups utilizing human services programs.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of legal requirements, regulations and laws applicable to assigned programs.

Ability to monitor work schedules and evaluate the work of subordinates.

Ability to establish and maintain effective working relationships with employees, other agencies and the general public.

Ability to communicate effectively, both orally and in writing.

**EDUCATION AND EXPERIENCE:**

Bachelor's degree in Public Administration, Social Services or related field. Four years human services experience including supervisory, budgeting, contracting, fiscal and program management.

**LICENSES, CERTIFICATES & OTHER REQUIREMENTS:**

Valid Washington State Driver's License



# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SELECTING A CONSULTANT TO PROVIDE SERVICES RELATED TO THE COMPLETION OF THE BENTON COUNTY ZONING, SUBDIVISION, SHORT PLAT SUBDIVISION AND BINDING SITE PLAN ORDINANCES NECESSARY TO IMPLEMENT THE BENTON COUNTY COMPREHENSIVE PLAN ADOPTED IN ACCORDANCE WITH THE WASHINGTON STATE GROWTH MANAGEMENT ACT (RCW 36.70A.130)

WHEREAS, A Request for Qualifications was published in the Tri-City Herald on December 2, 2007; and

WHEREAS, there was a review committee consisting of representatives from the Benton County Planning Department; and

WHEREAS, five firms submitted qualifications, and

WHEREAS, the review committee recommended the selection of Kask Consulting, Inc., based on the strength of both written and oral presentations and fee; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners hereby agree to execute and to direct delivery of the attached agreement with Kask Consulting, Inc. to provide services related to the completion of the Benton County Zoning, Subdivision, Short Plat Subdivision and binding site plan ordinances necessary to implement the Benton County Comprehensive Plan adopted in accordance with the Washington State Growth Management Act (RCW 36.70A.130).

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/djh

CC: Planning Department/PA's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	Consent Agenda	X
MTG. DATE: 02-04-08 SUBJECT: Consultant Contract, Planning Dept. MEMO DATE: 01-29-08 Prepared By: Phil Mees Reviewed By: Terry A. Marden	Execute Contract    X Pass Resolution     X Pass Ordinance Pass Motion Other	Public Hearing 1st Discussion 2nd Discussion Other	

**BACKGROUND INFORMATION**

The Board of County Commissioners has authorized the expenditure of up to \$30,000 by the Benton County Planning Department for the hiring of a consultant to assist the Department in the preparation of hearing drafts of revised and updated zoning, short plat and subdivision ordinances.

**SUMMARY**

Per the Board's direction the Planning Department advertised for qualifications and proposals to undertake the contract. After review of the submittals, Kask Consulting Inc. was selected for interview. Based upon the responsive of the Kask submittal to the needs of the County as described in the County RFQ, and on the showing by Kask of extensive work experience in the development of ordinances for numerous planning jurisdictions, Kask was selected to perform the contract.

Both Kask and County staff have conferred and agreed on the format and content of the contract, which has been approved as to form by the County Prosecuting Attorney's office.

**RECOMMENDATION**

Staff recommends that that the Board approves and executes the attached contract with Kask Consulting Inc.

**FISCAL IMPACT**

The expenditure of \$26,000 that has been budgeted by the Board for the specific tasks described in the contract.

**MOTION**

The Board of Commissioners approves the attached Resolution authorizing the contract with Kask Consulting Inc.

## PERSONAL SERVICES CONTRACT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and KASK CONSULTING, INC., a Washington corporation with its principal offices at 8 Lindley Road, Mercer Island, Washington 98040 (hereinafter "CONTRACTOR").

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

### 1. CONTRACT DOCUMENTS

This Contract consists of the following additional documents:

- a. Exhibit A, Scope of Work.

### 2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire 120 days from that date. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

### 3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth on Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR: Mart Kask  
Kask Consulting, Inc.  
8 Lindley Road  
Mercer Island, Washington, 98040
- b. For COUNTY: Mike Shuttleworth, Senior Planner  
Benton County Planning Department.  
PO Box 910  
Prosser, WA 99350

**5. COMPENSATION**

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

- a. CONTRACTOR shall be paid One Hundred and Five Dollars (\$105.00) per hour for work under this Contract; provided, the hourly payments shall not exceed Twenty Six Thousand Dollars (\$26,000.00) and no hourly payments shall be required for time spent by CONTRACTOR traveling in connection with this Contract. The hourly rate payments (subject to the fixed fee maximum amount) are intended to be the sole payments to CONTRACTOR, and CONTRACTOR shall not receive reimbursement for costs, overhead, materials, travel expenses, etc.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty Six Thousand Dollars (\$26,000.00).
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR shall submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall detail the time CONTRACTOR performed work for the COUNTY during the billing period and the nature of such work. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of invoice.
- e. The COUNTY is not obligated to pay CONTRACTOR for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY; provided, partial payments by the COUNTY during this Contract shall not be deemed acceptance of the final work product.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to

be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

## **6. AMENDMENTS AND CHANGES IN WORK**

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

## **7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not

limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

## **8. INSURANCE**

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

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

- b. **Commercial General Liability and Employer's Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employer's 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.

- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than five hundred thousand dollars (\$500,000) 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.
- 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 CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
  - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
  - (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (5) The CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  - (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

- (7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
- e. Verification of Coverage and Acceptability of Insurers: All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Bests Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. CONTRACTOR shall not cancel or allow any insurance contract required under this Contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.
  - (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
  - (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
  - (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
  - (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

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

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

**9. TERMINATION**

- a. The COUNTY or the CONTRACTOR may terminate this Contract at any time and for any reason by submitting written notice to the other party via certified mail at least fourteen (14) days prior to the specified effective date of such termination. In the event of a termination under this provision, the COUNTY shall pay the CONTRACTOR for all services performed by the CONTRACTOR in performing the Contract prior to the date of receipt of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. The COUNTY may also terminate this Contract by submitting written notice via certified mail at least seven (7) days prior to the effective date of termination if CONTRACTOR breaches any of its obligations hereunder or otherwise fails to timely or satisfactorily perform. In the event of a termination under this provision, the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by CONTRACTOR, and the COUNTY may withhold any payment to the CONTRACTOR for the purposes set forth until such time as the exact amount of damages due the COUNTY from the CONTRACTOR are determined.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**WAIVER OF RIGHTS**

Parties agree that the excuse or forgiveness of performance, or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, nor the right of the waiving party to enforce any of the provisions of this Contract at a later date. Any provision(s) of this Contract shall be in writing and in the absence of such, any action shall be construed to be such a waiver.

**INDEPENDENT CONTRACTOR**

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

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

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 attempt to be or act or purport to act as an employee, agent, or representative of the COUNTY.

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.

CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

**COMPLY WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

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

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall, at the request of the COUNTY, maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

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

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

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

**25. SURVIVABILITY**

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

**26. LITIGATION HOLD NOTICE**

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

**27. PUBLIC RECORDS ACT**

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

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

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

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

**BENTON COUNTY BOARD OF  
COMMISSIONERS**

**CONTRACTOR  
KASK CONSULTING, INC.**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mart Kask, Principal

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk to the Board

Approved as to Form:

\_\_\_\_\_, Deputy  
Prosecuting Attorney

## Approach

### Personnel

If Kask Consulting, Inc. were to be selected for this assignment, Mart Kask would be the sole researcher, writer, attendee at the public meetings and the single contact person with Benton County planning staff.

### Scope of Work

**Task 1 – Project launch meeting.** Shortly after approval of the contract by Benton County Commissioners, Mart Kask will meet in Prosser with Benton County planning staff. Issues to be discussed are legal format, electronic format, timing, review meetings with the planning and legal staffs, and other procedural matters. The consultant is handed copies of the work done to date by the planning staff, a copy of the Comprehensive Plan, the County-wide planning policies, the existing development code and any other material determined to be pertinent to this work assignment. The product of this task is a memorandum on what was discussed, what was handed to the consultant and what additional areas needed further research.

**Task 2 - Conduct a review of existing ordinances.** The consultant will review existing draft ordinances supplied by the planning staff for form and substance, including consistency with the County's comprehensive plan. The existing ordinances include zoning, subdivision, short plat subdivision, and binding site plan. The consultant will work with the planning and legal staffs to further revise the draft ordinances until in a form deemed acceptable by the planning and legal staffs and ready for review and comment at public workshops. The consultant will meet periodically with the planning and legal staffs, at Prosser, to review the work done by the consultant. Dates, times and locations for the public participation workshops will be set. The product of this task is a series of draft ordinances, submitted periodically (once a week) to the planning and legal staffs for their review and comment, followed by final draft that is determined by the planning and legal staffs to be ready for review by the public in a series of public participation workshops.

**Task 3 – Public participation workshops.** With the planning staff assistance, hold evening public participation workshops in each of four locations in the County (for a total of four evening workshops). In consultation with the county planning and legal staffs, the consultant will then further revise the draft to respond to the public comment, while maintaining compliance with GMA and the County's Comprehensive Plan, and any other revisions needed to make the drafts for hearing before the Planning Commission. County staff resources will be available to assist in scheduling, venues, notice, coordination, and facilitation of the four workshops. The product of this task is a set of ordinances (chapters) that have been approved by the planning and legal staffs as being ready to be presented for public hearing before the Planning Commission.

## **Communications and Meetings**

The communications between the consultant and the planning staff will be by e-mail, telephone, written memoranda and by person to person meetings. The meetings shall take place in the offices of the planning staff at Prosser. All review reports will be submitted by the consultant both in written format and in electronic format on CDs. The electronic software format is to be determined by the planning staff.

## **Delivery of Work Products**

The consultant is committed to deliver the final work product within 100 days of the effective date of the contract. The planning staff may extend the time of delivery 20 days beyond the consultant committed 100 day delivery period. Interim reports and draft reviews will be submitted by the consultant to the planning staff as they are readied for review.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	February 4, 2008	Execute Contract	<u>  X  </u>
Subject:	Amendment I to 2007-09 Road Department CBA	Pass Resolution	<u>      </u>
		Pass Ordinance	<u>      </u>
Prepared by:	Sarah Perry	Pass Motion	<u>      </u>
Reviewed by:		Other	<u>      </u>
		Consent Agenda	<u>  X  </u>
		Public Hearing	<u>      </u>
		1st Discussion	<u>      </u>
		2nd Discussion	<u>      </u>
		Other	<u>      </u>

**BACKGROUND INFORMATION**

Before the Board for approval and signature is Amendment I to the 2007-2009 Road Department Collective Bargaining Agreement (CBA). The Board has previously approved and signed the 2007-2009 CBA. It is the intent of the parties to the CBA to clarify the terms of Section 27.1 in the CBA.

**RECOMMENDATION**

Approve and sign Amendment I to the 2007-2009 Road Department CBA.

**MOTION**

Move to approve Amendment I to the 2007-2009 Road Department CBA.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE 2007-2009 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING THE ROAD DEPARTMENT EMPLOYEES

WHEREAS, the Board of Commissioners has previously approved and signed the 2007-2009 Collective Bargaining Agreement (CBA); and

WHEREAS, it is the intent of the parties to the CBA to clarify the terms of Section 27.1 in the CBA; NOW THEREFORE,

BE IT RESOLVED, that the Board of Commissioners approve Amendment I to the CBA and are authorized to sign the same.

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

Original: Teamsters Local 839; Sarah Perry; Commissioners  
c: Ross Dunfee, Personnel, Payroll, David Sparks

AMENDMENT I  
to  
2007 - 2009 AGREEMENT  
Between  
BENTON COUNTY  
and  
TEAMSTERS LOCAL NO. 839,  
WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION  
Representing ROAD DEPARTMENT EMPLOYEES

Benton County and Teamsters Local 839 hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2007, through December 31, 2009, as follows:

1. Section 27.1 is amended to read as follows:

27.1 *The Employer agrees to reimburse each employee up to one hundred fifty-five dollars (\$155.00) per calendar year for the purchase or repair of one pair of work boots that must be worn by the employee at work, as follows:*

A. Current Employees: *Current employees are eligible for reimbursement for boots purchased or repaired in January of each year, provided that employees submit receipts for reimbursement on or before January 31.*

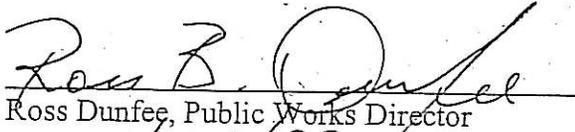
B. New Employees: *New employees are eligible for reimbursement for boots purchased or repaired during the first 30 days of employment, provided that employees submit receipts for reimbursement on or before the thirtieth day of employment.*

2. No other language in the CBA is amended or intended to be changed or modified.
3. Except as otherwise stipulated above, this Amendment is effective as of January 1, 2008.

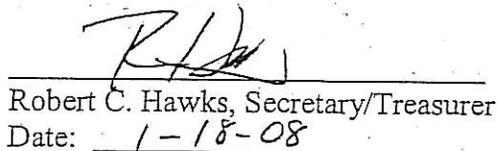
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY PUBLIC WORKS

TEAMSTERS LOCAL NO. 839

  
\_\_\_\_\_  
Ross Dunfee, Public Works Director

Date: 1/24/08

  
\_\_\_\_\_  
Robert C. Hawks, Secretary/Treasurer

Date: 1-18-08

BOARD OF BENTON COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

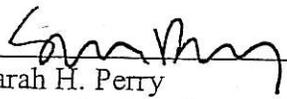
\_\_\_\_\_  
Member

Constituting the Board of  
Benton County Commissioners

Attest:

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

Approved as to form:

  
\_\_\_\_\_  
Sarah H. Perry  
Deputy Prosecuting Attorney



PHUKET THAI CUISINE  
1407 N YOUNG ST HO  
KENNEBICK WA 99336  
509-783-6606

Merchant ID: 000002901505  
Term ID: 00261611 Ref #: 0005

Sale

XXXXXXXXXXXX0271

VISA Entry Method: Swiped

Amount: \$ 22.06

Tip: 3.50

Total: \$ 25.56

12/07/07 13:23:23

Inv #: 000005 App. Code: 090000

Approved: Online Batch#: 000192

Customer Copy

*Claude/Ross Dunfee*

*Claude Oliver*

*Meal  
breakdown*

2 buffets

22.06  
+ 3.50  
-----  
25.56 m  
- 2  
-----  
\$ 12.78 ea.

*Public Wrks  
Issues*

Meal tax \_\_\_\_\_ = Jan payroll = Claude  
meal tax \_\_\_\_\_ = Jan payroll = R. Dunfee

# RESOLUTION

Y

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF B.C. WATER COMPANY, LLC FOR A FRANCHISE TO CONTINUE A DOMESTIC WATER AND IRRIGATION DISTRIBUTION SYSTEM IN COUNTY ROADS

WHEREAS, B.C. Water Company, LLC has applied for a franchise to continue an existing domestic water and irrigation distribution system in County roads, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, February 25, 2008 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 4<sup>th</sup> day of February 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Return to:  
Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350

2

## RESOLUTION

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

AMENDING RESOLUTION 08-154

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND  
ABANDONMENT OF A PORTION OF COUNTY ROAD RIGHT OF WAY OF  
EAST 45<sup>th</sup> 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 45<sup>th</sup> Avenue lying westerly South Oak Street and northerly of existing East 45<sup>th</sup> 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 Kataroff 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. Kataroff 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. Kataroff 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. Kataroff to sell vacated right of way. Mr. Kataroff 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 45<sup>th</sup> Avenue;
4. Deny the vacation and lease the right of way to Mr. Kataroff;
5. Deny the vacation and retain all of the right of way.

WHEREAS, Mr. Kataroff 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 Southeast ¼ of the Southeast ¼ 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° 58'00" West 725.00 feet; thence North 00°39'00"E 70.00 feet to the True Point of Beginning; thence North 00° 39'00" East 24.58 feet; thence North 81° 35' 40" East 309.53 feet; thence South 00°02'00" West 70.0 feet; thence North 89°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

aa

Exhibit "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be will be seal coating County roads in the Prosser area as a part of the Bituminous Surface Treatment 2008 program, and

WHEREAS, the City of Prosser desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Prosser, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser and Benton County for the Bituminous Surface Treatment 2008 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 4<sup>th</sup> day February 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Return to: Benton County Engineer  
P.O. Box 1001  
Prosser, WA 99350

**INTERLOCAL COOPERATION AGREEMENT  
BITUMINOUS SURFACE TREATMENT 2008**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Prosser whose address is 601 7<sup>th</sup> Street; Prosser, Washington, 99350 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "A"**, in conjunction with Benton County's 2008 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
  - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
  - C. The execution of the Bituminous Surface Treatment 2008 contract and administration oversight of contract implementation.

- D. The submission to the City of a certified statement setting forth all of Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
  - E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
  - F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.
- 2. Responsibilities of the City of Prosser:** The City shall have the following duties and responsibilities under this Agreement:
- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
  - B. Pay directly to Benton County all amounts set forth in certified statements of Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
  - C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed, patched, and power broomed prior to the bituminous surface treatment options. This work shall be completed by May 1, 2008.
  - D. City maintenance forces shall locate and cover all City monuments, manholes, water/sewer valves, and irrigation valves during the bituminous surface treatment operations for the roads listed in **Exhibit "A"**.
  - E. City maintenance forces shall perform all post power brooming operations on the city streets upon completion of the bituminous surface treatment operations. Benton County will notify the City when the streets are ready for post power brooming.
- 3. Representation, Warranties, and Indemnities:**
- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2008 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2008 contract regardless of whether any dispute may arise with said contractor.

- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2008 contract regardless of whether any dispute may arise with said contractor.
- C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, Benton County shall indemnify the City for any damages recovered from the performance bond of the contractor.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2008.
5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement, including **Exhibit "A"** and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

**10. Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

**11. Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

**12. Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

To City of Prosser:

City of Prosser  
601 7<sup>th</sup> Street  
Prosser, WA 99350

**13. Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Prosser and with the Benton County Auditor.

**14. Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER,  
WASHINGTON

BENTON COUNTY,  
WASHINGTON

By: Paul Veeden  
Mayor

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

Attest:

Attest:

[Signature]  
City Clerk

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

Date: 1/23/2008

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

Approved as to form:

Approved as to form:

[Signature]  
Attorney, City of Prosser

\_\_\_\_\_  
Benton County Prosecuting Attorney

Date: 1/23/2008

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

**Exhibit "A"**

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>(Mi)</b>
Alexander Court	Wine Country Road	Paterson Road	0.530
Benson Avenue	Meade Avenue	Cherry Lane	0.580
Brock Court	Highland Drive	Meade Avenue	0.060
Cherry Lane	Miller Court	Benson Court	0.090
Elwood Street	Alexander Court	West to End	0.130
Ford Street	Parkside Drive	Highland Drive	0.190
Highland Drive	Meade Avenue	SR 22 Right of Way	0.760
Luther Lane	Highland Drive	Highland Drive South	0.090
Memorial Street	Highland Drive	Paterson Road	0.400
Mercer Court	Wine Country Road	Highland Drive	0.180
Miller Avenue	Mercer Court	Cherry Lane	0.390
Parkside Drive	Paterson Road	Parkside Drive/Ford Street	0.190
Parkside Drive	Stadium Entrance	Memorial Street	0.080
Sommers Avenue	7 <sup>th</sup> Street	Memorial Street	0.130
Claire Street	Paterson Road	Sunset Drive	0.090
Nell Street	Paterson Road	Sunset Drive	0.050
Paterson Road	Memorial Street	SR 22 Right of Way	0.720
Playfield Street	Playfield Street/Sunset Drive	Paterson Road	0.050
Sunset Drive	Playfield Street	Paterson Road	0.410

City of Prosser, WA  
Resolution 08-1233  
Exhibit "B"

**IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON  
COUNTY TO SEAL COAT ROADS**

WHEREAS, Benton County will be seal coating County roads in the Prosser area as a part of the Bituminous Surface Treatment 2008 program, and

WHEREAS, the City of Prosser desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

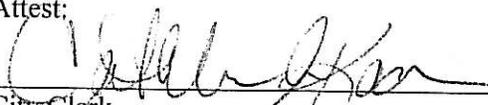
WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Prosser, and

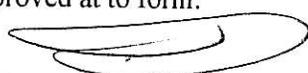
WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement,  
NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser and Benton County for the Bituminous Surface Treatment 2008 is hereby approved and the Mayor is authorized to sign said agreement.

