March 17, 2008

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
March 10, 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

County Employees Present: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Public Works Director Ross Dunfee; Planning Director Terry Marden; Lisa Small, Commissioners' Office; Duane Davidson; Personnel Manager Melina Wenner; Safety/Training Coordinator Bryan Perry; DPA Ryan Brown; Josie Delvin; Jackie Hill; Mike Shuttleworth; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; Central Services Manager Randy Reid; Assessor Barb Wagner; Pat Powell, Auditor's Office.

Approval of Minutes

The Minutes of February 25, 2008 were approved.

Consent Agenda

Chairman Oliver said he would sign the resolution "bb" (2007 Federal Annual Certificate Report) and the attachment once he talked to the Sheriff.

Item "x" (Piert Road Extension) was corrected.

MOTION: Commissioner Benitz moved to approve the consent agenda items "a" through "hh" as corrected. Commissioner Bowman seconded and upon vote, the Board approved the following:

Auditor
a. Surplus of Personal Property
Commissioners
b. Line Item Transfer, Fund No. 0000-101, Dept. 107
District Court
c. Line Item Transfer, Fund No. 0000-101, Dept 111
Facilities
d. Lease & Maintenance w/Pacific Office Automation for Digital Copier

e. Waterline Easement to City of Kennewick
f. Notice of Substantial Completion for Benton County Health Building
g. Emergency Replacement of Water Tank at Benton County Jail

Fairgrounds

h. Contract w/Cut Above Inc. for Grounds Maintenance Spraying Services
i. Benton Franklin Fair Association Addendum Lease Agreement
j. Benton Franklin Fair Association Leasehold Improvement Agreement
k. Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse – Horse Riding
l. Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse – Play Days
m. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Services

n. Contract Amendment, #07/10-HGAP-CAC-1 w/BF Community Action Committee
o. Program Agreement, #0763-21308-01 w/Division of Developmental Disabilities

Juvenile

p. Contract Amendment w/Washington Collectors Tri-Cities, Inc.
q. Contract w/City of Benton City for Graffiti Abatement Program
r. Contract w/City of Pasco for Fee for Services
s. Interagency Agreement w/Administrative Office of the Courts for Interpreter Funding

Parks

t. Notice of Substantial Completion for Higgins Field Maintenance Building

Personnel

u. Rescinding Resolution 07-587 - Salary Grade for Temporary Clerical

Road/Engineer

v. Travel Expense Reimbursement
w. Approval of Bituminous Surface Treatment 2008
x. Piert Road Extension – Supplement Agreement No. 1
y. Appropriate Sums for the Canal Realignment for Webber Canyon Road
z. Appropriate Sums for Bituminous Surface Treatment 2008
aa. E.R.R Purchase – Bulk Diesel Fuel for 2008

Sheriff

bb. 2007 Federal Annual Certificate Report
cc. Line Item Transfer – Fund No. 0142-101, Dept 000
dd. Purchase Wireless Portable Radio Microphones
ee. Contract w/Evercom System, Inc. for Inmate Phone Services

Sustainable Development

ff. South County - Plymouth Contract

Superior Court

gg. Line Item Transfer – Fund No. 0156-101
hh. Rescinding Resolution 07-405 – Salary Grade for Temporary Judicial Law Clerk

Other Business

Employee Evaluation – Human Services Director
Commissioner Benitz suggested a board member consult with a Franklin County Board member to put together an employee evaluation for the Human Services Director. The Board agreed that Commissioner Benitz could take the lead on that project.

Legislative Report

Commissioner Bowman provided information and briefly discussed the following: NACO report from Washington, D.C. conference; transportation issues; presentation on Capitol Hill of the new Red Mountain brochures; and WSAC Senate Legislation.

Other Business

Diking District

Commissioner Bowman said he received a call from Craig Williamson regarding support for legislative funding for the Benton County Diking District. The Board agreed he could write a letter in support of that legislative funding.

Thurston County – GMA – Legal Action

Commissioner Bowman asked the Board for permission to have DPA Ryan Brown review whether Benton County should join in the legal action with WSAC on this issue. The Board agreed.

Health Board Meeting

Commissioner Bowman said he would not be able to attend the next meeting and wanted to be sure there was a quorum present. Chairman Oliver said he would check his schedule.

County Seat Ballot

Commissioner Bowman asked the Board if they wanted to review the legalities of whether the County Seat issue could be put on the ballot as a discretionary issue. The Board agreed.