Dated this 22nd day January, 2008.

  
\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved at to form:  
  
\_\_\_\_\_  
City Attorney

**Exhibit "C"**

**RESOLUTION**

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

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be seal coating County roads in the Prosser area as a part of the Bituminous Surface Treatment 2008 program, and

WHEREAS, the City of Prosser desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Prosser, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser and Benton County for the Bituminous Surface Treatment 2008 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Exhibit "C"

bb

**RESOLUTION**

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

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be will be seal coating County roads in the Kennewick area as a part of the Bituminous Surface Treatment 2008 program, and

WHEREAS, the City of Kennewick desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Kennewick, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Kennewick and Benton County for the Bituminous Surface Treatment 2008 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 4<sup>th</sup> day February 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:SWB

Return to: Benton County Engineer  
P.O. Box 1001  
Prosser, WA 99350

**INTERLOCAL COOPERATION AGREEMENT  
BITUMINOUS SURFACE TREATMENT 2008**

THIS AGREEMENT is made and entered into this 15 day of January, 2008, by and between the City of Kennewick whose address is P.O. Box 6108, Kennewick, Washington, 99336 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "A"**, in conjunction with Benton County's 2008 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
  - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
  - C. The execution of the Bituminous Surface Treatment 2008 contract and administration oversight of contract implementation.

- D. The submission to the City of a certified statement setting forth all of Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
- E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
- F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.

**2. Responsibilities of the City of Kennewick:** The City shall have the following duties and responsibilities under this Agreement:

- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
- B. Pay directly to Benton County all amounts set forth in certified statements of Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
- C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed, patched, and power broomed prior to the bituminous surface treatment options. This work shall be completed by May 1, 2008.
- D. City maintenance forces shall locate and cover all City monuments, manholes, water/sewer valves, and irrigation valves during the bituminous surface treatment operations for the roads listed in **Exhibit "A"**.
- E. City maintenance forces shall perform all post power brooming operations on the city streets upon completion of the bituminous surface treatment operations. Benton County will notify the City when the streets are ready for post power brooming.

**3. Representation, Warranties, and Indemnities:**

- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2008 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2008 contract regardless of whether any dispute may arise with said contractor.

- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2008 contract regardless of whether any dispute may arise with said contractor.
- C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, Benton County shall indemnify the City for any damages recovered from the performance bond of the contractor.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2008.
5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement, including Exhibit "A" and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

**10. Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

**11. Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

**12. Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

To City of Kennewick:

City of Kennewick  
P.O. Box 6108  
Kennewick, WA 99336

**13. Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Kennewick and with the Benton County Auditor.

**14. Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF KENNEWICK,  
WASHINGTON

BENTON COUNTY,  
WASHINGTON

By:   
Mayor JAMES R. BEAVER

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

Attest:

Attest:

  
City Clerk VALERIE J. LOFFLER

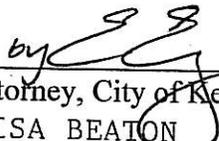
\_\_\_\_\_  
Clerk of the Board

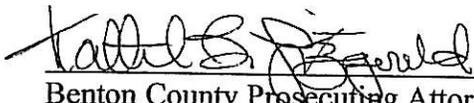
Date: 1-15-08

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

Approved as to form:

Approved as to form:

by   
Attorney, City of Kennewick  
LISA BEATON  
Date: 1/16/08

  
Benton County Prosecuting Attorney  
Date: 01/25/08



**Exhibit "B"**

CERTIFICATION

I, Valerie J. Loffler, duly appointed City Clerk of the City of Kennewick, Washington, do hereby certify that the following is a true and correct excerpt of the Minutes of the Kennewick City Council Meeting held on the 15th day of January 2008 describing adoption of a motion to authorize the Mayor to sign a 2008 Interlocal Cooperation Agreement with Benton County to provide the Bituminous Surface Treatment to city streets.

DATED this 16th day of January 2008.

  
Valerie J. Loffler, City Clerk

**CONSENT AGENDA**

Mrs. Price moved, seconded by Mr. Parish, to approve the Consent Agenda as presented. The motion carried unanimously.

- a. Minutes of Regular Meeting of January 2, 2008
- b. City of Kennewick Claims Roster dated December 28, 2007
- c. Payroll Roster dated January 15, 2008
- d. Washington State Liquor Control Board: none
- e. Motion to authorize the Mayor to sign a Supplemental Consulting Agreement with ALSC Architects, Inc. to provide additional engineering services for the Adaptive Reuse of the Dan Frost Municipal Services Building, various projects at the East 10<sup>th</sup> Avenue Shops, and City Hall Office Reorganization
- f. Motion to accept the work of Inland Asphalt, Inc. under Contract P0408-06, SR 395/27<sup>th</sup> Avenue & 36<sup>th</sup> Avenue Improvements, in the amount of \$1,601,245.71
- g. Motion to accept the work of Inland Asphalt, Inc. under Contract P0702-07, Hansen Community Park, in the amount of \$187,628.66
- h. Motion to authorize the Mayor and City Clerk to sign a License Agreement with Coldwell Banker – Tomlinson Associated Brokers
- i. Motion to accept the work of Industrial Constructors, Inc. under Contract P0616-07, Vandalism Abatement, in the amount of \$35,977.33
- j. Motion to accept the GMA Competitive Grant and authorize staff to sign the Contract with CTED
- k. Motion to approve the Municipal Services Department's Small Works Roster Project List for the Year 2007
- l. Motion to authorize the Mayor to sign Department of Ecology Grant Agreement No. G0800352
- m. Motion to authorize the Mayor to sign a Public Works Trust Fund Loan Amendment for design of the Wastewater Treatment Plant Improvements
- n. Motion to authorize the Mayor to sign the Interlocal Agreement with Benton County for Bituminous Surface Treatment
- o. Motion to authorize payment of \$9630.78 for the annual lease payment of the Burlington Northern Sante Fe property north of Canal Drive

  
Eric Eisinger, Assistant City Attorney

R E S O L U T I O N

CC

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: CERTIFICATION OF THE 2008 ROAD LEVY AND ESTIMATED REVENUE PRODUCED AS PER WAC 136-150-021

WHEREAS, the Board of County Commissioners have reviewed the Certification of the 2008 Road Levy and finds the Certification to be complete; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners that the attached Certification of the 2008 Road Levy and Estimated Revenue Produced Form for 2007 be and hereby is approved, and that the Chairman is authorized to sign the Digital Submittal Certification form for said Road Levy Certification.

Dated this 4th day of February , 2008.

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

\_\_\_\_\_  
Member.

\_\_\_\_\_  
Member.

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

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

RBD:LJM:dlh

**DIGITAL SUBMITTAL CERTIFICATION- COUNTY ROAD ADMINISTRATION BOARD**

FOR 2008 Road Levy Certification

County # 3

County Name BENTON

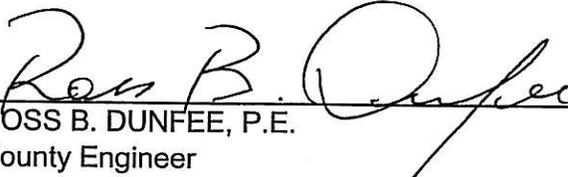
Required Submittal Date: **February 1, 2008**

The document checked below is hereby submitted from the county named above for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2008

\_\_\_\_\_  
CLAUDE L. OLIVER  
Chairman, Board of Benton County Commissioners

February 4, 2008  
Date

  
ROSS B. DUNFEE, P.E.  
County Engineer

January 29, 2008  
Date

---

For CRAB Use Only

**STATE OF WASHINGTON  
COUNTY ROAD ADMINISTRATION BOARD**

**CERTIFICATION OF THE 2008 ROAD LEVY, AND ESTIMATED REVENUE PRODUCED**  
(year) (WAC 136-150-021)

Submitting County:	<u>BENTON</u>	Total County Valuation:	\$ <u>11,611,782,314</u>
	(\$/Thousand)	Road District Valuation	Revenue Produced From County Road Property
Maximum Permissible Road Levy:	\$ <u>1.92194</u> (1)	\$ <u>2,636,879,638</u> (2)	\$ <u>5,067,932</u> [(1x2)/1,000]=3

**County Road Property Tax Shifted to Current Expense in Accordance with RCW 84.52.043:**

	(\$/Thousand)	Road District Valuation	Revenue Lost From County Road Property Tax
Levy Shift:	\$ <u>-</u> (4)	\$ <u>2,636,879,638</u> (2)	\$ <u>-</u> [(4x2)/1,000]=5

**Total Road Levy:**

	(\$/Thousand)	Road District Valuation	Total Revenue Produced
Levy Fixed in Accordance RCW 36.40.090:	\$ <u>1.92194</u> (1-4=6)	\$ <u>2,636,879,638</u> (2)	\$ <u>5,067,932</u> [(6x2)/1,000]=8

**County Road Property Tax Revenues Budgeted For Other Purposes In Accordance With RCW 36.33.220:**

Service to be Provided:	Funded From:			\$/Thousand (If Diverted Levy)	Revenue Produced & Budgeted:
	D.L. <sup>1</sup>	T.O. <sup>2</sup>	D.P. <sup>3</sup>		
1 Traffic Law Enforcement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ <u>0.15848747</u>	\$ <u>417,849</u>
2 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
3 _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
	* Total "Diverted":			\$ <u>0.15848747</u> (9)	\$ <u>417,849</u> (10)

<sup>1</sup> D.L.= Diverted Levy

<sup>2</sup> T.O. = Transfer Out

<sup>3</sup> D.P.= Direct Payment

\* Reporting of diverted amounts is required in order to ascertain county eligibility for RATA funds. For RATA fund eligibility, the county must limit its' non-roadway use of road funds to traffic law enforcement per the Sheriff's Certification, and the amounts allowed by RCW 36.82.070 for fish barrier removal work done outside the county right of way. See WAC 136-150-022 and 023. These are "legal" diversions.

<b>Revenues Remaining for Roads (RCW 36.82.040)</b>	\$ <u>1.76345539</u> (6-9)	\$ <u>4,650,083</u> (8-10)
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**Note:** WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".

**RESOLUTION**

dd

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

IN THE MATTER OF COUNTY ROADS, RE: BITUMINOUS SURFACE TREATMENT  
2008 - CE 1888 PRES

WHEREAS, it is the intention of the Board of County Commissioners to upgrade various County roads by the application of a bituminous surface treatment; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for Bituminous Surface Treatment 2008 - CE 1888 PRES.

Dated this 4th day of February 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:BLT:dlh

R E S O L U T I O N

ee

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DIVERTING ROAD TAX LEVY FUNDS TO CURRENT EXPENSE FOR TRAFFIC ENFORCEMENT PURPOSES

WHEREAS, the Board of Benton County Commissioners certified the collection of Road taxes in the Year 2008 in the unincorporated areas of the County for traffic enforcement, road administrative refund, and road purposes; and

WHEREAS, the Board of Benton County Commissioners, by adopting the 2008 annual road budget, authorized the diversion of a portion of Road Tax Levy monies for traffic enforcement in the unincorporated areas of the County; NOW, THEREFORE,

BE IT RESOLVED that the 2008 Road Tax Levy of 1.92194286 mills, generating approximately \$5,067,932, be divided as follows:

0.15848747 mills, generating approximately \$417,849, be deposited in the Current Expense Fund (No. 0000-101), and identified as revenue code 311.20.0001;

1.76345539 mills, generating approximately \$4,650,083, be deposited in the Road Fund (No. 0101-101); and

Dated this 4th day of February, 2008.

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

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

\_\_\_\_\_  
Member.

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

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

RBD:LJM:dlh

c: Treasurer, Auditor, Road

R E S O L U T I O N

ff

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EQUIPMENT RENTAL RATES FOR COUNTY ROAD EQUIPMENT RENTAL AND REVOLVING FUND - 2008

WHEREAS, by resolution 77-644, dated December 29, 1977, an annual review of the E. R. & R. Fund's Equipment Rental Rates was established;, and

WHEREAS, the current Equipment Rental Rates were last reviewed in January 2007; and

WHEREAS, a review of equipment status has been made and it is found that all equipment rental rates need to be revised according to the attached schedule; and

WHEREAS, the County Engineer recommends that the attached schedule of Equipment Rental Rates be approved and become effective January 1, 2008; NOW, THEREFORE,

BE IT RESOLVED that the attached schedule of E. R. & R. Fund Equipment Rental Rates for all County Road Equipment be approved and be effective January 1, 2008.

Dated this 4th day of February, 2008.

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

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

\_\_\_\_\_  
Member.

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

Constituting the Board of  
Commissioners of Benton  
County, Washington.

RBD:LJM:dlh

**E. R. R. FUND**  
**Equipment Rental Rate Schedule**  
**2008**

Rates: (hr) = Hourly (mo) = Monthly (yr) = Yearly

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
0095	Water Pump, portable	\$15.00	\$15.00	(hr)
0096	Water Pump, portable	\$15.00	\$15.00	(hr)
0172	Truck, Oil Distributor	\$150.91	\$132.44	(hr)
0212	Pipe trailer	\$36.36	\$35.50	(hr)
0215	Generator, portable	\$5.00	\$5.00	(hr)
0216	Vibratory tamper	\$25.93	\$25.93	(hr)
0217	Vibratory tamper	\$25.93	\$25.93	(hr)
0226	Drag broom	\$6.00	\$6.00	(hr)
0253	Roller trailer	\$5.37	\$4.45	(hr)
J273	Concrete vibrator	\$2.00	\$2.00	(hr)
0322	Trailer, Beaver Tail, TBR 10-12	\$34.95	\$18.06	(hr)
0334	Trailer/Eng. Lab.	\$6.03	\$8.31	(hr)
0335	Excavator	\$50.39	\$54.68	(hr)
0336	Vacuum Sweeper	\$76.87	\$76.16	(hr)
0351	Vibratory roller	\$7.30	\$9.22	(hr)
0358	2-Way Dump truck	\$102.50	\$104.24	(hr)
0362	Truck/tractor	\$34.27	\$35.37	(hr)
0371	2-Way Dump Truck	\$43.46	\$42.99	(hr)
0375	Water Truck	\$66.02	\$58.91	(hr)
0386	Tow dolly	\$10.00	\$10.00	(hr)
0388	Equipment trailer	\$17.33	\$17.54	(hr)

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
0390	Water pump	\$26.99	\$38.53 (hr)	
0394	Service Truck chassis	\$41.24	\$41.24 (hr)	
0399	Loader/backhoe	\$28.84	\$42.74 (hr)	
0402	Pickup, 3/4 ton (Gas)	\$14.35	\$11.09 (hr)	
0403	Pickup, 3/4 ton (Gas)	\$21.53	\$28.09 (hr)	
0404	Pickup, 3/4 ton (Gas)	\$13.44	\$24.57 (hr)	
0405	2-Way Dump Truck	\$42.24	\$43.90 (hr)	
0406	2-Way Dump Truck	\$41.80	\$43.89 (hr)	
0407	Truck, Patch	\$42.24	\$44.74 (hr)	
0408	Truck, Spray	\$43.89	\$41.63 (hr)	
0410	Grader	\$85.92	\$97.05 (hr)	
0417	Trailer, pup	\$18.55	\$11.69 (hr)	
0418	Trailer, equipment	\$53.46	\$37.37 (hr)	
0419	Trailer, belly dump	\$66.65	\$69.63 (hr)	
0420	Conveyor	\$37.49	\$47.86 (hr)	
0421	Pickup, 1/2 ton (Rd. Supt.)	\$18.15	\$26.40 (hr)	
0424	Rock rake	\$28.03	\$40.07 (hr)	
0425	Rock rake	\$9.08	\$8.56 (hr)	
0428	Pup trailer	\$42.34	\$68.43 (hr)	
0429	Broom	\$46.15	\$59.76 (hr)	
0432	Trailer, tank	\$34.77	\$55.61 (hr)	
0433	Pickup, 4x4 (3/4 T Diesel)	\$8.28	\$16.58 (hr)	
0434	Pickup, 4x4 (3/4 T Diesel)	\$18.14	\$17.01 (hr)	
0435	Pickup, 1/2 ton (Gas)	\$19.45	\$26.09 (hr)	
0438	Trailer	\$53.50	\$64.08 (hr)	

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
0439	Trailer	\$34.64	\$30.17 (hr)	
0441	1 Ton Truck (w/ flatbed)	\$15.44	\$15.95 (hr)	
0442	Tilt Trailer	\$9.64	\$9.36 (hr)	
0443	Truck Chassis	\$22.06	\$46.44 (hr)	
0444	Pickup (3/4 T Trapwagon)	\$9.18	\$10.71 (hr)	
0445	Pickup (3/4 T Trapwagon)	\$9.49	\$10.51 (hr)	
0447	Spray Tank	\$20.52	\$14.51 (hr)	
0448	Mower	\$46.58	\$37.21 (hr)	
0449	Road Grader	\$85.21	\$83.25 (hr)	
0450	Loader	\$49.36	\$34.37 (hr)	
0452	Roller	\$94.25	\$94.30 (hr)	
0453	Compactor	\$5.13	\$5.27 (hr)	
0455	Pickup (3/4 T Flatbed - Gas)	\$20.53	\$28.19 (hr)	
0458	Conveyor	\$25.46	\$18.85 (hr)	
0459	Conveyor	\$26.56	\$11.93 (hr)	
0460	Loader-backhoe	\$35.99	\$33.74 (hr)	
0461	Water Truck	\$75.60	\$88.69 (hr)	
0462	Spray unit	\$16.24	\$11.16 (hr)	
0463	Sedan	\$5.73	\$5.84 (hr)	
0464	Pickup, Small (Gas)	\$12.98	\$25.54 (hr)	
0465	Utility Vehicle	\$6.34	\$4.82 (hr)	
0466	Pickup (1/2 T - Gas)	\$10.90	\$10.52 (hr)	
0467	Vibratory Tamper	\$20.14	\$19.94 (hr)	
0468	Water Truck	\$83.89	\$102.83 (hr)	
0469	Grader	\$101.34	\$108.25 (hr)	

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
0470	Dump Truck 10-12 cy	\$64.62	\$66.49 (hr)	
0471	Dump Truck 10-12 cy	\$80.22	\$87.61 (hr)	
0472	Dump Truck 10-12 cy	\$63.60	\$62.10 (hr)	
0473	Dump Truck	\$78.91	\$77.39 (hr)	
0474	Dump Truck	\$74.35	\$77.28 (hr)	
0475	Dump Truck	\$63.14	\$64.42 (hr)	
0476	Utility Truck	\$53.50	\$68.11 (hr)	
0477	Rock Spreader	\$21.92	\$22.15 (hr)	
0478	Rock Spreader	\$25.00	\$25.00 (hr)	
0479	Rock Spreader	\$25.00	\$25.00 (hr)	
0480	De-Icing Tank	\$16.06	\$11.13 (hr)	
0481	De-Icing Tank	\$23.94	\$30.66 (hr)	
0482	Rammer	\$74.61	\$74.82 (hr)	
0483	Utility Vehicle	\$11.59	\$10.85 (hr)	
0484	Front End Loader	\$114.12	\$74.71 (hr)	
0485	Grader	\$103.37	\$99.09 (hr)	
0486	Utility Vehicle	\$6.40	\$8.83 (hr)	
0487	Pickup (1/2 T - Gas)	\$4.89	\$4.16 (hr)	
0488	Pickup (3/4 T - Diesel)	\$19.90	\$16.44 (hr)	
0489	Rock Rake	\$26.45	\$26.21 (hr)	
0490	Truck - Hot Patch unit mounted	\$100.46	\$122.93 (hr)	
0491	Pickup	\$14.10	\$18.73 (hr)	
0492	Grader	\$104.35	\$105.55 (hr)	
0493	V Snowplow	\$10.00	\$10.00 (hr)	
0494	Pickup	\$21.57	\$22.39 (hr)	

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
0495	Roller	\$90.77	\$58.46 (hr)	
0496	Sedan	\$8.78	\$6.56 (hr)	
0497	Pickup	\$10.02	\$15.71 (hr)	
0498	Pickup	\$12.11	\$14.19 (hr)	
0499	Pickup	\$12.66	\$12.86 (hr)	
0500	Grader	\$98.17	\$94.31 (hr)	
0501	Forklift	\$20.00	\$20.00 (hr)	
0502	De-Icing Tank	\$13.06	\$16.15 (hr)	
0503	Paint Sprayer	\$10.00	\$10.00 (hr)	
0504	Broom	\$42.95	\$70.34 (hr)	
0505	Tractor/Mower	\$57.51	\$74.96 (hr)	
0506	Wood Chipper	\$31.91	\$56.81 (hr)	
0507	Pickup 4x4	\$6.77	\$5.35 (hr)	
0508	Pickup	\$15.52	\$15.58 (hr)	
0509	Spray Truck	\$24.84	\$23.93 (hr)	
0510	Pickup	\$10.63	\$11.00 (hr)	
0511	Tractor	\$0.00	\$75.16 (hr)	New in 2007
0512	Sedan	\$0.00	\$8.67 (hr)	New in 2007
0513	Sedan	\$0.00	\$8.49 (hr)	New in 2007
0514	Forklift	\$0.00	\$20.00 (hr)	New in 2007
0515	Pickup	\$0.00	\$8.18 (hr)	New in 2007
0516	Pickup	\$0.00	\$11.93 (hr)	New in 2007
0517	Pickup	\$0.00	\$11.93 (hr)	New in 2007
1001	Sedan	\$881.00	\$1,569.00 (yr)	Fully depreciated
1017	Compact	\$0.00	\$0.00 (yr)	Fully depreciated

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
1022	Sedan	\$8.20	\$8.78 (hr)	Fully depreciated
1024	Sedan	\$0.00	\$0.00 (yr)	Fully depreciated
1025	Sedan	\$8.19 (hr)	\$490.00 (yr)	Fully depreciated
1026	Sedan	\$929.00	\$1,525.00 (yr)	Fully depreciated
1029	Sedan	\$100.00	\$688.00 (yr)	Fully depreciated
1030	Sedan	\$1,877.00	\$1,421.00 (yr)	Fully depreciated
1033	Sedan	\$243.00	\$684.00 (yr)	Fully depreciated
1034	Pickup	\$268.00	\$184.00 (yr)	Fully depreciated
1036	Pickup	\$636.00	\$5,362.00 (yr)	Fully depreciated
1037	Pickup	\$1,253.00	\$2,636.00 (yr)	Fully depreciated
1038	Pickup	\$8.00	\$11.61 (hr)	Fully depreciated
1039	Pickup	\$63.00	\$0.00 (yr)	Fully depreciated
1040	Pickup	\$8.18	\$11.61 (hr)	Fully depreciated
1041	Pickup	\$888.00	\$0.00 (yr)	Fully depreciated
1042	Sedan	\$1,216.00	\$740.00 (yr)	Fully depreciated
1044	Utility Vehicle	\$2,202.00	\$2,417.00 (yr)	Fully depreciated
1045	Pickup	\$2,574.00	\$1,182.00 (yr)	Fully depreciated
1046	Cargo Van	\$1,994.00	\$7,633.00 (yr)	Fully depreciated
1047	Sedan	\$1,600.00	\$1,918.00 (yr)	Fully depreciated
1048	Sedan	\$1,664.00	\$1,787.00 (yr)	Fully depreciated
1049	Sedan	\$3,082.00	\$1,646.00 (yr)	Fully depreciated
1050	Sedan	\$1,053.00	\$3,208.00 (yr)	Fully depreciated
1051	Station Wagon	\$1,236.00	\$1,349.00 (yr)	Fully depreciated
1052	Sedan	\$1,643.00	\$854.00 (yr)	Fully depreciated
1053	Sedan	\$1,041.00	\$710.00 (yr)	Fully depreciated

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
1054	Utility Vehicle	\$1,410.00	\$1,332.00 (yr)	Fully depreciated
1056	Sedan	\$1,478.00	\$1,831.00 (yr)	Fully depreciated
1057	Pickup	\$1,854.00	\$1,704.00 (yr)	Fully depreciated
1058	Sedan	\$1,061.00	\$1,856.00 (yr)	Fully depreciated
1059	Cargo Van	\$6,027.00	\$8,435.00 (yr)	Fully depreciated
1060	Pickup	\$7,611.00 (yr)	\$11.00 (hr)	Fully depreciated
1061	Sedan	\$8,560.00	\$8.00 (hr)	Fully depreciated
1062	Pickup	\$7,079.00	\$5,570.00 (yr)	
1063	Pickup	\$6,237.00	\$4,676.00 (yr)	
1064	Utility Vehicle	\$7,990.00	\$5,660.00 (yr)	
1065	Sedan	\$4,667.00	\$4,302.00 (yr)	
1066	Sedan	\$5,715.00	\$4,549.00 (yr)	
1067	Pickup	\$6,893.00	\$6,127.00 (yr)	
1068	Sedan	\$4,546.00	\$4,026.00 (yr)	
1069	Sedan	\$6,059.00	\$7,853.00 (yr)	
1070	Van	\$5,380.00	\$5,819.00 (yr)	
1071	Sedan	\$1,347.00	\$1,852.00 (yr)	
1072	Pickup	\$4,963.00	\$6,384.00 (yr)	
1073	Sedan	\$2,455.00	\$4,271.00 (yr)	
1074	Sedan	\$2,455.00	\$4,233.00 (yr)	
1075	Sedan	\$2,455.00	\$4,494.00 (yr)	
1076	Van (Mini)	\$3,089.00	\$4,682.00 (yr)	
1077	Sedan	\$0.00	\$3,273.00 (yr)	New in 2007
1078	Sedan	\$0.00	\$3,273.00 (yr)	New in 2007
1079	Pickup	\$0.00	\$3,895.00 (yr)	New in 2007

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)		Comments
1080	Sedan	\$0.00	\$2,852.00	(yr)	New in 2007
1081	Pickup	\$0.00	\$3,354.00	(yr)	New in 2007
1082	Pickup	\$0.00	\$2,490.00	(yr)	New in 2007
E5005	Digitizing Tablet	\$0.00	\$0.00	(mo)	Fully depreciated
E5013	Notebook	\$0.00	\$0.00	(mo)	Fully depreciated
E5021	Wheelwriter	\$0.00	\$0.00	(mo)	Fully depreciated
E5024	Notebook	\$0.00	\$0.00	(mo)	Fully depreciated
E5038	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5040	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5041	Notebook	\$0.00	\$0.00	(mo)	Fully depreciated
E5042	Notebook	\$0.00	\$0.00	(mo)	Fully depreciated
E5044	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5049	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5051	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5053	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5054	Design Printer	\$0.00	\$0.00	(mo)	Fully depreciated
E5055	Printer	\$0.00	\$0.00	(mo)	Fully depreciated
E5057	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5058	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5059	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated
E5060	Total Station	\$0.00	\$0.00	(hr)	Fully depreciated
E5061	Data Collector	\$0.00	\$0.00	(hr)	Fully depreciated
E5062	Printer	\$0.00	\$0.00	(mo)	Fully depreciated
E5063	Nuclear Density Gauge	\$11.00	\$11.00	(hr)	Fully depreciated
E5064	Workstation	\$0.00	\$0.00	(mo)	Fully depreciated

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)	Comments
E5065	Workstation	\$0.00	\$0.00 (mo)	Fully depreciated
E5067	Workstation	\$0.00	\$0.00 (mo)	Fully depreciated
E5068	Workstation	\$0.00	\$0.00 (mo)	Fully depreciated
E5069	Autolevel	\$0.00	\$0.00 (mo)	Fully depreciated
E5071	Printer/Scanner	\$0.00	\$0.00 (mo)	Fully depreciated
E5072	Workstation	\$0.00	\$0.00 (mo)	Fully depreciated
E5073	Workstation	\$84.15	\$0.00 (mo)	Fully depreciated
E5074	Workstation	\$68.55	\$0.00 (mo)	Fully depreciated
E5075	Workstation	\$68.55	\$0.00 (mo)	Fully depreciated
E5076	Nuclear Density Gauge	\$11.00	\$11.00 (hr)	Fully depreciated
E5077	Workstation	\$30.28	\$0.00 (mo)	Fully depreciated
E5078	Workstation	\$30.28	\$0.00 (mo)	Fully depreciated
E5079	Workstation	\$30.28	\$0.00 (mo)	Fully depreciated
E5080	Workstation	\$30.28	\$0.00 (mo)	Fully depreciated
E5081	Monitor	\$6.76	\$0.00 (mo)	Fully depreciated
E5083	Monitor	\$6.76	\$0.00 (mo)	Fully depreciated
E5085	Printer/Scanner/Fax	\$11.07	\$0.00 (mo)	Fully depreciated
E5086	Workstation	\$26.78	\$0.00 (mo)	Fully depreciated
E5087	Workstation	\$26.78	\$0.00 (mo)	Fully depreciated
E5088	Workstation	\$26.78	\$0.00 (mo)	Fully depreciated
E5089	Workstation	\$26.78	\$0.00 (mo)	Fully depreciated
E5090	Monitor	\$4.56	\$0.00 (mo)	Fully depreciated
E5091	Monitor	\$4.56	\$0.00 (mo)	Fully depreciated
E5092	Monitor	\$4.56	\$0.00 (mo)	Fully depreciated
E5093	Monitor	\$4.56	\$0.00 (mo)	Fully depreciated

Equip No.	Description	Current Rental Rates (1/01/07)	Revised Rental Rates (1/01/08)		Comments
E5094	PDA	\$21.65	\$21.65	(mo)	
E5095	Workstation	\$46.39	\$46.39	(mo)	
E5096	Monitor	\$18.22	\$18.22	(mo)	
E5097	Workstation	\$74.38	\$74.38	(mo)	
E5098	Workstation	\$74.38	\$74.38	(mo)	
E5099	Monitor	\$14.22	\$14.22	(mo)	
E5100	Monitor	\$14.22	\$14.22	(mo)	
E5101	Workstation	\$40.62	\$40.62	(mo)	
E5102	Workstation	\$35.99	\$35.99	(mo)	
E5103	Printer	\$127.32	\$127.32	(mo)	
E5104	Total Station	\$6.86	\$6.86	(hr)	
E5105	Laptop Computer	\$40.99	\$40.99	(mo)	
E5106	Workstation	\$37.51	\$37.51	(mo)	
E5107	Workstation	\$37.51	\$37.51	(mo)	
E5108	Workstation	\$37.51	\$37.51	(mo)	
E5109	Workstation	\$37.51	\$37.51	(mo)	
E5110	Printer	\$3.06	\$3.06	(mo)	
E5111	Printer	\$25.59	\$25.59	(mo)	
E5113	Laptop Computer	\$0.00	\$48.48	(mo)	New in 2007
E5114	Laptop Computer	\$0.00	\$0.75	(hr)	New in 2007
E5115	Laptop Computer	\$0.00	\$0.75	(hr)	New in 2007
E5116	Workstation	\$0.00	\$33.23	(mo)	New in 2007
E5117	Printer	\$0.00	\$20.88	(mo)	New in 2007
E5118	Workstation	\$0.00	\$99.21	(mo)	New in 2007

# RESOLUTION

99

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 98-234

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, A K-9 named "Max" has served many years of good service to the citizens of Benton County and is considered to be no longer effective in his duties, and

WHEREAS, the Benton County Sheriff has declared that the K-9 named "Max" to be surplus, and

WHEREAS, the Personal Property Manager has determined that the K-9 named "Max" is of no further use by any other county department or office; and,

WHEREAS, the K-9 named "Max" has no commercial value; and,

WHEREAS, it is the recommendation of the Personal Property Manager and the Benton County Sheriff that the K-9 named "Max" has no further value to any county agency and should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; **NOW, THEREFORE**

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager and the Benton County Sheriff, that the K-9 named "Max" be made available to Deputy Jeff Quackenbush, who is the current handler of "Max", in consideration for the future care and wellbeing of a faithful Benton County public servant.

Dated this 4th day of February, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County, Washington

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

J.Thompson

**ACKNOWLEDGMENT OF RESPONSIBILITIES  
AND  
WAIVER OF LIABILITY  
FOR  
TRANSFER OF CARE, CUSTODY AND OWNERSHIP  
OF  
BENTON COUNTY SHERIFF'S OFFICE K-9 DEPUTY "Max"  
TO  
JEFF QUACKENBUSH**

**WHEREAS** Sheriff's Deputy Jeff Quackenbush ("TRANSFEREE") has been the handler for K9 Deputy "Max" and has established a bond with the said K9 Deputy;

**WHEREAS** K9 Deputy Max has reached the age at which retirement from active service as a patrol K9 is appropriate;

**WHEREAS** via separate appropriate resolution, Benton County ("COUNTY") has declared K9 Max as surplus personal property and has transferred any and all legal title to K9 Max to TRANSFEREE in his capacity as a private individual for consideration consisting of his agreement to provide a home and care for K9 Max as befitting a retired patrol K9;

**WHEREAS** TRANSFEREE desires to accept responsibility for all of K9 Max's actions from this point on;

**THEREFORE** the parties agree as follows:

1. TRANSFEREE acknowledges that he has agreed to take full and complete ownership of K9 Max and full and complete responsibility for any of K9 Max's actions. TRANSFEREE pledges valuable consideration in the form of a home and proper care for K9 Max as befitting a retired patrol K9.
2. TRANSFEREE specifically agrees that, in case where there is any claim or lawsuit against COUNTY for actions taken by K9 Max, after the date of this waiver, asserting any legal cause of action, including but not limited to: bodily injury, property damage, personal injury, or any derivatives thereof, including infliction of emotion distress, TRANSFEREE shall defend, indemnify and hold harmless COUNTY, its elected officials, employees and agents, against any such liability including punitive damages. This indemnification obligation specifically includes adjusting, investigating and defending against any such claim or lawsuit.
3. TRANSFEREE shall not transfer title, ownership or custody of K9 Max (except for temporary custody incidental to vacations, trips, etc) to any other person or entity except upon the express written approval of COUNTY.
4. If TRANSFEREE believes that, due to whatever circumstances, he is unable to care for K9 appropriately, he shall not transfer title, ownership or custody of K9 Max without providing 30 days written notice to the Sheriff of Benton County. COUNTY shall then have a period of 30 days within which to notify TRANSFEREE whether it wishes to regain custody of K9 Max. If COUNTY so chooses, full title, ownership and custody of

K9 Max shall revert to COUNTY at no cost to COUNTY and TRANSFEREE shall cooperate in any reasonable manner to effectuate such transfer. If COUNTY determines that transfer to a specific third party is appropriate, then TRANSFEREE shall cooperate in any reasonable manner to effectuate such transfer except that any reasonable expenses borne by TRANSFEREE in effectuating such transfer shall be reimbursed by COUNTY if COUNTY is provided with a written estimate of such expenses in advance.

EXECUTED this \_\_\_ day of February, 2008

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

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

**BENTON COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Jeff Quackenbush

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Approved as to Content:

\_\_\_\_\_  
Larry D. Taylor, Sheriff

Approved as to Form:

\_\_\_\_\_  
Eric Hsu, Deputy  
Prosecuting Attorney  
Its

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: February 4, 2008 Subject: Establishing Cash Drawer 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

hh

**BACKGROUND INFORMATION**

Recent increase in fees relating to concealed weapons permits has made it inconvenient for the public and the Sheriff's Office in processing applications. The Sheriff's Office recommends that a cash drawer be established at the Kennewick Sheriff's Office to allow for timely processing.

**SUMMARY**

The increase in the activity relating to Concealed Weapons Permits has made it extremely difficult to serve the public in a timely manner. In order to alleviate this difficulty it is recommended that a cash drawer be established on the Sheriff's Office Records division located in Kennewick in the amount of \$200.

**RECOMMENDATION**

Authorize a \$200 cash drawer for the Kennewick Sheriff's Record Division.

**FISCAL IMPACT**

- 0 -

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF ESTABLISHING A CASH DRAWER FOR THE SHERIFF'S OFFICE RECORDS DIVISION

**WHEREAS**, the increase in the activity relating to Concealed Weapons Permits has made it extremely difficult to serve the public in a timely manner; and

**WHEREAS**, In order to alleviate this difficulty it is recommended that a cash drawer be established on the Sheriff's Office Records division located in Kennewick in the amount of \$200; and

**WHEREAS**, that the Civil Lieutenant shall be the custodian of said cash drawer,  
**NOW, THEREFORE,**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that a cash drawer in the amount of \$200 for the Kennewick Sheriff's Office is hereby authorized.