Building Department Fee Schedule

Terry Marden and Steve Brown presented a revised Building Department Fee Schedule. Mr. Marden said the 10% processing fee was eliminated in August 2003 and they were now requesting to reconstitute the 10% processing fee to help build up the reserve fund again. Additionally, once the fund had sufficient reserves, they would look at reducing or eliminating the fee again.

Commissioner Bowman said he spoke with the Home Builders Association and they were in support of the fee at this time, with the understanding that once the reserves were built up, it would be eliminated.

Commissioner Benitz asked why the reserves had been reduced. Mr. Marden said one reason was the purchase of the permit tracking system software and increased costs, including fuel. Commissioner Benitz said he was agreeable to the implementation of the fee at this time, and requested the Board look at expenditures and the relation of services to costs when reviewing the 2009 budget.

MOTION: Commissioner Bowman moved to adopt the Fee Schedule for the Benton County Building Department. Commissioner Benitz seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:30 a.m.

Short Plat Appeal – SHPA 08-03

Mike Shuttleworth presented an appeal by Troy and Jill Sanchez to the Short Plat Administrator's requirement that a 40-foot access easement be provided and requested the Board approve the short plat with the existing 33-foot easement.

Testimony

Paul Vanderburt, West Richland, said he owned the adjoining lot and just wanted to know how the issue would affect his property. Mike Shuttleworth said the easement presently serving the property would remain the same.

Troy Sanchez, applicant, spoke in favor of the appeal.

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

Mike Shuttleworth entered into the record the letters attached to the staff report.

MOTION: Commissioner Bowman moved to approve the appeal of Troy and Jill Sanchez. Commissioner Benitz seconded and upon vote, the motion carried.

Records Storage Report

Roy Rogers and Wayne Hunsaker, CWH Architects presented the Board with the Records Storage Report that included proposals to meet the five and ten year projected storage needs. Prosser storage solutions were contingent upon whether the County decided to build a one or two story building and included possible storage in the Planning, Cooperative Extension, and Maintenance Shop buildings as alternates.

Mr. Hunsaker said a new building dedicated to storage could be built in the Courtyard area on the west side of the Justice Center, estimated at a cost of $2.5 million, and would add a total of

17,412 square feet of net storage space. This building would meet the estimated 10-year storage requirements in Kennewick.

Additionally, it was stated that the Clerk's proposal for off-site storage, as presented earlier, was not factored into this report.

Commissioner Bowman said he was ready to move forward with some kind of solution.

Commissioner Benitz recommended the Board appoint a "Storage Committee" made up of elected officials to identify the long-term storage needs. He said he was committed to taking care of the immediate needs, but also wanted a long-term solution. He said he did not have $2.5 million for a new building.

Chairman Oliver discussed the possibility of hiring a qualified facilitator to help with the process and also discussed the need for a digital format survey for retrieval and storage.

The Board agreed it would review the matter further after Wednesday's meeting and could possibly take action at the next Monday meeting. The matter was scheduled at 9:50 a.m. on March 17, 2008 for one hour.

Medical Prescription Drug Cards

Loretta Smith Kelty presented a contract and Ryan Brown's legal opinion regarding joining in the NACO Prescription Drug Discount Card Program. Mr. Brown said he wanted the Board to be aware the program had to be monitored by someone.

Commissioner Bowman recommended staff move forward on the issue and bring back a recommendation.

Mr. Sparks said that based on previous concerns, they wanted to know if the Board wanted them to move forward so they could provide more details.

Commissioner Benitz said he was not in support of moving forward if it would take employee time. Additionally, he expressed concern about not being able to get out of the agreement. Ryan Brown said the Board could terminate the contract with a 60-day notice before the end of each year.

Chairman Oliver agreed to have staff move forward.

Executive Session – CID Water Rights Issues

The Board went into executive session at 10:17 a.m. for approximately 20 minutes with DPA Kathleen Fitzgerald to discuss the CID water rights issue. Also present were Steve Becken, Ryan Brown, Duane Davidson, Ross Dunfee, David Sparks, Loretta Smith Kelty, and Cami McKenzie. The Board came out of executive session at 10:23 a.m. No decisions were made.

The Board briefly recessed, reconvening at 10:30 a.m.