Dated this 4th day of February, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_

J. Thompson

CC: Sheriff's Office, Auditor Office

**RESOLUTION**

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

**IN THE MATTER OF REVIEW OF THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND THE ONE-STOP PARTNERS CONSISTING OF: COLUMBIA BAIN COMMUNITY COLLEGE, WAHSINGTON STATE EMPLOYMENT SECUTTY DEPARTMENT, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, DEPARTMENT OF VOCATIONAL REHABILITATION AND YAKIMA VALLEY OPPORTUNITIES INDUSTRIALIZATION CENTER FOR THE DELIVERY OF WORKFORCE PORGRAMS UNDER A ONE-STOP SYSTEM.**

**WHEREAS**, the WDC has presented a Memorandum of Understanding between the WDC and the One-Stop Partners for the Workforce Investment Act of 1998; NOW, THEREFORE,

**BE IT RESOLVED** that the Benton County Board of Commissioners has received and reviewed the proposed Memorandum of Understanding, between the WDC and the One-Stop Partners effective July 1, 2007.

**BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign said memorandum indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

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

T. Scott

**MEMORANDUM OF UNDERSTANDING  
UNDER THE  
WORKFORCE INVESTMENT ACT OF 1998  
BETWEEN  
THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS  
THE BENTON FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND THE  
ONE-STOP PARTNERS**

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act of 1998 (WIA), P.L. 105-220, 20 USC 9201, to provide workforce investment activities, through statewide and local workforce investment systems that increase the employment, retention, and earnings of participants, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation, and;

WHEREAS, the Act requires the delivery of workforce programs under a One-Stop system and the execution of a memorandum between the local board and each of the One-Stop Partners to describe the operation of the One-Stop delivery system in the local area;

WHEREAS, the previous Memorandum of Understanding dated July 2000 has been terminated by agreement of the previous organizations that comprised the One Stop Partnership for reasons identified as:

- a) Change in participating organizations: Deleted United Way
- b) Changed the description of how services are delivered to better describe a customer flow model that offers customer choice in the most efficient manner. The new model reflects integrated services that match customer needs and are delivered by staff of multiple organizations.

NOW THEREFORE, be it resolved that this Memorandum of Understanding pursuant to the Act be made and entered into by and among the Chief Elected Officials of Benton and Franklin Counties, hereinafter referred to as the Local Elected Officials (LEO's), the Benton-Franklin Workforce Development Council, herein referred to as the "WDC", and the One-Stop Partners consisting of: Columbia Basin Community College; Washington State Employment Security Department; Washington State Department of Social and Health Services; Washington State Department of Vocational Rehabilitation; and Yakima Valley Opportunities Industrialization Center, a private non-profit corporation (collectively, "One Stop Partners").

I. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The undersigned hereby agree to the conditions and provisions set forth in this agreement for the purpose of describing the services to be provided through the

One-Stop delivery system; how the costs of such services and the operating costs of the system will be funded; methods for referral of individuals between the One-Stop Operator (WDC) and the One-Stop Partners for the appropriate services and activities.

## II. WORKFORCE INVESTMENT AREA

The geographical area served by this agreement shall be the Washington State Counties of Benton and Franklin.

## III. SERVICES OF ONE-STOP PARTNERS

The One Stop Partners agree to be the entities responsible for the delivery of programs specified in the Workforce Investment Act of 1998, Section 121(b), 29 USC 2841, in Benton and Franklin counties and further agree to participate in the One-Stop delivery system. Programs may include:

- a. Programs authorized under the Workforce Investment Act WIA Title I-B, 20 U.S.C 9201, to include youth, adult and dislocated worker.
- b. Wagner-Peyser Act (29 U.S.C. 49).
- c. Adult education and literacy activities authorized under Title II of the Workforce Investment Act (20 USC 9201)
- d. Programs under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720).
- e. Programs under Section 403(a)(5) of the Social Security Act (42 U.S.C. 603(a)(5)) (as amended by section 5001 of the Balanced Budget Act of 1997), Welfare-to-Work.
- f. Programs under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056).
- g. Postsecondary vocational education activities authorized under the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2301).
- h. Programs under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271).
- i. Programs under Chapter 41 of Title 38, United States Code (Veterans services).
- j. Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901).
- k. Employment and training activities carried out by the Department of Housing and Urban Development (42 U.S.C. 3531)
- l. State unemployment compensation programs under (Title 50 RCW).

## IV. CERTIFICATION OF AUTHORITY

The parties hereto, by their signatures, certify that they possess full legal authority, as provided by state and local statutes, charters, or ordinances to enter into this Memorandum of Understanding.

## V. POWERS, FUNCTIONS, AND RESPONSIBILITIES

- a. Consistent with the Washington State Strategic Plan for Workforce Development and with the agreement of the Local Elected Officials, the Benton Franklin Workforce Development Council shall exercise such powers, functions, and responsibilities as necessary for the designation or certification of One-Stop operators and oversight with respect to the One-Stop delivery system in the local area.
- b. The parties hereto and actions hereunder comprise the Benton Franklin One-Stop Partnership and they shall exercise such powers as necessary to implement and carryout One-Stop services as described in the Benton Franklin five-year plan and subsequent modifications, consistent with all applicable federal, state and local regulations.

#### VI. SERVICES COVERED BY THIS MEMORANDUM OF UNDERSTANDING

Services covered by this Memorandum shall include all required services specified in the Workforce Investment Act of 1998, Section 134(d)(2), and, those services described in **ADDENDUM A** - List of Services, which is attached hereto and incorporated herein by reference.

#### VII. OPERATING AND COST OF SERVICES

All parties of this Memorandum of Understanding hereby agree to participate in the cost of operating and services delivered at the WorkSource Columbia Basin facility as identified in the current Resource Sharing Agreement and adherence to the current Complaint Investigation Agreement negotiated annually among the parties.

#### VIII. REFERRALS

Each party to this Memorandum of Understanding agrees to comply with the following referral procedure to achieve efficient and customer focused service:

- a. Customers seeking services shall be screened for interest and provided information on the full range of services available through WorkSource Columbia Basin.
- b. Customers referred to Career Development Centers, Affiliate Sites or partners of the system shall be by phone, written or electronic means.
- c. Referrals to Career Development Centers, Affiliate Sites or partners of the system shall include the persons name, organizations and person making referral, date, and reason for referral.
- d. Referring organizations shall keep record of referrals to include the person's name, organizations and person making referral, date, and reason for referral.
- e. Organizations receiving referrals shall maintain record to include if the contact was made, date and action taken.

#### IX. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Parties to this agreement will assure that it will fully comply with nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act and its implementing regulations at 29CFR Part 37. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief in both participation and employment.

#### X. CONFIDENTIALITY AND INFORMATION EXCHANGE

The parties agree to honor information shared between organizations. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information unless disclosure is required by operation of law.

#### XI. INDEMNIFICATION

Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, or its officers. No party hereto assumes any responsibility to any other party to this agreement or to any third party for the consequences of any act or omission of any other party to this agreement.

#### XII. RESOLUTION PROCESS

- a. All disputes that may result from this agreement shall first be resolved through negotiations between the partners by mutual satisfaction.
- b. Should parties be unable to resolve disputes through negotiations, the Workforce Development Council shall appoint an ad hoc committee from their membership to meet and confer with the parties to resolve issues.
- c. Should resolution fail to be achieved, parties may grieve their dispute as provided by the Benton-Franklin WDC's grievance procedure, and through procedures provided by Washington State for purposes of carrying out activities under the Workforce Investment Act.

#### XIII. DURATION AND RENEWAL OF THIS MEMORANDUM OF UNDERSTANDING

- a. This agreement shall take effect upon the date of its execution and shall remain in effect indefinitely or until amended or terminated.
- b. This agreement may be amended from time to time upon the written agreement of all the parties hereto.
- c. The Benton-Franklin Workforce Development Council and any partner signing this agreement shall have the right to withdraw from this Memorandum of Understanding at any time, provided, that the remaining members of the Memorandum of Understanding shall have received written notification of the party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal. The Memorandum of Understanding shall remain in effect for the remaining partners.





**SIGNATURES**

**BENTON FRANKLIN WORKFORCE  
DEVELOPMENT COUNCIL:**

\_\_\_\_\_  
Chairman Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ray Brown 12/6/07  
BENTON COUNTY Date  
DEPUTY PROSECUTING ATTORNEY

\_\_\_\_\_  
FRANKLIN COUNTY Date  
DEPUTY PROSECUTING ATTORNEY

CHIEF ELECTED OFFICIALS:

CHIEF ELECTED OFFICIALS:

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

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

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

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

ATTEST:

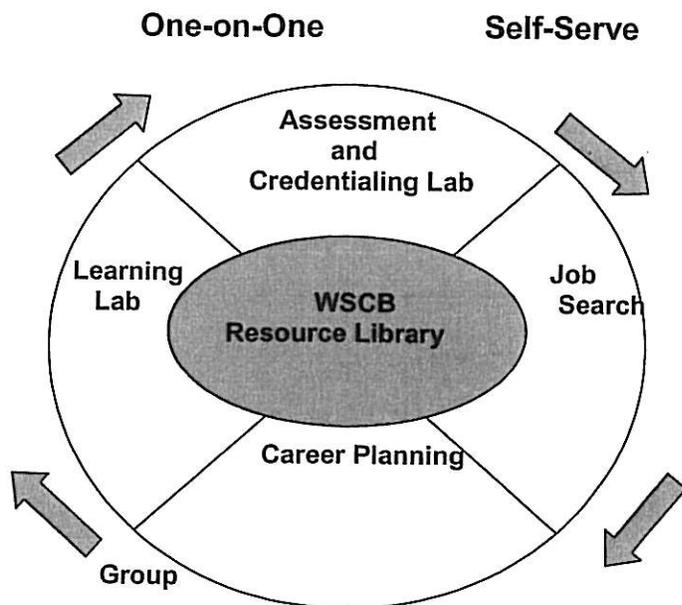
ATTEST:

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

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

## ADDENDUM A

### List of Services



Our customer flow model offers customer choice in the most efficient manner. This model is integrated and delivered by staff of multiple organizations.

All programs and fund sources are responsible to ensure integration occurs for the customer at each stage of service delivery. The focus is on identification of customer needs and satisfaction of customer choice.

#### Core Services

- Initial assessment
- Eligibility screening for all programs
- Outreach, intake, orientation
- Initial assessment (may be self-service, one-on-one, or a group activity)
- Job/employment counseling
- Job search and placement assistance including job referral
- Labor market information including job listings
- Information and referral to other community resources
- Training/Re-training and Education Information
- Unemployment Insurance Information or Assistance
- Translation Services
- Follow-up and retention services
- One-Stop/WorkSource Performance information

#### Intensive Services

- Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated/incumbent workers
- Development of an individual employment plan outlining the goals and objectives for the individual to achieve employment, job retention, and wage progression
- Individual and group counseling
- Individual and group career planning
- Case management for individuals seeking training and education services
- Short-term prevocational services including development of learning skills

### **Intensive Services con'td.**

- Job search and work maturity services-communications skills, interviewing skills, punctuality, personal maintenance and accountability, professional conduct, etc. to prepare individuals to obtain training and education or achieve employment, job retention, and wage progression
- General Education Diploma
- Literacy (including English as a second language)
- Job Readiness

### **Training Services**

- Classroom training
- On-the-Job training
- Customized/Industry specific training
- Vocational training
- Skills upgrade and retraining
- Entrepreneurial training

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

# Benton County

## Department of Public Works

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

Dave  
Area Code 509  
Prosser 786-5611  
Tri-Cities 734-3084  
Ext. 5664  
Fax 786-5627

January 30, 2008

Board of County Commissioners  
Benton County Courthouse  
Prosser, WA 99350

RE: Proposed Right of Way Vacation  
Right of Way for E. 45<sup>th</sup> Avenue and S. Oak Street  
Section 18-8-30  
CE 1902 VAC

Commissioners:

A Public Hearing for this proposed vacation was opened November 5, 2007 and was continued to the following dates: November 26, 2007, December 17, 2007, January 14, 2008 and February 4, 2008.

On January 14, 2008 the Board voted to vacate the 0.33 acres of unimproved right of way by Resolution 08-154. The Board also made the decision at that time to sell the property to Mr. Katzaroff that Public Works had not seen as necessary to retain. Public Works asked the Assessor's Office to review their previous assessment for the property Mr. Katzaroff wished to purchase. If the property were combined with the adjacent 4.95 acres, Benton County Residential Appraiser Brad Elliot would assess the 1.43 acres down to \$5,000.00. (That works out to be \$3,497.00 per acre).

January 17, 2008 Public Works sent Mr. Katzaroff a letter informing him of the new assessment to see if he was interested in continuing the vacation. On January 29, 2008 Mr. Katzaroff replied to that letter with an e-mail stating the following:

1. Mr. Katzaroff agreed with the \$5000.00 purchase price for 1.43 acres of County property shown as a portion of Tax Parcel 1-1880-400-0013-002.
2. Mr. Katzaroff agreed that he will complete a boundary line adjustment to combine the 1.43 acres with the adjacent 4.95 acres.
3. Mr. Katzaroff realizes that this purchase still leaves 70' of right of way remaining for East 45<sup>th</sup> Avenue, all lying North of the section line.

The 0.33 acres of right of way that was vacated on January 14, 2008 by Resolution 08-154 will automatically be combined with the 8.14 acres by the Assessor's office once they receive a filed copy of the recorded vacation.

Should you determine to vacate and abandon the right of way, because the right of way was obtained fee simple, the land will become a parcel of property. You must then declare the property surplus and following Benton County procedures for sale of land sell the property. The land will not automatically revert to Mr. Katzaroff as per a normal road vacation.

Should Mr. Katzaroff be the successful purchaser of the property, he would need to obtain the boundary line adjustment application from the Benton County Planning Department to begin the process of adjoining this with the rest of his property.

Public Works recommends that right of way requested for be vacation and abandonment be approved, except the South 70 feet and the East 30 feet, contingent on the property being declared surplus by resolution and being sold in accordance with Benton County procedures for land sales be approved.

Sincerely,

---

Ross B. Dunfee, P.E.  
County Engineer/Public Works Director

  
Sue Schuetze  
Engineer II

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

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

# Benton County

## Department of Public Works

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

January 17, 2008

James Katzaroff  
190808 E 45<sup>th</sup> Avenue  
Kennewick, WA 99337

RE: CE 1902 VAC / E 45<sup>th</sup> Avenue Right of Way Vacation

Dear Mr. Katzaroff:

Enclosed please find an invoice for the vacation process. Because this vacation has continued longer than most, we have used the \$500.00 bond you initially submitted and will now require an additional payment of \$225.60. Because we have not completed the vacation, there will be other additional charges.

We asked the assessor's office to review the assessment for the property you wish to purchase. If the property were combined with the adjacent 4.95 acres, Benton County Residential Appraiser Brad Elliot would assess the 1.43 acres down to \$5,000.00. (That works out to be \$3,497.00 per acre).

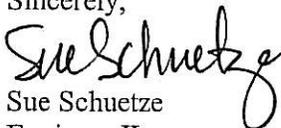
Please reply back to this assessment as soon as possible. If you are in agreement with the \$5,000.00 purchase price for the 1.43 acres I will notify the Commissioner's Office to proceed with the sale and I will work up the resolution to vacate the 1.43 acres. Lisa Small from the Commissioner's Office will be contacting you regarding the sale.

Our office will recommend that this vacation be contingent upon the land sale and boundary line adjustment. If you do not purchase the property and pay for the boundary line adjustment, the vacation will be void. I believe the Commissioners were willing to allot you a time frame in which to accomplish this. If you would like to suggest that time allotment I will add it to my next report to the Commissioners for Feb. 4, 2008, at 9:45 for the continuation of the Public Hearing. I will need it in writing by 3:00 on January 30, 2008.

This vacation/purchase still leaves 70 feet of county right of way lying north of the section line. If you need to have the 70 feet marked by our survey crew before you make a decision on whether you will purchase it or not, please let me know as soon as possible.

If you have any questions or concerns, please contact our office. Thank you.

Sincerely,



Sue Schuetze  
Engineer II

**From:** Brad Elliot  
**To:** Sue Schuetze  
**Date:** 1/18/2008 10:06:35 AM  
**Subject:** 45th & Oak

Hi Sue,

I feel the property the county is thinking of selling at the corner of 45th & Oak is \$5,000. This piece of property used to be part of an old gravel pit. There is approximately a 20 foot drop-off from the 45th to the portion the county owns at the west end of the property. This levels off as you go east. The property in question is fairly flat. The size of this property by itself in good shape, 1.43 acres would be appraised at \$36,000. But due to the properties shape, location and the condition it is in, we feel it is worth \$5,000.

Sincerely,  
Brad Elliot  
Benton County Assessor's Office  
Appraiser

**Sue Schuetze - Re: E 45th Avenue Vacation**

---

**From:** <Earthkat2@aol.com>  
**To:** <sue\_schuetze@co.benton.wa.us>  
**Date:** 1/29/2008 12:28 PM  
**Subject:** Re: E 45th Avenue Vacation  
**CC:** <clauderoliver@co.benton.wa.us>, <leo\_bowman@co.benton.wa.us>, <Lisa\_Small@co.benton.wa.us>, <max\_benitz@co.benton.wa.us>, <ross\_dunfee@co.benton.wa.us>, <steve\_becken@co.benton.wa.us>, <jkatzaroff@isotopia.us>

---

Sue

First, thanks to everyone involved in this arduous process re: CE 1902 VAC/E 45th Ave. Right of Way Vacation..

I have received the invoices and will bring a check with me to the Feb. 4, 2008 Commissioners meeting.

I will accept the assessment of the 1.43 acres at \$5,000, I believe you also meant to include the .33 parcel to the immediate west, making it 1.76 acres. It is all part of the 1-1880-4--0013-002 parcel, separated by my driveway.

Further, as to the boundary line adjustment(s)--of course I would like to make the proper adjustments.

At this time it seems prudent for me, and advantageous to the county assessor, to place all of these under one parcel number--right now there exists the following:

parcel number 1-1880-400-0013-002 in two pieces totalling 1.76 acres  
parcel number 1-1880-400-0010-000 in one piece totalling 8.14 acres  
parcel number 1-1880-400-0012-000 in one piece, including the home, 1.00 acres  
parcel number 1-1880-400-0013-001 in one piece, totalling 4.95 acres.

I would now like to place all of these into one 15.85 acre tax parcel.

I understand that the vacation/purchase still leaves 70 feet of county right of way lying north of the section line. I would like to see it surveyed as a prudent course of events. That is not contingent on the sale, just a simple request--and I understand there may be an incremental cost associated with it.

I hope this positive response is helpful. I plan on seeing you Monday, Feb. 4, 2008 and moving this forward.

Sincerely,  
James C. Katzaroff  
190808 E. 45th ave.  
Kennewick, Wa. 99337  
509 531 1671 mobile  
509 736 4000 office

---

Start the year off right. [Easy ways to stay in shape](#) in the new year.

9:25 am

PORT OF BENTON  
CROW BUTTE PRESENTATION

M Kenney .