Bid Opening – Traffic Sign Material

The following bids were received:

National Barricade & Sign Company, Spokane, WA:	no quote
Vulcan Signs, Foley, Alabama:	no quote
Traffic Safety Supply Company, Portland, OR:	$29,997.71
Zumar Industries, Inc., Tacoma, WA:	$24,440.50
Rocal, Inc., Frankfort, Ohio:	$26,804.46
Newman Traffic Signs, Jamestown, ND:	$26,796.46
Alpine Products, Inc., Auburn, WA:	$39,752.40
Aabco Barricade Co., Mukilteo, WA 98275:	$30,717.57
C.J. Plastics, Benton City, WA:	$31,263.05

Mr. Moser said he would review the bids and bring back a recommendation.

The Board briefly recessed, reconvening at 10:40 a.m.

Document Storage - Continued

Mr. Sparks asked the Board to confirm the direction given regarding document storage. The Board agreed it would wait until Monday's meeting to give direction on moving forward.

Planning & Building Organizational Structure

David Sparks presented a proposal to separate the Planning/Building Director into two separate positions, and said it would not create any new staff positions.

Commissioner Bowman said the Home Builders' Association was in concurrence with this separation of duties.

MOTION: Commissioner Benitz moved to approve the resolutions establishing the salary grade for the Planning Manager at a grade 21 and the Building Manager at a grade 19. Commissioner Bowman seconded and upon vote, the motion carried.

Executive Session – Discuss Performance of Public Employees

The Board went into executive session at 10:48 a.m. with DPA Sarah Perry and David Sparks for approximately 15 minutes to discuss the performance of public employees. Also present were Terry Marden, Ryan Brown, Melina Wenner, Loretta Smith Kelty, and Cami McKenzie. The Board came out of executive session at 10:56 a.m. The Board took no action.

The Board briefly recessed, reconvening at 11:05 a.m.

Executive Session – Potential Litigation

The Board announced it would go into executive session at 11:07 a.m. with DPA Ryan for approximately 10 minutes to discuss withholding documents requested in a public records request.

John Trumbo, Tri-City Herald, asked if there had been any communication to the Board stating it wanted to pursue litigation. Ryan Brown said he was asking the Board if it wanted to pursue litigation regarding this issue and the subject was covered under statute to be held in executive session.

Also present were David Sparks, Cami McKenzie, Josie Delvin, Bobbie Gagner, Barb Wagner, Duane Davidson, and Loretta Smith Kelty.

The Board came out of executive session at 11:17 a.m. Mr. Brown announced the Board needed another five minutes in executive session. The Board came out of executive session at 11:20 a.m. and Mr. Brown stated the Board made no decisions.

MOTION: Commissioner Bowman moved that in response to Mr. Staples' records request of February 28, 2008, that to the extent legally allowed, all responsive documents be provided to him, and that we not withhold any responsive documents that currently exist based on claims of privilege or attorney work product.

Commissioner Benitz seconded and upon vote, the motion carried.

Discussion on Bert James Road

Steve Becken provided a memo dated March 4, 2008 outlining the process followed in trying to obtain right of way on Bert James Road. Mr. Becken said that negotiations had stalled with Mr. Walker and he asked for direction from the Board.

Commissioner Benitz said it was time to drop the project. Commissioner Bowman agreed and requested they write a letter to everyone they negotiated with and let them know that negotiations had broken down and the project had been stopped. Chairman Oliver agreed.

Annex Remodel Update

Melina Wenner, Roy Rogers, and Bryan Perry updated the Board on the annex remodel. Ms. Wenner stated that items 1 through 4 had been completed and that Facilities also painted, cleaned the carpet, and completed additional deep cleaning. Ms. Wenner said that Bryan Perry would follow up with the employees in that building in 30 days.

Barb Wagner expressed concern about the relative humidity level and wanted to know when it would be checked. Mr. Rogers said the humidity level, along with the other systems would be checked in 30 days to see if they were working properly and if the conditions improved.

WRIA 31 Interlocal Agreement / Horse Heaven Hills Irrigation Concept

Interlocal Agreement

Adam Fyall presented an Interlocal Agreement with Klickitat County to participate in the watershed planning process for WRIA 31.

MOTION: Commissioner Benitz moved to approve the interlocal agreement with Klickitat County, in an amount up to $10,000. Commissioner Bowman seconded and upon vote, the motion carried.

Application for State Funding/Survey

Mr. Fyall said the pre-application had been kicked back by Ecology, meaning they were not going to invite Benton County to apply for funding. He said the Board had the option to pursue Ecology on that subject to see if Benton County could apply anyway.

Chairman Oliver recommended a meeting between Commissioner Benitz and Ecology to see why Ecology rejected the application.

Commissioner Benitz said his issue was adoption of the WRIA 31 watershed plan. He indicated it clearly identified a pathway for adoption and implementation and the Board needed to ensure Yakima and Klickitat Counties were on board, and then to follow the process as outlined.

Commissioner Bowman said he agreed that WRIA 31 should be adopted. However, he also suggested the survey of landowners and farmers on the hill be completed now and then the County could make further decisions on moving forward.

Chairman Oliver also suggested a debriefing from Mr. Unland on what he accomplished and again asked Commissioner Benitz if he would meet with the Department of Ecology.

Mr. Fyall said the application was rejected because the scope was not well defined and key questions were not identified. The Board agreed it would not meet and/or apply pressure to Ecology to see if it could apply by the April 1 deadline. Chairman Oliver also stated it could determine later in the summer if the survey was needed. Mr. Fyall said the County would have an opportunity in July to use funds to proceed with the RFP for the survey.

Additionally, the Board agreed that Mr. Dunfee did not need to be involved in the process.

Other Business

Veterans' Assistance

Pat Powell requested the Board approve an income waiver for Robert Jerome Burns.

MOTION: Commissioner Benitz moved to approve the income waiver for Robert Jerome Burns. Commissioner Bowman seconded and upon vote, the motion carried.

Claim for Damages

CC 08-08: Received on March 6, 2008 from Jason Van Antwerp for false incarceration.

Vouchers

Check Date: 2/29/2008
Warrant #: 891892-892185
Total all funds: $2,860,512.34

Check Date: 3/5/2008
Taxes #: 10108031-10108032
Warrant # 892300-892344
Total all funds: $1,779,241.61

Check Date: 3/5/2008
Warrant #: 217101-217286
Direct Deposit # 36226-36768
Total all funds: $1,925,240.82

Check Date: 3/7/2008
Warrant #: 892345-892570
Total all funds: $373,809.12

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

Resolutions

08-358	Surplus of Personal Property
08-359	Line Item Transfer, Fund No. 0000-101, Dept. 107
08-360	Line Item Transfer, Fund No. 0000-101, Dept 111
08-361	Lease & Maintenance w/Pacific Office Automation for Digital Copier
08-362	Waterline Easement to City of Kennewick
08-363	Notice of Substantial Completion for Benton County Health Building
08-364	Emergency Replacement of Water Tank at Benton County Jail
08-365	Contract w/Cut Above Inc. for Grounds Maintenance Spraying Services
08-366	Benton Franklin Fair Association Addendum Lease Agreement
08-367	Benton Franklin Fair Association Leasehold Improvement Agreement
08-368	Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse – Horse Riding
08-369	Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse – Play Days
08-370	South County - Plymouth Contract
08-371	Line Item Transfer, Fund No. 0124-101, Dept. 000

08-372	Contract Amendment, #07/10-HGAP-CAC-1 w/BF Community Action Committee
08-373	Program Agreement, #0763-21308-01 w/Division of Developmental Disabilities
08-374	Contract Amendment w/Washington Collectors Tri-Cities, Inc.
08-375	Contract w/City of Benton City for Graffiti Abatement Program
08-376	Contract w/City of Pasco for Fee for Services
08-377	Interagency Agreement w/Administrative Office of the Courts for Interpreter Funding
08-378	Approval of Bituminous Surface Treatment 2008
08-379	Piert Road Extension – Supplement Agreement No. 1
08-380	Appropriate Sums for the Canal Realignment for Webber Canyon Road
08-381	Appropriate Sums for Bituminous Surface Treatment 2008
08-382	E.R.R Purchase – Bulk Diesel Fuel for 2008
08-383	2007 Federal Annual Certificate Report
08-384	Notice of Substantial Completion for Higgins Field Maintenance Building
08-385	Rescinding Resolution 07-587 - Salary Grade for Temporary Clerical
08-386	Line Item Transfer – Fund No. 0142-101, Dept 000
08-387	Purchase Wireless Portable Radio Microphones
08-388	Contract w/Evercom System, Inc. for Inmate Phone Services
08-389	Line Item Transfer – Fund No. 0156-101
08-390	Rescinding Resolution 07-405 – Salary Grade for Temporary Judicial Law Clerk
08-391	Approval of Appeal - SHPA 08-03 and SHP 08-01 – Applicant: Troy & Jill Sanchez
08-392	Adopting the Fee Schedule for the Benton County Building Department
08-393	Establishing a Salary Grade for the Planning Manager
08-394	Establishing a Salary Grade for the Building Manager
08-395	Interlocal Agreement for Cooperation on Watershed Planning for the WRIA 31

The meeting adjourned at approximately at approximately 11:58 a.m.