No Submittal Provided

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>MTG. DATE:</b> February 4, 2008 <b>SUBJECT:</b> Appeal of Admin. Decision - SHPA 07-05 – Juan Munoz <b>MEMO DATE:</b> January 25, 2008 <b>Prepared By:</b> Michael Shuttleworth <b>Reviewed By:</b> Terry A. Marden	Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other

0:35

**BACKGROUND INFORMATION**

On December 17, 2007, our office received a written appeal letter from Mr. Juan Munoz to the Board of County Commissioners regarding the Short Plat Administrator's requirement to provide a 40-foot access easement for his short plat approval. On August 30, 2007 Mr. Munoz submitted to the Planning Department a short plat application SHP 07-157 to subdivide 5.04 acres into 2 lots. On December 7, 2007, Mr. Munoz was sent a letter from this office indicating that the Short Plat would be approved provided 13 conditions were satisfied. Item No. 6 stated that because access easement would be serving more than 4 lots it must have a width of at least 40 feet. Attached for the Board's review is a copy of Mr. Munoz's appeal letter. The Short Plat map submitted with the application did not show the width of the access easement. Mr. Munoz's letter provides that the current access easement is 39 feet in width.

**SUMMARY**

Mr. Munoz is requesting that the Board grant his appeal to the Short Plat Administrator's decision that a 40-foot access easement be provided to serve this plat prior to recording of the short plat. Attached is a copy of the ortho photo map with the parcels identified on the map, a parcel map showing those lots that are being served by the current access easement and a copy of the proposed short plat by Mr. Munoz. The Planning Department is recommending that the Board of County Commissioners find the existing access width of 39 feet is adequate to serve the proposed short plat.

**RECOMMENDATION**

After conducting the public hearing the Board can consider whether or not Mr. Munoz's request to allow the short plat to be recorded with the existing 39-foot access easement be approved or the Board can maintain the requirement that the 40-foot access easement be required to serve this proposed short plat.

**FISCAL IMPACT**

None

**MOTION**

The Planning Department recommends that the Board find the existing access width of 39 feet is adequate to serve the proposed short plat and remand the application to the Administrator with instructions to approve the same upon compliance with the conditions contained in the December 7, 2007 letter with the exception that item 6 be deleted from the conditions.

SHPA 07-05

C101354

Benton County Planning Department  
1002 Dudley Avenue  
Prosser, WA 99350

ATTN: Terry A. Marden, Director

RE: SHP 07-157 conditional approval letter dated December 7, 2007.

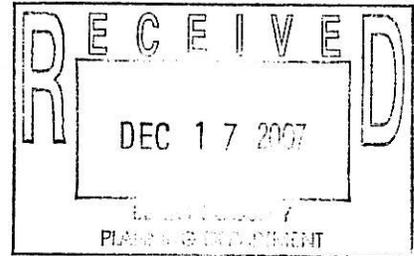
Dear Sir;

This letter is a formal appeal to the Board of County Commissioners regarding the condition noted as No. 4: "The private road easement that serves this short plat from Heck Rd. must be at least 40 feet in width, not including any utility or irrigation easements."

My present easements have a portion that is 39 feet wide, sufficient for all but the formal requirement.

A non-refundable fee of \$100 is included, and I will pay the cost of legal advertising.

Signed *Juan Munoz* dated 12-17-07  
Juan Munoz



# Benton County Planning/Building Department

Terry A. Marden, Director

PLANNING  
Planning Annex  
P.O. Box 910, 1002 Dudley Avenue  
Prosser WA 99350  
Prosser Office: (509) 736-5612  
Tri-Cities: (509) 736-3086  
ax: (509) 736-5625

BUILDING  
Kennewick Annex  
5600 W. Canal Drive, Suite C 1054  
Kennewick WA 99338  
Tri-Cities Office: (509) 736-3607  
From Prosser: (509) 736-5611  
Fax: (509) 736-2731

December 7, 2007

Juan Munoz  
15601 N. 1207 PR NW  
Prosser, WA 99350

**FILE COPY**

RE: Proposed Short Plat SHP 07-157

This office has reviewed the above referenced short plat, and has found that it generally complies with Benton County Codes Titles 9 & 11 and the intent of the Benton County Comprehensive Plan. Short Plat 07-157 has conditionally been approved and will be recorded by the Planning Department provided you and your surveyor satisfy the following requirements within one (1) year of the date of this letter.

**Please note: Those requirements listed below that require changes to the Mylar (the final drawing of the short plat) are to be completed by your surveyor.**

1. All signatures on the short plat must be signed in **permanent, reproducible black ink** on the original Mylar. Ball point pen or felt tip pen is not acceptable. All signatures listed in the owner's certificate must be notarized. **(Notary stamps can only use black ink, no other colors will be recorded per WAC 332-130-050)**. Notary stamps can not obscure any wording.

Prior to recording the short plat, the Benton County Planning Department will obtain the signatures of the Treasurer, Short Plat Administrator, and Auditor.

2. All taxes through the end of 2007 must be paid, including any previous year's unpaid taxes. Once paid, the taxes for 2007 will be considered paid in full until February 14, 2008, then the entire year's taxes for the year 2008 must be paid in full prior to recording of the short plat.

Note: Due to Benton County Code, if the short plat is recorded between January 1, 2007 and February 14, 2008, only the taxes and assessments for 2007 will be collected. Prior to the Assessor's Office completing the segregation of the short plat, the taxes and assessments for the entire year of 2008 must be paid in full, if the short plat is recorded in 2008.

3. A recording fee of \$106.00 plus \$1.00 for each additional page of Mylar, payable to the Benton County Auditor is required. The fee is to be submitted after the Benton County Short Plat Administrator has signed the final copy of your short plat.

4. An updated title report must be submitted with the final short plat Mylar. The title report cannot be more than two (2) months old at the time of recording the short plat. Please be sure that the updated title report contains the vested parties of the short plat.
5. Please show the private road easements that provide this short plat with access to Heck Rd. Please be sure to include the appropriate AF numbers.
6. The private road easement that serves this short plat from Heck Rd. must be at least 40 feet in width, not including any utility or irrigation easements.
7. Please label all existing easements created with short plat 701 with AF 783696.
8. The Sunnyside Valley Irrigation District requires that each lot be served by an irrigation easement.
9. Please show all permanent structures on the short plat. Each structure must meet the required setbacks.
10. Encroachment permits are required by Benton County Public Works for each dwelling. Please forward a photocopy of the finished permits to our office.
11. Please show lot 4 of short plat 701 to the south and lot 3 of short plat 1803 to the east.
12. Please refer to private road easements in note 4.
13. The surveyor must sign and date the short plat. Please be sure to include the handwritten date of the expiration of the licensed surveyor.

Any person aggrieved by the decision of the Short Plat Administrator to approve or disapprove a proposed short plat may appeal the decision to the Board of County Commissioners within fourteen (14) days following the issuance of the Planning Director's decision was mailed to file a written appeal with the Planning Director. The appeal must be submitted to the Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA 99350. A non-refundable fee of \$100.00 must accompany the written appeal. In addition to the \$100.00 fee, the applicant must also pay the cost of legal advertising. The Board, following an open record hearing thereon, may affirm or reverse the Administrator's decision, or may remand the application to the administrator with instruction to approve the same upon compliance with conditions imposed by the board.

No changes other than those noted above are to be made on the face of the short plat Mylar. The Mylar drawing of the short plat should be revised by your surveyor and submitted back to this office as soon as possible for recording. Please note: The Benton County Planning Department will not record this proposed short plat until all requirements listed above have been completed, and until any and all necessary evidence needed to show that the requirements have been complied with has been

presented to the Planning Department by the applicant. It is not the responsibility of the Benton County Planning Department to complete the items necessary to record the short plat for the applicant.

If you have any questions, please do not hesitate to contact this office.

Sincerely,  
TERRY A. MARDEN, DIRECTOR  
PLANNING AND BUILDING DEPARTMENT

  
\_\_\_\_\_  
R.J. LOTT  
Associate Planner

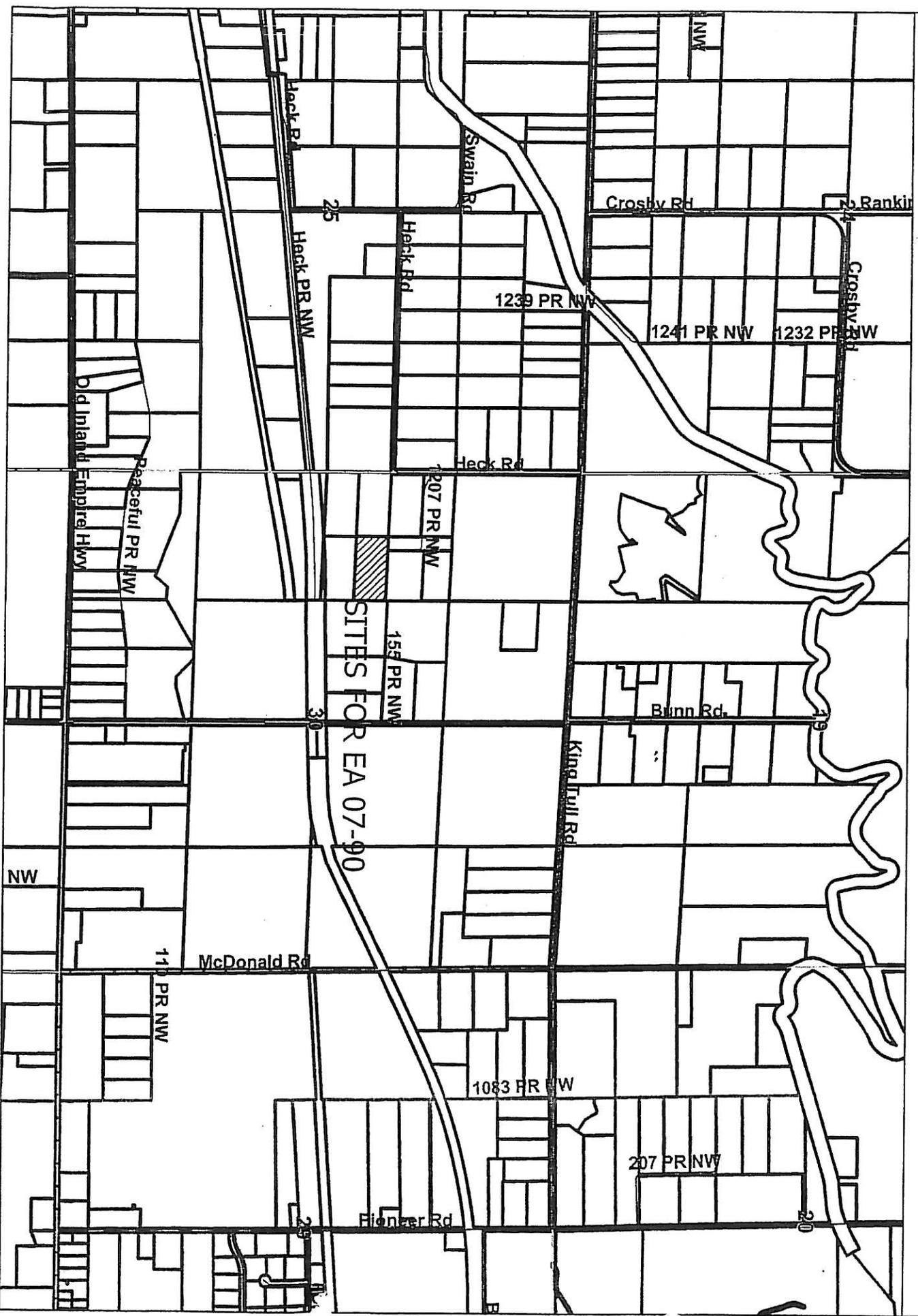
CC: Reynolds Surveying



BENTON COUNTY  
PLANNING  
DEPARTMENT

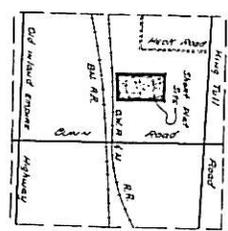
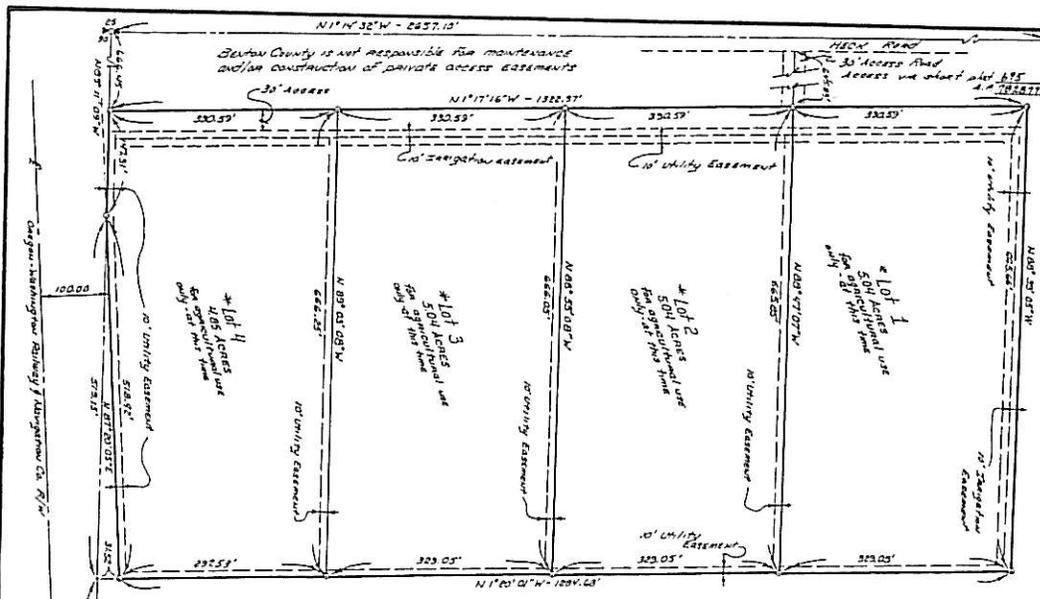
EA 07-90  
Scale: N/A  
Date Printed: 9/05/07

Benton County does not warrant, guarantee, or accept any liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranties, expressed or implied, and any oral or written statement by any employee of Benton County or agent thereof to the contrary is void and ultra vires. The information shown hereon is a preliminary product of the Benton County Geographic Information System, and is prepared for presentation purposes only.



Note: The North department has not required survey for these lots for the use of an aerial change of plan and the use of street department only as may be desirable.

**SECTION 1 PLAT NO. 101**  
 PTN. NW 1/4 SEC. 30, TWP. 9N, RGE. 25 E., W4  
 BENTON COUNTY, WASHINGTON



**APPROPRIATE**

I hereby certify that the taxes on the land shown hereon have been paid to and including the year 1929 A.D. by David L. Chamberlain of Benton County, Washington.

The foregoing statement on the land described hereon have paid to and including the year 1929 A.D. by David L. Chamberlain of Benton County, Washington.

**SUBSCRIBER'S CERTIFICATE**

I, Henry Galardi, a registered land measuring agency, certify that the above described plat is a true and correct copy of the original plat as shown to me by the owner of the same and that the same has been filed in the office of the County Clerk of Benton County, Washington, this 11th day of May, 1929.



**DESCRIPTION**

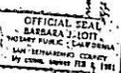
The East 1/2 of Government Lot 4, Section 30 Township 9 North, Range 25 East, W4, lying northerly of the Oregon-Washington Railway & Navigation Company right-of-way. Subject to easements, reservations and restrictions of record.

**OWNER'S CERTIFICATE**

We the undersigned hereby certify that we are the owners of the above described lands, that we have caused the same to be surveyed and that the survey is correct and that the same is shown on the original plat and hereby approve the same for the same purpose as shown above.

**ACKNOWLEDGEMENTS**

I the undersigned a Notary Public in and for the State of Washington, do hereby certify that on this 11th day of May, 1929, at the City of Spokane, Washington, I did duly and lawfully receive from David L. Chamberlain of Benton County, Washington, the foregoing instrument and that the same is a true and correct copy of the original instrument as shown to me by the owner of the same and that the same has been filed in the office of the County Clerk of Benton County, Washington, this 11th day of May, 1929.



I filed for record this 11th day of May, 1929, at the City of Spokane, Washington, the original plat and the same is shown on the original plat and hereby approve the same for the same purpose as shown above.

Filed for record this 11th day of May, 1929, at the City of Spokane, Washington, the original plat and the same is shown on the original plat and hereby approve the same for the same purpose as shown above.

Filed for record this 11th day of May, 1929, at the City of Spokane, Washington, the original plat and the same is shown on the original plat and hereby approve the same for the same purpose as shown above.

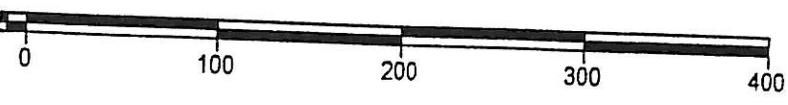
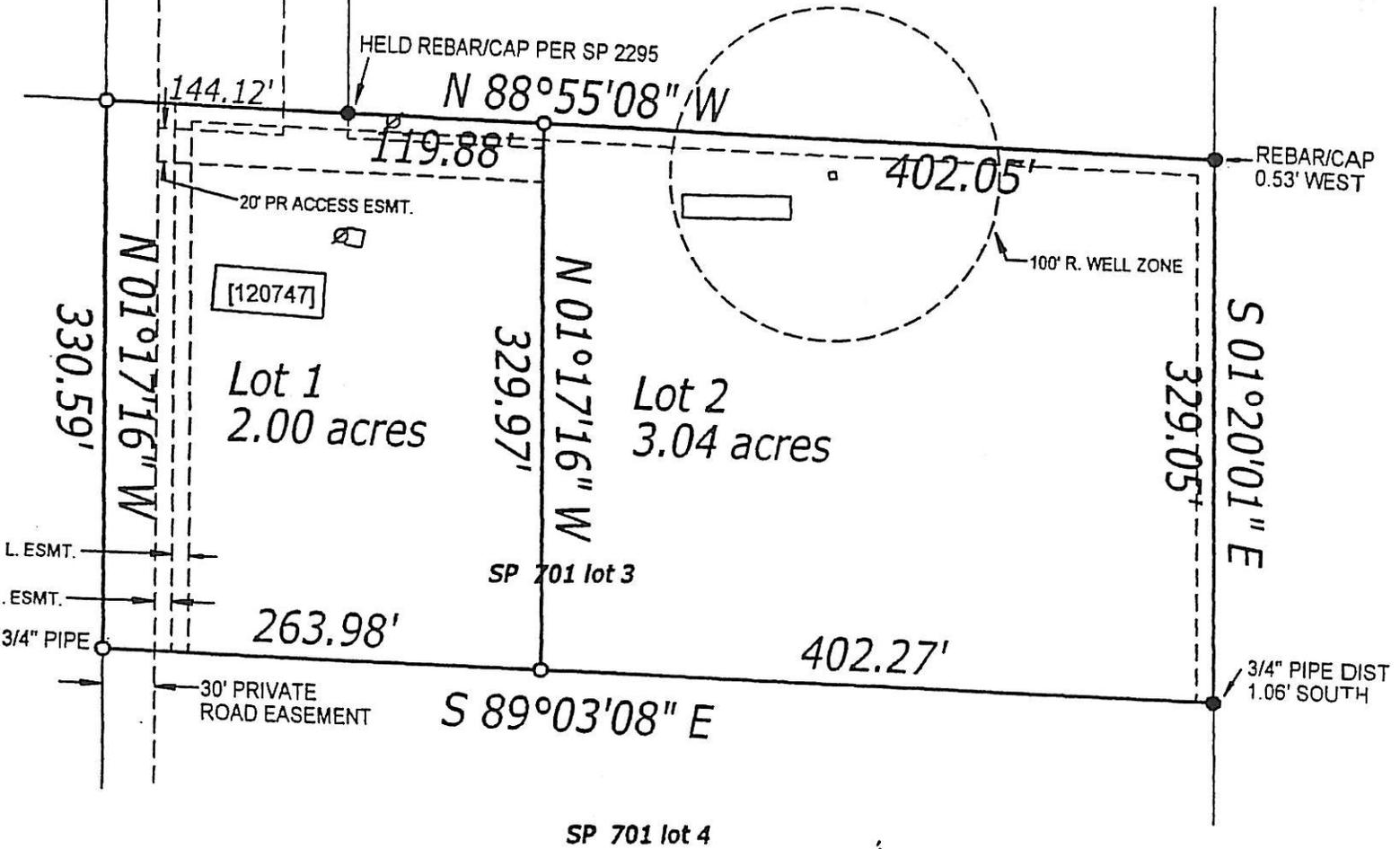
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Filed for record this 11th day of May, 1929, at the City of Spokane, Washington, the original plat and the same is shown on the original plat and hereby approve the same for the same purpose as shown above.

SP 695 lot 2

SP 2295 lot 2



SCALE: 1" = 100'

IS OF BEARINGS: PER SHORT PLAT 701.  
 D SUBDIVISION OF SECTION PER ABOVE, SEE SP 2295.  
 SURVEY WAS PERFORMED WITH A 2-SECOND TOTAL STATION TO W.A.C. 332.130.090 STANDARD.  
 ON CONTROL AS NOTED  
 COL CORNERS SHOWN WERE VISITED IN THE COURSE OF THIS SURVEY.  
 D MONUMENT AS NOTED.  
 MONUMENT: 1/2" REBAR AND CAP "REYNOLDS 29279".

[NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS IS DETERMINED.

RIGHTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE OF PROPERTY'S CURRENT UTILITY PROVIDER. SAID EASEMENTS ARE FOR THE USE, ACCESS AND

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

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

# Benton County

## Department of Public Works

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

January 30, 2008

BOARD OF COUNTY COMMISSIONERS  
Benton County Courthouse  
Prosser, WA 99350

RE: Application for Franchise: Applicant Roy E. Clifford

Commissioners:

Roy E. Clifford has filed a petition for a nonexclusive franchise to place electrical and irrigation lines within Benton County road right of way on King Tull Road in Section 24, T. 9 N., R. 24 E., W.M.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise continue for a five (5) year period.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

---

Ross B. Dunfee, P.E.  
County Engineer/Director of Public Works

  
Sue Schuetze  
Engineer II

9:50 am

Piert Road Alignment

Determination by Board

S Becken

No Submittal Provided

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b> <u>2/4/2008</u> <b>Subject:</b> _____ <b>Prepared by:</b> <u>Linda Ivey</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop      X <span style="float: right; font-size: 2em; font-family: cursive;">10:10</span>
<b>Reviewed by:</b> <u>Loretta Smith</u> <u>Kelty</u>		

Attached for Board Review is a Supplemental Appropriation request to be approved or denied to go to public hearing. Following is a brief basis for the request.

- a. Current Expense Dept 115 Non-Departmental: Transfer-out Juvenile; Benton County's portion of Juvenile enhancements for Dept 171 and 172 approved after adoption of 2008 budget; data entry error on original transfer out- Juvenile adopted in the 2008 budget.
- b. Juvenile Dept 171 Operations: Enhancements approved after adoption of 2008 budget.
- c. Juvenile Dept 172 Facilities: Enhancements approved after adoption of 2008 budget.
- d. Juvenile Dept 173 Contract- Fee for Service: Enhancements approved after adoption of 2008 budget to be funded by use of cash carry forward.

Commissioners' Date Stamp:

**TRANSMITTAL**  
**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Current Expense</b>	Fund Number: <b>0000101</b>
Dept Name: <b>Non Departmental</b>	Dept Number: <b>115</b>

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
597.100.9910	Juvenile Center	399,040	3,770,647
<b>Total Supplement</b>		<b>\$399,040</b>	

Revenue		
Fund Number	Item Name	Amount
	Beginning Fund Balance	399,040
<b>Total Revenue</b>		<b>\$399,040</b>

**Basis for Supplement:**  
 Non-Departmental Juvenile Transfer out: data entry error of \$360,000 on Transfer Out, and Benton County portion of enhancements to the 171 Juvenile Operations and the 172 Juvenile Facilities budgets after adoption of the 2008 budget of \$39,040.

**Review Comments**

Commissioners: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Auditor's Office: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Commissioners**

\_\_\_\_\_  Approved for Hearing  
 CHAIRMAN

\_\_\_\_\_  Denied  
 COMMISSIONER

\_\_\_\_\_   
 COMMISSIONER

Commissioners' Date Stamp:

**TRANSMITTAL**

**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Juvenile</b>	Fund Number: <b>0115-101</b>
Dept Name: <b>Contract-Fee for Service</b>	Dept Number: <b>173</b>

**Request Summary**

Expenditure		Supplement	Revised Budget
BARS Number	Item Name	Amount	
527.400.1905	Temporary Help	\$10,708	\$64,641
527.400.1935	Holiday	\$2,114	\$6,564
527.400.2102	Social Security	\$980	\$56,988
527.400.3501	Small Item equipment	\$6,000	\$6,000
527.400.4103	Professional Services	\$28,445	\$144,142
527.400.9908	Accumulated Leave	\$258	\$10,753
594.270.6401	Capital Outlay	\$40,000	\$40,000
<b>Total Supplement</b>		<b>\$88,505</b>	

**Revenue**

Fund No.	Item Name	Amount
0115-101	Beginning Fund Balance	\$88,505
<b>Total Revenue</b>		<b>\$88,505</b>

**Basis for Supplement (Attach Documentation as Appropriate):**

\* The Juvenile Department 173 Operations enhancements approved after adoption of the 2008 budget.

**Commissioners**

**Benton County**

Approved for Hearing

Denied

**Commissioners**

**Franklin County**

Approved for Hearing

Denied

CHAIRMAN \_\_\_\_\_

CHAIRMAN \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

Commissioners' Date Stamp:

**TRANSMITTAL**  
**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Juvenile</b>	Fund Number: <b>0115-101</b>
Dept Name: <b>Facilities</b>	Dept Number: <b>172</b>

**Request Summary**

Expenditure		Supplement	Revised Budget
BARS Number	Item Name	Amount	
527.800.3108	Janitorial Supplies	\$6,962	\$23,442
527.800.4805	Service Maintenance Agreements	\$3,288	\$85,127
<b>Total Supplement</b>		<b>\$10,250</b>	

Revenue			
Fund No.	Item Name		Amount
0115-101	Operating Transfer In- Current Expense	397.10.0001	\$7,380
0115-101	Juvenile Services- Franklin County	338.27.0003	\$2,870
<b>Total Revenue</b>			<b>\$10,250</b>

**Basis for Supplement (Attach Documentation as Appropriate):**

\* The Juvenile Department 172 Operations enhancements approved after adoption of the 2008 budget.

**Commissioners**  
**Benton County**

Approved for Hearing  Denied

CHAIRMAN \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

**Commissioners**  
**Franklin County**

Approved for Hearing  Denied

CHAIRMAN \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

Commissioners' Date Stamp:

**TRANSMITTAL**  
**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Juvenile</b>	Fund Number: <b>0115-101</b>
Dept Name: <b>Operations</b>	Dept Number: <b>171</b>

**Request Summary**

Expenditure		Supplement	Revised Budget
BARS Number	Item Name	Amount	
527.100.4103	Professional Services	\$5,000	\$383,061
527.100.4131	Security	\$10,976	\$166,792
527.100.4701	Utilities	\$20,000	\$120,000
527.109.4140	Interpreter Costs	\$8,000	\$9,000
<b>Total Supplement</b>		<b>\$43,976</b>	

Revenue			
Fund No.	Item Name		Amount
0115-101	Operating Transfer In- Current Expense	397.10.0001	\$31,660
0115-101	Juvenile Services- Franklin County	338.27.0003	\$12,316
<b>Total Revenue</b>			<b>\$43,976</b>

**Basis for Supplement (Attach Documentation as Appropriate):**

\* The Juvenile Department 171 Operations enhancements approved after adoption of the 2008 budget.

**Commissioners  
Benton County**

**Commissioners  
Franklin County**

Approved for Hearing  Denied

Approved for Hearing  Denied

CHAIRMAN \_\_\_\_\_

CHAIRMAN \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

FILE 10:15

TERRY E. MILLER  
ATTORNEY AT LAW

7409 W. GRANDRIDGE, SUITE C  
KENNEWICK, WASHINGTON 99336  
(509) 783-9786  
FACSIMILE (509) 783-6786

RECEIVED

JAN 25 2008

BENTON COUNTY  
COMMISSIONERS

COPY

Max	✓
Leo	✓
Claude	✓
David	✓
Loretta	✓
Other	L Small

S Becken

January 24, 2008

Ryan Brown and Kathleen Fitzgerald  
Benton County Prosecuting Attorney Office  
Kennewick WA 99336

**RE: Columbia Irrigation District - Benton County Water Right**

Dear Ryan and Kathleen:

This is a follow up to our telephone conversation of Tuesday, January 22<sup>nd</sup>, 2008.

I just received Kathleen's letter and had already dictated all but this paragraph. Thank you for the County's response. To my knowledge it is the first response to the District's attempt to protect District water rights. It is noteworthy that there is apparently no factual dispute as to the failure of the County to use the water on its property. This being said, the County misses the point. The CID is not deciding relinquishment. Instead the CID is taking action to avoid relinquishment.

The Department of Ecology ("Ecology") is the state agency responsible for all aspects of water rights. See, RCW 43.21A.064. Ecology deals with irrigation districts rather than the individual property owners if the water right is within the district boundary. RCW 90.14.130. A water right includes a detailed description of the land receiving the water. See, RCW 90.03.260(2); 90.14.051(4). A water right is appurtenant to specific land. RCW 90.03.380(1). However, an irrigation district can specify its irrigable acres as land to receive water under the irrigation district's certificated water right without identifying the exact acreage actually irrigated. *Ecology v Acquavella*, 130 Wn.2d 746, 761; See, RCW 90.03.380. An irrigation district board has exclusive authority to move water within the irrigation district. See, RCW 90.03.380(3).

The CID plans to add irrigable land either by adding land to the district or by reclassifying non-irrigable land in order to use water that had heretofore been available to but unused by the County on its land. The CID has already determined that the County has not used the water on its land. The CID has urged the County to use the water and has explained that the water may be moved to other land.

Ryan Brown and Kathleen Fitzgerald  
Page - 2  
January 24, 2008

The CID, with the recent notice mailed to the County, is giving the County one last opportunity to show cause why the District should not proceed as planned.

It would be nice to resolve this matter short of a public meeting.

Please advise.

Very truly yours,



Terry E. Miller  
Attorney at Law

TEM/kh

cc Columbia Irrigation District  
County Commissioner, Oliver  
County Commissioner, Bowman  
County Commissioner, Benitz  
Prosecuting Attorney, Andy Miller

FILE

PROSECUTING ATTORNEY  
BENTON COUNTY, WASHINGTON

RECEIVED

JAN 25 2008

BENTON COUNTY  
COMMISSIONERS

ANDY MILLER  
PROSECUTING ATTORNEY

RYAN K. BROWN  
CHIEF DEPUTY, CIVIL

SCOTT W. JOHNSON  
CHIEF DEPUTY, CRIMINAL

TERRY J. BLOOR  
CHIEF CRIMINAL DEPUTY

MARGARET AULT  
ADMINISTRATOR

7122 West Okanogan Place, Bldg. A  
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066  
Prosser Fax

January 23, 2008

DEPUTIES

JULIE E. LONG	Max	✓
TIMOTHY A. SHERMAN	Leo	✓
ADRIENNE M. FARABEE	Claude	✓
DAVID S. BROUSSARD	David	✓
ANITA PETRA	Loretta	✓
JENNIFER L. JACOBSON	Other	✓
NANETTE K. DOCKUM	Smal	✓
SARAH H. PETERSON		
KATHLEEN B. FITZGERALD		
RONALD D. BROWN		
MEGAN A. BREWSTER		
ERIC HSU		
KIM M. MCCLAY		
ARTHUR J. BIEKER		
KRISTIN M. MACDONALD		
JENNY L. JOHNSON		
ALEX B. JOHNSON		

VIA U.S. MAIL

Mr. Terry E. Miller  
Attorney at Law  
7409 W. Grandridge, Suite C  
Kennewick, WA 99336

Re: Benton County Water Rights

Dear Mr. Miller:

I have reviewed your letter addressed to Benton County dated January 16, 2008. I have also taken the time to review Title 90.14 RCW and corresponding case law.

I have no choice but to correct your gross misinterpretation of the statute governing relinquishment of water rights under Title 90.14 RCW. Contrary to your claim, CID does not have the authority, either express or implied, to reassign water rights from property owned or held in trust by the County to other land located within the CID boundary. That authority lies solely with the Department of Ecology.

RCW 90.14.130 sets forth the procedure for relinquishment proceedings. As you can see, these proceedings are initiated by the DOE, not by an irrigation district. The proceedings provided for by statute includes notice by order to the water right holder by the DOE. The order must contain a description of the water right, the location of the right including the approximate location of the diversion point, the description of the land where the water is used, the water source, the amount involved, the authority upon which the right is based, and a statement advising that sufficient cause must be shown or the water right will be relinquished. RCW 90.14.130. In addition, the DOE order must provide notice of appeal rights to the pollution control hearings board. Id. To date, Benton County has received no such notice or order from the DOE regarding nonuse of its water rights.

To further correct your misinterpretation of this very clear statute, even if the DOE determined that the County's water right had been relinquished, that water right reverts to the state, not to an irrigation district for reassignment by the irrigation district. See RCW 90.14.130; RCW 90.14.160; RCW 90.14.180. Had the Legislature intended to give irrigation districts this power, it would have spelled it out in the statute. That power is simply not there and you need to advise your Board accordingly.

To make it very clear, CID is not the DOE and cannot simply reassign the County's water rights by conducting its own hearing, making self-serving nonuse determinations, and then reassigning the water right to another property within its own boundary. The mechanism for making determinations of relinquishment, and reassignment of water rights, is laid out in the statute and the authority lies solely with the DOE, not CID. The CID cannot short circuit the due process guaranteed to the County by Title 90.14 RCW.

This matter has been placed on the agenda of the Board of County Commissioners on Monday, February 4, 2008, at 10:15 a.m. for the Board's review and consideration of your letter and the actions that you claim the CID Board will be taking on February 5, 2008. As you suggested in your letter, it may be a very good idea to have a DOE representative present at the CID Board meeting to advise your Board of DOE's position with respect to unilateral reassignment of water rights by the CID in contravention of Title 90.14 RCW.

I will be in touch with you after February 4, 2008 with whatever input the Board of County Commissioners may have. In the meantime, please feel free to contact me with your questions.

Sincerely,

ANDY MILLER  
Prosecuting Attorney



KATHLEEN B. FITZGERALD, Senior  
Deputy Prosecuting Attorney

cc: Board of County Commissioners  
Mr. Ross Dunfee, Public Works Dept.  
Mr. Steve Becken, Public Works Dept.

FILE

RECEIVED

JAN 25 2008

BENTON COUNTY COMMISSIONERS

BENTON COUNTY PROSECUTOR  
 7122 W. Okanogan Place, Bldg. A  
 Kennewick WA 99336

Telephone: 735-3591      Fax: 736-3066

Max	✓
Leo	✓
Claude	✓
David	✓
Loretta	✓
Other	LSM

ATTORNEY-CLIENT PRIVILEGED - DO NOT DISCLOSE

TO: Board of County Commissioners  
 Mr. Max Benitz; Mr. Leo Bowman; Mr. Claude Oliver

CC: Mr. Ross Dunfee, Public Works Dept.

FROM: Kathleen Fitzgerald, DPA

DATE: January 23, 2008

RE: Benton County Water Rights and Relinquishment

This memo is written in response to the letter to Benton County from Columbia Irrigation District's attorney, Terry Miller, dated January 16, 2008. The Board received a copy of that letter previously and it is not attached here but is referenced.

In the letter, Mr. Miller alleges that the CID has determined that the County is not utilizing a full water right on several properties owned by the County. Mr. Miller claims that the CID will be reclassifying those properties and transferring the water right to other properties within the CID boundary.

I responded to Mr. Miller's letter and the Board has also been copied on that letter. In short summary, I advised Mr. Miller that the CID does not have the authority under state law to make nonuse determinations. Nor does the CID have the authority to transfer water rights to itself or to properties within its boundaries. The agency provided with that authority by statute is the Department of Ecology.

For your review, I have attached a memorandum to Lisa Small which provides you with an analysis of Title 90.14 RCW, the Relinquishment Statute, and the relevant case law governing relinquishment of water rights in this state.

I am including an analysis of the County owned properties CID claims are not utilizing a full water right.

- 1-0598-103-0003-001 This is a dike on the Yakima River north of West Richland. Obtained by Treasurer's Deed, 12/22/1993. (.13 acres).
- 1-0598-103-0010-001 This is a dike on the Yakima River north of West Richland. Condemnation take for Diking District No. 1 (04/13;/1997). Washington Superior Court Case No. SC 15959. (.33 acres).
- 1-0980-300-0023-000 Parcel of property near CID shop obtained around 1980. We have attempted to sell this parcel. It was offered to CID. It is landlocked. (3.34 acres).
- 1-1680-100-0009-000 Chemical Pit along SR 397. Obtained by Quit Claim Deed in 1960. We have attempted to sell this parcel. (6.59 acres).
- 1-2180-201-0162-005: Surveyor mistakenly left road right of way (Bowles Road) out of short plat (no deed). The Assessor assigned it a parcel number. Landowners quit claimed the right of way to Benton County on 02/23/2007. (.06 acres).
- 1-2680-400-0009-001 Right of way obtained by Quit Claim Deed for the Intertie 08/14/2006. Portion may be vacated or sold eventually. (3.37 acres).

CID has scheduled a Board meeting to take place on Tuesday, February 5, 2008, at 7:00 p.m. at its District office to reclassify these properties and reassign the water rights to other properties within the CID boundaries. As I advised, CID does not have the statutory authority to make nonuse determinations or to reassign water rights. That authority belongs to the DOE. The question is does the Board of County Commissioners want representation at the CID board meeting. Further, does the BOCC want the DOE to be involved in this matter?

BENTON COUNTY PROSECUTOR

7122 West Okanogan Place, Bldg. A  
Kennewick, WA 99336  
(509)735-3591  
FAX (509)736-3066

COPY

**TO:** Lisa Small, Commissioner's Office  
**FROM:** Kathleen Fitzgerald, Deputy Prosecuting Attorney  
**DATE:** January 23, 2008  
**RE:** Columbia Irrigation District

---

I reviewed the letter from the CID re: relinquishment of water rights on tax title properties held in trust by the county. There are two avenues whereby a property owner may lose a water right: (1) common law abandonment; and (2) statutory relinquishment.

**A. Relinquishment**

Under the relinquishment statute, "any water right holder who, for a period of five successive years, voluntarily fails, without sufficient cause, to use beneficially all or any part of the water right, will relinquish such right or a portion thereof." *Dep't of Ecology v. Acquavella*, 131 Wn.2d 746, 758, 935 P.2d 595 (1997) (citing RCW 90.14.160).

RCW 90.14.130 sets forth the procedure for relinquishment proceedings and provides in pertinent part:

When it appears to the **department of ecology** that a person entitled to the use of water has not beneficially used his water right or some portion thereof, and it appears that said right has or may have reverted to the state because of such nonuse, as provided by RCW 90.14.160, 90.14.170, or 90.14.180, **the department of ecology shall notify such person by order:...**The order shall contain: (1) A description of the water right, including the approximate location of the point of diversion, the general description of the lands or places where such waters were used, the water source, the amount involved, the purpose of the use, and the apparent authority upon which the right is based; (2) a statement that unless sufficient cause can be shown on appeal the water right will be declared relinquished; and (3) a statement that such order may be appealed to the pollution control hearings board.

(emphasis added). DOE has the initial burden to prove the lack of beneficial use. However, the statute does not require DOE to use any particular process to investigate the possible relinquishment of a water right before issuing its order initiating the relinquishment process. See *Motley-Motley, Inc. v. State*, 127 Wn. App. 62, 110 P.3d 812 (Div. 3, 2005). The statute merely requires DOE to notify a person, by order, when it appears that a water right holder has not beneficially used their water. *Id.* At that point, the burden of proof shifts to the property owner to show that the nonuse falls within a narrow statutory exception. *Dep't of Ecology v. Acquavella*, 131 Wn.2d 746, 758, 935 P.2d 595 (1997); RCW 90.14.140. Only if the nonuse falls within a narrow exception under RCW 90.14.140<sup>1</sup> will the nonuse be excusable. *Id.* at 758. Of import, the statute provides for the opportunity to request a hearing before the Pollution Control Hearings Board before relinquishment takes effect. *Id.*

The *Motley-Motley, Inc.* case is most closely analogous to the factual scenario presented by Larry Fox and the CID. In *Motley-Motley, Inc.*, the Farm Home Administration filed a lawsuit to foreclose its mortgage on property owned by Mr. Smith in 1985. In 1995, the FHA put the property up for auction.

On March 28, 1995, a supervisor for the United States Department of Agriculture wrote to DOE's section manager for water resourcing and requested that DOE not relinquish the water right under the surface water right certificate. Further, the USDA supervisor requested that DOE make a favorable determination on nonuse and affirm the validity of the water right. DOE did not respond to this correspondence. That same month, the FHA advertised the property for sale at auction. The pre-auction advertising specifically stated that the property came with a valid water right. At auction, however, the bidders were informed that the water right was not guaranteed. Motley was the successful bidder at the auction.

After the auction, Motley contacted the DOE concerning the water right. DOE stated that they would not pursue relinquishment of the water right for the time period during which the property was owned by the FHA. DOE stated, however, that it would require evidence to establish beneficial use of the water right prior to 1985. Thereafter, Motley finalized its purchase of the property. At that time, Motley contacted DOE again to confirm the water right. In response to Motley's request that DOE confirm the validity of the water right, DOE indicated it needed proof regarding beneficial use of the water right prior to 1985. Despite DOE's noncommittal response to its request, Motley improved the irrigation system on the property. At the same time, several interested citizens contacted the DOE concerning the water use on

---

<sup>1</sup>See RCW 90.14.140 attached hereto for the complete list of exemptions to relinquishment.

the property. They asserted that the property had not been irrigated since the early 1970s. Based upon its investigation, DOE determined that the water use had ceased in the early 1970s. DOE issued a tentative order that determined that the water right had reverted to the State of Washington because the right had not been put to beneficial use since the early 1970s. Motley received notice of this order and Motley then appealed to the PCHB. The PCHB affirmed the decision of the DOE. Motley then petitioned the superior court for review and the superior court reversed the decision of the PCHB that Motley's water right was relinquished by nonuse.

The DOE appealed the decision of the superior court to Division 3 of the Court of Appeals. The appellate court determined that there was no substantive due process violation. The appellate court noted that the PCHB ruled that Motley's right to divert surface water had been relinquished because the water right had not been put to beneficial use for more than 5 years. PCHB's decision was not irrational, arbitrary, and capricious. Also, the PCHB's decision served a legitimate governmental purpose because it complied with the statutory mandate that a water right is relinquished if it is not used for five years. Thus, the appellate court affirmed the order of the PCHB.

Here, Benton County is in precisely the same position as the FHA/USDA in *Motley-Motley, Inc.* in that the County also obtained the subject properties via foreclosure proceedings. Thereafter, the FHA/USDA held the property for nearly a decade before selling the property at an auction. The DOE did not make its relinquishment determination based upon the ten year period in which the FHA/USDA held the property after foreclosure. Rather, the DOE focused on the nonuse that occurred prior to the foreclosure proceeding in 1985.

Per *Motley*, it would seem reasonable for Benton County to contact DOE's section manager for water resourcing and request that DOE not relinquish the water right under the surface water right certificate for the subject properties. Further, Benton County should also request that DOE make a favorable determination on nonuse and affirm the validity of the water right in order to protect these properties from losing their water right while the County is holding these properties in trust prior to sale. Clearly, this is not a 100-percent guarantee that DOE will not proceed to relinquishment as relinquishment will be based upon the use or nonuse of the water right by the property owner prior to foreclosure.

There is no legal authority on point that allows an irrigation district, like CID, to circumvent the relinquishment statute and unilaterally reassign water rights to other properties within the irrigation district, as indicated by Mr. Fox. Rather, the lever in the hands of the CID is for the CID to contact the DOE and alert the DOE of the status of the subject properties (*i.e.*, nonuse of water right for five or more years). This should then trigger an

investigation by the DOE as provided by RCW 90.14.130. Whether or not the water right will be deemed relinquished is only for the DOE to decide, not the CID. If the DOE does order relinquishment, then the CID may apply to the DOE for a permit to appropriate the water for a beneficial use. In fact, the CID "shall not use or divert such waters until he has received a permit from the department, as in this chapter provided." RCW 90.03.250. See also RCW 90.14.160. Thus, any letter to the CID should underscore the fact that unilateral reassignment of the water right by the CID is not authorized by law as there has been no determination by DOE that the water right has been relinquished nor has the CID received a permit from the DOE to appropriate the water rights from the subject properties.

#### **B. Abandonment**

Abandonment is the common law mechanism and occurs when there is an intentional nonuse of water or a voluntary relinquishment of a water right. Abandonment can be difficult to prove, both because a showing of long-term nonuse is only evidence of abandonment, not abandonment per se, and because the courts require a relatively high standard of proof. Here, the CID refers only to the relinquishment statute and would likely not argue under the common law.

FILE

TERRY E. MILLER  
ATTORNEY AT LAW  
7409 W. GRANDRIDGE, SUITE C  
KENNEWICK, WASHINGTON 99336  
(509) 783-9786  
FACSIMILE (509) 783-6786

RECEIVED

JAN 23 2008

BENTON COUNTY  
COMMISSIONERS

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	S. Becker

Small  
K. Fitzgerald

COPY

January 16, 2008

**CERTIFIED - RETURN RECEIPT REQUESTED**

Benton County  
PO Box 190  
Prosser WA 99350

**RE: Benton County Water Right**

Gentlemen:

This office represents the Columbia Irrigation District ("CID").

The CID is responsible for managing the irrigation water rights for all properties within the district. One of these responsibilities is ensuring that CID water is actually being used for properties with water rights assigned to them. If a property within the district is not using the irrigation water assigned to it, the Washington State Department of Ecology will reassign those water rights and will move them outside the CID.

See, RCW 90.14.130 through RCW 90.14.180. CID records show the parcels on the attached list to be Benton County property.

The CID has notified Benton County that the CID has made a determination that the County is not using a full water right for all of its property. As a result of this determination, on September 11, 2006, October 2, 2006, October 20, 2006 and November 27, 2006, the CID forwarded documents whereby the County could either submit a written plan for using more of or all of a full water right for the County's property or in the alternative the County could voluntarily relinquish some of its water right.

The County has not submitted a Plan or otherwise responded to the CID's request.

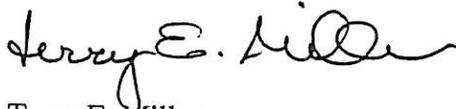
If the County's position is that it can retain a water right without using the water then the County's position is contrary to both statutory and settled case law on beneficial use. It is also contrary to numerous rulings by the Court in the pending Yakima River Adjudication in Yakima County, styled *Department of Ecology v Acquavella, et al.*

Benton County  
Page - 2  
January 16, 2008

The CID is intent on clarifying and properly classifying the County's rights to water. The CID Board of Directors will hold a public hearing on February 5, 2008 to determine the City's beneficial use of water on its property for purposes of possibly reclassifying the property and moving the water right to other land within the CID boundary. The hearing will be part of the CID's regular Board meeting at 7:00 p.m. at the District office at 10 East Kennewick Avenue, Kennewick, Washington.

In order to expedite the process, the CID is willing to present any issue to the Department of Ecology in advance of the hearing or in the alternative to invite a Department of Ecology representative to the hearing to assist the City in understanding the process.

Very truly yours,



Terry E. Miller  
Attorney at Law

TEM/kh

cc Columbia Irrigation District  
County Commissioner, Oliver  
County Commissioner, Bowman  
County Commissioner, Benitz  
Prosecuting Attorney, Andy Miller

# ROLL LIST PRINTOUT WITHOUT CHARGE TOTAL

No. 3179

Parcel#	Roll #	Active?	Owner Name	Owner Address	W Acres	W Rate	NW Acres	N Rate	WR Relinq	LID M	LID C
0598-103-0003-001	36-63-1	<input checked="" type="checkbox"/>	Benton County - Levy in W/Right	PO Box 630, Prosser, WA 99350	0.13	4-40	0.00	2005, 2006, 2007	0.00		
0598-103-0010-001	36-72-1	<input checked="" type="checkbox"/>	Benton County - Levy in W/Right	PO Box 180, Prosser, WA 99350	0.33	4-30	0.00	2005, 2006, 2007	0.00		
380-300-0023-000	64-112	<input checked="" type="checkbox"/>	Benton County - next to shop	PO Box 190, Prosser, WA 99350	3.34	4-40	0.00	2007	0.00		
380-100-0009-000	65-8	<input checked="" type="checkbox"/>	Benton County - Gravel Pit	Engineering Office, PO Box 1001, Prosser, WA 99350	6.59	4-40	0.00	2007	0.00		
2180-201-0162-005	65-258-9	<input checked="" type="checkbox"/>	Benton County - Rau	PO Box 630, Prosser, WA 99350	0.06	4-30	0.00		0.00		
2680-400-0000-001	66-211-1	<input checked="" type="checkbox"/>	Benton County - new - Kerley	PO Box 1001, Prosser, WA 99350	3.37	4-30	0.00		0.00		
6 parcels included											
TOTALS					13.82		0.00			0.00	

1<sup>st</sup> letter Sept 11<sup>th</sup>  
 2<sup>nd</sup> & 20<sup>th</sup>  
 Nov 27<sup>th</sup>, 2006

10:30 am

Bid Opening

Griffin / Johnson Rd Improvement

L Moser .

No Submittal Provided

10:40 am

Bid Opening

ER & R Purchase of Class 6 Truck  
Chassis

L Moser

No Submittal Provided

10:50

**From:** Ryan Brown  
**To:** Marilu Flores  
**Date:** 1/31/2008 10:34:18 AM  
**Subject:** Re: Agenda 02/04/08

I sent them an email. Maybe you could get a copy from David and put it in their books (ask him what he thinks).

Ryan

>>> Marilu Flores 1/31/2008 10:11 AM >>>  
Anything for Commissioner books?.....Marilu

Marilu Flores  
Administrative Secretary  
Benton County Commissioners Office  
PO Box 190  
Prosser WA 99350  
(509) 786-5600 - office  
(509) 786-5625 - fax

>>> Ryan Brown 1/29/2008 1:58 PM >>>  
How about: Dept. of Ecology Contact re Exempt Wells

>>> Marilu Flores 1/29/2008 1:48:12 PM >>>  
Ryan:

Have you before the Board at 10:50 am Monday, Feb 4th for:

Discussion on Dept of Ecology County Wells.

Please confirm topic heading.....Marilu

Marilu Flores  
Administrative Secretary  
Benton County Commissioners Office  
PO Box 190  
Prosser WA 99350  
(509) 786-5600 - office  
(509) 786-5625 - fax

11:00

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>2/4/08</u>	Execute Contract	<u>  X  </u>
Subject:	<u>Furniture Bid</u>	Pass Resolution	<u>  X  </u>
Prepared by:	<u>L. Small</u>	Pass Ordinance	<u>      </u>
Reviewed by:	<u>      </u>	Pass Motion	<u>      </u>
		Consent Agenda	<u>      </u>
		Public Hearing	<u>      </u>
		1st Discussion	<u>  X  </u>
		2nd Discussion	<u>      </u>
		Other Business	<u>      </u>

**BACKGROUND INFORMATION**

A request for bids was published in the TCH on December 31, 2007 for the procurement of previously owned furniture for the office spaces at the Benton County Health District. The County had two interested companies, one being Bella's Office Solutions and the other was Brutzman's, Inc.

Ken Brutzman's wanted to provide a proposal for all new furniture. Mr. Rogers indicated that he was welcome to provide the bid proposal, however, the bid requirements and specifications were published for previously owned furniture.

The bid opening for said proposals was held on January 23, 2008 at 4:00 PM and one bid was received from Bella's Office Solutions, Inc. that included all previously owned furniture requested in the specifications for a purchase amount of \$174,604.51 including WSST; plus an alternate for the complete installation in the amount of \$29,241.00 including WSST for a total bid proposal of \$203,845.51 including WSST.

Bella's Office Solution, Inc. also provide a price should the county require an expedited installation date prior to March 1<sup>st</sup>. Price is for overtime to meet such a schedule. In such an event, this will increase the installation cost to \$34,975.00 including WSST.

**RECOMMENDATION**

County Facilities Manager and the Administrative Services Coordinator from Benton-Franklin Health District has reviewed the proposal and recommends moving forward with the award to Bella's Office Solutions, Inc for the purchase and installation of said furniture for a total amount of \$203,845.51 including WSST with an amount not to exceed \$209,579.51 including WSST in such the event the county requires to expedite the installation.

**MOTION**

**THE BOARD OF BENTON COUNTY COMMISSIONERS HEREBY AWARDS THE PROCUREMENT AND INSTALLATION OF PREVIOUSLY OWNED FURNITURE TO BELLA'S OFFICE SOLUTIONS, INC. FOR AN AMOUNT NOT TO EXCEED \$209,579.51 FOR THE BENTON COUNTY HEALTH DISTRICT BUILDING, AND AUTHORIZES THE CHAIRMAN OF THE BOARD TO SIGN THE SERVICE AGREEMENT ATTACHED HERETO.**

# RESOLUTION

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

**IN THE MATTER OF AWARDING THE PROCUREMENT OF PREVIOUSLY OWNED FURNITURE FOR THE OFFICE SPACES AT THE BENTON COUNTY HEALTH DISTRICT TO BELLA'S OFFICE SOLUTIONS, INC.**

**WHEREAS**, a request for bids was published in the Tri-Cities Herald on December 31, 2007 for the procurement of previously owned furniture for the office spaces at the Benton County Health District; and

**WHEREAS**, Benton County Facilities received and opened one bid on January 23, 2008 from Bella's Office Solutions, Inc., Kennewick, WA in the amount of \$174,604.51 with an alternate for the installation in the amount of \$29,241.00 both amounts including WSST; and

**WHEREAS**, if the county requires an expedited installation date prior to March 1, 2008, contractor will be required to work overtime to meet such a schedule. In such an event, the bid for installation shall increase to \$34,975.00 including WSST; and

**WHEREAS**, Benton County Facilities Manager and the Administrative Services Coordinator from Benton-Franklin Health District reviewed the bid proposal and recommends the award to Bella's Office Solutions, Inc in the amount of \$174,604.51 plus accept the alternate for the installation in the amount of \$29,241.00 with both amounts including WSST; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and awards the procurement of the Benton County Health District furniture to Bella's Office Solutions, Inc including the alternate for a total amount of \$203,845.51 including WSST.

**BE IT FURTHER RESOLVED** total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed \$209,579.51 including WSST; and

**BE IT FURTHER RESOLVED** the Board authorizes the Chairman of the Board to sign the agreement attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Orig: File – Lisa Small  
cc: Auditor; R. Ozuna; Facilities; BCHD; Bella Office Solutions; Purchase File

Small

**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 **BELLA'S OFFICE SOLUTIONS, INC.** a corporation organized under the laws of the State of Washington, with its principal address at 7425 W. Clearwater, 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

Exhibit "A" - Contractor's Bid Proposal

Exhibit "B" - 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 complete delivery and installation and functional setup of furniture located at 7102 W. Okanogan, Kennewick, WA. This includes providing all necessary equipment, supplies and materials.

#### 4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Peggy Montgomery  
Bella's Office Solutions, Inc.  
7425 W. Clearwater  
Kennewick, WA 99336  
Phone (509) 735-9933
  
- 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 bid proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement for the purchase and installation of said furniture is two hundred three thousand eight hundred forty five dollars and fifty-one cents (\$203,845.51) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed two hundred nine thousand five hundred seventy nine dollars and fifty-one cents (\$209,579.51) including Washington State Sales tax.

**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. 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 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 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 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.

- 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**

**BELLA'S OFFICE SOLUTIONS, INC.**

\_\_\_\_\_  
Leo Bowman, Chairman  
Benton County Commissioner

\_\_\_\_\_  
Peggy Montgomery, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

BID PROPOSAL

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

The undersigned hereby certifies that PEGGY MONTGOMERY 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 a purchase amount with sales tax on this form. Using the subtotal from the breakdown on the following pages.

ONE HUNDRED SEVENTYFOUR THOUSAND SIX HUNDRED FOUR DOLLARS <sup>5/00 Furniture</sup> (\$ 174,604.51 )  
(Furniture Bid amount in words and numbers.)

Please submit the proposal for the "Alternate" option for the complete installation of the furniture with sales tax on this form.

TWENTY NINE THOUSAND TWO HUNDRED FORTY ONE DOLLARS (\$ 29,241.00 )  
("Alternate Bid" amount in words and numbers.)

FIRM NAME: BELLAS OFFICE SOLUTIONS , INC.

ADDRESS: 7425 W CLEARWATER, KENNEWICK WA. 99336

STATE OF INCORPORATION (if a Corporation): WASHINGTON

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: *Peggy Montgomery* Telephone: 509-735-9933

Name: PEGGY MONTGOMERY Title: PRESIDENT

Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

CONTACT PERSON:

Same 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.

Inventory	Manufacturer/ Model	Qty	Description	Unit Price	Total
pre-owned	Herman Miller Q-System	12	Spec. A	800	9600.
pre-owned	Herman Miller Q-System	39	Spec. A.1	800	31,200.
pre-owned	Herman Miller Q-System	10	Customized Spec.	800	8,000.
pre-owned	Herman Miller Q-System	5	Custom Hoteling stations	300	1,500.
pre-owned	Herman Miller	3	Aeron Chairs	549	1,647.
pre-owned	First Office	4	mingle chairs	399	1,596
reman	Steelcase	1	Criterion Big Boy task chair	499	499.
reman	Steelcase	65	Criterion task chair	99	6,435.
reman	Steelcase	42	Criterion armless task chair	75	3,150.
pre-owned	Herman Miller	100	Aside chairs (193 in stock)	129	12,900.
pre-owned	Herman Miller	100	stackable chairs no arms w/ fabric	79	7,900.
pre-owned	Global	130	Plastic chairs	65	8,450.
pre-owned	Geiger	15	Desk Unit - u-shaped dark wood	2300	34,500.
pre-owned	Geiger	3	B/F pedestal mobile	329	987.
pre-owned	Geiger	1	freestanding Credenzas		
pre-owned	Geiger	24	Collegeville chairs dark wood	229	5,496.
pre-owned	OTG	7	Bookcases	399	2,793
pre-owned	Herman Miller	17	Round tables	179	3,043.

Inventory	Manufacturer/ Model	Qty	Description	Unit Price	Total
pre-owned	Herman Miller	8	Square tables	159	1,272.
pre-owned	Herman Miller	40	rectangular tables	129	5,160.
pre-owned	OTG	1	Drafting stools	499	499.
pre-owned	OTG	10	Children's chairs	65	650.
pre-owned	OTG	2	lounging chairs	349	698.
pre-owned	OTG	2	club chairs	379	758.
pre-owned	OTG	2	Children's tables	199	398.
pre-owned	OTG	3	end tables	229	687.
pre-owned	OTG	1	coffee table	189	189.
pre-owned	Herman Miller	7	keyboard trays	199	1,393
pre-owned	Herman Miller	16	keyboard trays	99	1,584.
pre-owned	Herman Miller	4	pencil trays	49	196.
pre-owned	Herman Miller	11	BBF mobile pedestal	99	1,089.
pre-owned	OTG	1	Printer stand	179	179.
pre-owned	OFS	4	Fully upholstered chair	649	2,596.
pre-owned	OTG	1	12 ft. conference table	3000	2,094.
pre-owned	OTG	1	8 ft conference table	899	899.
pre-owned	OTG	4	3 drawer Lateral files	299	1,196

Subtotal		161,223.
Sales Tax		13,381.5
Total		174,604.5

**January 23, 2008**

**Schedule of Installation**

**Alternate Bid for the furniture installation to be completed on or before March 1, 2008 for the bid price. The aforementioned bid price requires 30 working days to perform all required installation. This includes all shipping lead times, as well as installation.**

**Should client require an expedited installation date prior to March 1, 2008, contractor will be required to work overtime to meet such a schedule. In such an event, the bid shall increase to 34,975.00 which includes WSST.**

**From:** <Thomas\_Sweeney@blm.gov>  
**To:** <commissioners@co.benton.wa.us>  
**Date:** Tue, Jan 15, 2008 4:34 PM  
**Subject:** Request for Communication - Proposed Benton City Community Sand and Gravel Pit

RECEIVED  
 11:05  
 JAN 15 2008  
 BENTON COUNTY  
 COMMISSIONERS

Greetings and salutations:

I have been authorized by the BLM Spokane District - Border Resource Area Manager, Kevin Devitt, to contact the Benton County Commissioners to establish dialog regarding the proposed development of Federal property situated in Benton County.

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

A 72.5 acre Federal parcel located south of the freeway at Benton City, WA and north of the A&B Asphalt sand and gravel site is being considered for development of sand and gravel resources. BLM's notice of intent for this project was published twice in the Tri-City Herald. We received no response from the county commissioners. At this time BLM would like to convey to the commissioners, our interest in a personal meeting with your group so that we might inform you of our intentions, present to you our plan and intended goals and seek your ideas and input on how best to proceed with this project. We feel that this operation would be of great economic benefit to Benton City and Benton County. An operation at this site would provide a source for reasonably priced mineral materials to support future community growth, ensure long term employment for local residents, create a significant tax base for local infrastructure, and have beneficial ripple effects throughout the local economy. In addition, our proposed simultaneous reclamation and mining plan would minimize local impacts and result in the development of a pit lake and adjacent wildlife habitat which would be an asset to the community through tourism, community recreation and increased future property values.

Please respond to this email if you are interested in establishing dialog with BLM and I will initiate a formal letter to develop this relationship.

Sincerely,

Thomas M. (Mike) Sweeney LPG, LPHG, LPEG,  
 Border Resource Area, Spokane District  
 Phone # 509.536.1283

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information protected by law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

**CC:** <Kevin\_Devitt@blm.gov>, <Robert\_Towne@blm.gov>, <June\_Hues@blm.gov>, <Scott\_Pavey@blm.gov>, <Kelly\_Courtright@blm.gov>

RECEIVED

JAN 24 2008

BENTON COUNTY  
COMMISSIONERS

**From:** Ross Dunfee  
**To:** Benitz, Max; Bowman, Leo; ClaudeOliver@aol.com; Commissioners; Flores, Marilu; Oliver, Claude; SmithKelty, Loretta; Sparks, David  
**Date:** 1/24/2008 3:01:07 PM  
**Subject:** Re: Fwd: Fw: Request for Communication - Proposed Benton City Community Sand and Gravel Pit

Per Commissioner Oliver's request I will try to make contact with Thomas Sweeney. I have left an e-mail and phone call for Mr. Sweeney.

Ross

>>> Commissioners 1/24/2008 2:13 PM >>>  
Commissioners: Any direction for Ross?

Ryan: Does this email fall into a "Request for Public Information" which requires a response? I will forward previous original "Request for Communication"

**CC:** Brown, Ryan

**From:** Commissioners  
**To:** COMNRS,DS,LSK  
**Subject:** Re: Fwd: Fw: Request for Communication - Proposed Benton City Community Sand and Gravel Pit

Commissioners: Any direction for Ross?

Ryan: Does this email fall into a "Request for Public Information" which requires a response? I will forward previous original "Request for Communication".

**CC:** Brown, Ryan

RECEIVED

JAN 24 2008

BENTON COUNTY  
COMMISSIONERS

**From:** Ryan Brown  
**To:** Commissioners  
**Date:** Thu, Jan 24, 2008 3:18 PM  
**Subject:** Re: Fwd: Fw: Request for Communication - Proposed Benton City Community Sand and Gravel Pit

To Sender of the Email Set Forth Below (whoever that is):

I have not seen anything in these emails that constitutes a request for records under the Public Records Act. That Act does not apply to requests for "information", only to requests for "records".

Call if any questions.

Ryan

Ryan K. Brown, Chief Deputy (Civil)  
Benton County Prosecuting Attorney's Office  
Phone: (509) 735-3591  
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

>>> Commissioners 1/24/2008 2:13:36 PM >>>  
Commissioners: Any direction for Ross?

Ryan: Does this email fall into a "Request for Public Information" which requires a response? I will forward previous original "Request for Communication"

**RECEIVED**  
JAN 23 2006  
BENTON COUNTY  
COMMISSIONERS

**From:** Commissioners  
**To:** Dunfee, Ross  
**Subject:** Fwd: Fw: Request for Communication - Proposed Benton City Community Sand and Gravel Pit

Ross: I believe you responded to Commissioner Oliver on this issue; but I believe it did not reach Mr. Sweeney. Can you re-address or resend your email if it was directed to Mr. Sweeney? Thank you.....Marilu

**From:** Ross Dunfee  
**To:** Oliver, Claude  
**Date:** 1/17/2008 3:43:25 PM  
**Subject:** Re: Fwd: Request for Communication - Proposed Benton City Community Sand and Gravel Pit

I have provided a copy of the e-mail to Benton City Mayor Lloyd Carnahan. He is concerned about the potential impacts within the Benton City Commercial/Industrial development area at the proposed gravel pit location and I believe that he will be calling our Commissioners requesting assistance in addressing the concerns to BLM.

Ross

>>> Claude Oliver 1/16/2008 11:14 AM >>>  
Ross: FYI, Claude

Claude Oliver  
Benton County Commissioner  
District 3  
P.O. Box 190  
Prosser, WA 99350  
Phone: (509) 736-3080 or (509) 786-5600  
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**CC:** Benitz, Max; Bowman, Leo; Flores, Marilu; Marden, Terry; Sparks, David

11:15

Personnel Resources Department  
**BENTON COUNTY**  
 7122 West Okanogan Place, Bldg. A • Kennewick, WA 99336  
 PHONE: (509) 737-2777 OR (509) 786-5626 • FAX: (509) 737-2778

January 30, 2008

Benton County Board of Commissioners  
Benton County Courthouse

RE: SAFETY AND TRAINING COORDINATOR RECRUITMENT EXPENSES

Dear Commissioners:

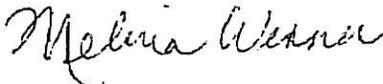
As you know, the Board of Commissioners approved a Safety and Training Coordinator position in the 2008 budget. On January 25, 2008, David Sparks, Loretta Smith Kelty, and I interviewed two internal candidates and three candidates outside of the Tri-City area. A total of twenty-seven applications were received for this position. The majority of applicants, who met the education and experience guidelines, reside outside of the State of Washington.

The individual selected currently resides in Iowa and will need to relocate to the Tri-City area. He is currently working as a Safety Specialist with the Iowa Association of Municipal Utilities and has a Bachelor of Science in Industrial Technology with a Safety Emphasis. The interview team believes that he will be a great asset to Benton County. Therefore, I am pleased to announce that I have extended an offer for the Safety and Training Coordinator position in the Personnel Resources Department.

In an effort to recruit this individual for this position, I am proposing that the Board of Benton County Commissioners approve funding in the amount of \$5,000 to assist him with his relocation expenses. I anticipate this person will begin March 1, 2008. Therefore, I have two months of budgeted salary and benefits which will be unexpended. This money could be utilized to assist with relocation expense.

I appreciate your consideration in the matter and look forward to receiving your input on February 4, 2008.

Sincerely,



Melina Wenner  
Personnel/Risk Manager

11:25

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 04 Feb 2008 Subject: Life Cycle Costs Memo Date: 30 Jan 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other X	Consent Agenda Public Hearing 1st Discussion 2nd Discussion X Other

**SUMMARY & BACKGROUND**

Attached is a draft letter to USDOE Assistant Secretary for Environmental Management James Rispoli. When our Hanford Advisory Board representatives Maynard Plahuta and Kenneth Gasper visited with Commissioners earlier in January, they talked about sending a letter to DOE about "Hanford Life Cycle Costs". A letter that complimented work done to date on clean-up, but urged the need to get the Tri-Party Agreement negotiations done, get on with clean-up, and address "life cycle costs".

Mr. Plahuta and I drafted the attached letter on this subject. There is also additional background information for context.

4 February 2008

James A. Rispoli  
Assistant Secretary for Environmental Management  
United States Department of Energy  
EM-1 / Forestal  
1000 Independence Avenue Southwest  
Washington, DC 20585

Dear Mr. Rispoli:

Benton County is pleased to learn that development of a "Hanford Life Cycle Report" is being discussed as part of the current Hanford Tri-Party Agreement (TPA) negotiations. We have been told the proposed Life Cycle Report will contain the current program baseline plans, together with projections of the complete cost and schedule for completion of the various elements of that program. Also, the Life Cycle Report will be updated periodically, whenever significant program changes are made, to reflect the impact of the program changes on the previously published estimates of cost and schedule. We believe that implementation of this concept will allow the Tri-Parties, the stakeholders, and the tribal nations the opportunity to provide input on the proposed changes prior to their implementation. The County supports this concept and urges your endorsement for its development and implementation.

The above approach will help achieve meaningful dialog and increased credibility with constituents of this community. This is particularly true if citizens are allowed to provide input to the assumptions used and the alternatives considered when determining cost and schedule elements of the report, and if the report is followed with an independent verification. This concept seems consistent with your recent letter published on January 4th in the Tri-City Herald.

It is essential the Life Cycle Report clearly identifies the total undiscounted life cycle cost of various options or alternatives when selecting clean up actions. This is because it frequently appears that decisions have been based on present day cost only, without consideration of long term maintenance and monitoring costs. Discounting these long term costs over time gives a misleading estimate of real costs because DOE funds for future expenditures are not placed in interest bearing accounts until used.

Therefore, it is recommended that the total undiscounted life cycle costs be factored in all assumptions used and clean-up alternatives considered in the development of the comprehensive Hanford Life Cycle Report. It is also urged that critical program baseline assumptions and parameters are not manipulated in any given analysis to achieve a desired conclusion. Such management controls will lend valuable credibility to the Report as well as all other decision informing documents.

The Commission understands there is a proposed 8-year extension of TPA milestones to complete the waste treatment plant; and a 24-year TPA milestone extension for completion of waste treatment and clean up of tank farms. Delays of this magnitude are confusing and difficult to understand, and have not been well explained to stakeholders, local governments, and tribal nations. Significant further discussion of these proposals will be necessary to achieve public support for the changes.

The above thoughts are offered for constructive consideration by you and your Hanford management team. Benton County commends the many fruitful clean-up successes achieved at Hanford under your direction so far, and looks forward to continued progress in the crucial years ahead. Your increased support and attention to groundwater clean-up efforts at Hanford, is particularly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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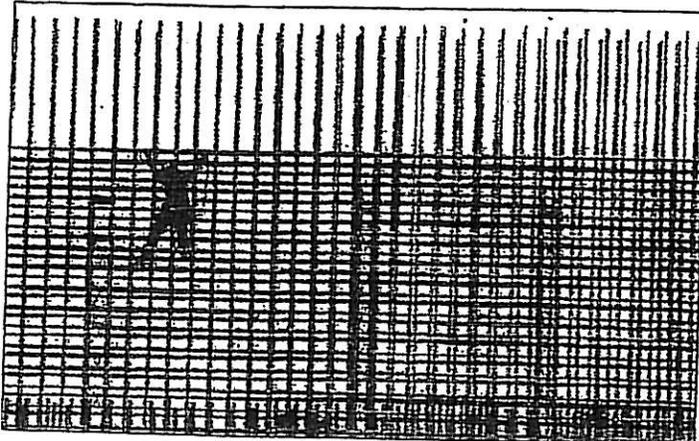
Claude Oliver, Chairman

cc: US Representative Doc Hastings, WA – District 4  
Hanford Advisory Board  
Hanford Communities

Tri-City Herald

1/4/08

A8  
(Opinion)



Herald file

An iron worker climbs on steel rebar for a wall at the pre-treatment building at the vitrification plant at Hanford.

### DOE committed to cleanup

We at the Department of Energy consider it vitally important to collaboratively create a shared vision of cleanup priorities in states that host nuclear weapons cleanup sites. One reason I have insisted that the DOE's environmental cleanup program establish greater project management rigor and discipline is that it allows us to engage in this dialogue — with state and federal regulators, stakeholders and tribes — using clear assumptions and independently verified cost, workscope and schedule baselines.

I also have insisted on having federal project directors with the appropriate qualifications lead the cleanup projects to completion and have begun collaborating with the Army Corps of Engineers to achieve a comprehensive project management

capability in the nationwide cleanup program that is best-in-class in the federal government.

We expect to complete independent verification of the cleanup baselines this year. The assumptions of those baselines clearly delineate technical and programmatic challenges, as well as budget constraints. The verified Hanford cleanup baselines will enable meaningful dialogue about using resources in a manner that accomplishes a shared cleanup vision among the EPA, the state of Washington, and the Department of Energy. I remain committed to continue to build on the excellent progress at Hanford to date and to forge ahead on the important work under way.

**JAMES A. RISPOLI**  
Assistant Secretary for  
Environmental Management  
U.S. Department of Energy

**tricityherald.com**

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## New Year's resolution: Get details on cleanup cost

*This story was published Tuesday, January 1st, 2008*

A new year is starting with negotiations on the Tri-Party Agreement for Hanford cleanup at a standstill.

That's disappointing, but it's a lot better than state and federal regulators caving in to the Department of Energy's push for lengthy delays in treating Hanford's tank wastes.

So far, DOE has failed to make a convincing case for changes it's proposing in deadlines for dealing with some of Hanford's deadliest wastes.

The other two partners in the TPA — the state Department of Ecology and the federal Environmental Protection Agency — need to hold their ground.

Northwesterners recognize that having the nation's worst environmental mess adjacent to the Columbia River is a call for urgency.

But no one can count on Congress to sustain the political will needed to continue the flow of billions in tax dollars that Hanford cleanup requires.

In fact, the congressional coalition focused on cleaning up the nation's former nuclear weapons sites gets smaller every time DOE completes environmental work in places like Fernald, Ohio, and Rocky Flats, Colo.

Congress isn't the only worry. With every change in administration, DOE's priorities change too. Trusting folks inside the beltway to act in the Northwest's best interest is often a mistake.

Right now, the Energy Department is talking about extending the deadline for emptying wastes from single-shell tanks from 2018 to 2040.

Requesting a 22-year delay in getting wastes treated or transferred to modern storage from these deteriorating tanks is baffling, given their history of leaking highly radioactive liquids into the desert soil.

Other changes under consideration would delay completion of liquid waste treatment and cleanup of the tank farms until 2052, which is 24 years past the current deadline of 2028.

Instead of seeking delays, James Rispoli, assistant secretary for environmental management, ought to be fighting for more money to speed cleanup.

In its Nov. 2 letter to Rispoli and representatives of the other two TPA agencies, the Hanford Advisory Board warns that Congress may see extended deadlines as an admission that warnings about tank wastes have been overblown.

With so much competition for federal dollars, many members of Congress won't need much more of an excuse to cut the cleanup budget and send the money elsewhere.

That's a frightening prospect to the millions of Northwesterners who depend on the Columbia River for drinking water, recreation, transportation, irrigation systems and more.

11108  
(Page 2 of 2)  
It isn't clear how much of the push for delays is driven by technical problems and how much is because of budget concerns.

None of the Tri-Party agencies can be expected to make good decisions based on incomplete information.

That's HAB's opinion. The board calls for negotiations on any major TPA delays to be deferred until questions of technical vs. fiscal constraints are answered.

The Hanford Lifecycle Report, due in September, is supposed to detail how quickly cleanup can be completed if full funding is available.

Changes to the TPA will never be approved if it looks like the department is basing cleanup decisions on what it wants to spend instead of what's needed.

Of course, money counts.

But that balancing of risks and costs can't be made without the consent of DOE's regulators.

And will never come without better information.

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