Clerk of the Board

Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
March 12, 2008, 9:00 a.m.
Commissioners' Conference Room
Benton County Justice Center
Kennewick, WA

Present: Chairman Claude Oliver
Commissioner Max E. 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; PA Andy Miller; DPA Ryan Brown; Planning Director Terry Marden; Community Development Coordinator Adam Fyall; Facilities Manager Roy Rogers; Clerk Josie Delvin; Deputy Clerk Jackie Hill; Judge Bob Ingvalson; Central Services Manager Randy Reid; Auditor Bobbie Gagner; and Deputy Auditor Brenda Chilton.

Public Meeting - Facilities Space Needs Report

David Sparks recapped the Facilities space needs report given to the Board on February 11, 2008. The report discussed two different options based on current needs. The first option included a new 40,000 square foot administration building in Kennewick with underground parking in the amount of $11,343,750 and Courthouse remodel in Prosser in the amount of $3,832,485. He indicated the County could possibly cash flow the project over two to three years, based on actual funds available.

Mr. Sparks said if the County seat were moved from Prosser to Kennewick, leaving satellite offices in Prosser, the maximum exposure to the County would be approximately $30.9 million. He stated this was based on current needs, an 80,000 square foot parking garage, and costs associated with moving.

Mr. Sparks also discussed the storage needs report which recommended a storage facility in Tri-Cities and looked at other options for storage, including empty space at the Health District and completing a study on digital storage.

Chairman Oliver indicated he would allow approximately three minutes each for testimony from the public.

Testimony

Judge Robert Ingvalson said this was not a new issue and he was asking for space to get his job done and to give the public what they were intended to receive. He said talking about moving the county seat was delaying the issues with non-issues. He said the County was not presently meeting the District Court needs and they were not only ADA non-compliant, but the space was not sufficient to get the work done.

Doug Brown, Kennewick, said Superior Court had not been conducted in Prosser for several years, and to assert the County needed to spend $31 million was absurd and intended to kill the idea of moving the County seat.

Fred Staples said there was a misconception about what was legally required to move the county seat. He said it only took a public vote. He said the administrative building was a good idea, but the money estimated to be spent to the move the County Seat was a fraud. Additionally, he stated he did not believe Superior Court had a need to go to Prosser, except the Court stated it needed to hold Court there. He added that Superior Court could not operate efficiently unless the County seat was moved.

Deb Heintz, Prosser, PEDA, expressed her concerned about the local economy of Prosser and said the focus of Commissioners should be the financial responsibility to the citizens. She indicated that all services were currently being provided in the Tri-Cities and spending $31 million was outside the scope of the County's ability to pay. She said that $15 million was more realistic and would not seek additional dollars. She urged the County to move forward in the most cost effective manner by completing the new administrative building in Kennewick and renovations in Prosser.

Mack Brown, Prosser, said the County would be able to meet needs of the citizens in the most cost effective way, as presented by David Sparks. Additionally, the voters of Benton County were not willing to spend money when it was not needed.

Dick Poteet, Prosser, said the issue was not about moving the county seat and encouraged the Board to proceed with the plan as outlined. He said he was a business owner in Prosser and strongly encouraged the improvements at the Courthouse.

Lyle Klostenmeyer, Prosser, said that what was outlined by David Sparks was sufficient. He added that the citizens of Kennewick and Richland needed to realize if the County seat were moved, the Richland offices may be consolidated in Kennewick and they would lose their offices in Richland.

Leona Hassing, League of Women Voters, said that based on their study, the League recommended that no money should be spent until the legal issues were resolved.

Chairman Oliver said he found it strange for the League to take that position because there was always the uncertainty of a legal challenge and it was the Commissioners' responsibility to do their job, regardless of possible legal challenges.

Bob White, Prosser, asked the Board to please consider the proposal by Mr. Sparks and that it was important to both Tri-Cities and the Courthouse in Prosser.

Cormac Thompson, Prosser, said he was impressed with the Chairman Oliver's comments about responsibility, because it was not about what might happen, but about the present needs of the County. He said the issue was not about Prosser vs. Tri-Cities. He said the Prosser citizens were by and large very supportive of building office space in Kennewick and completing the minor facility needs in Prosser. He asked the Board to not be sidetracked by legal issues that have not become an issue, except in one person's mind.

Jane Haggerty, Prosser and citizen of Benton County, said that sufficient facilities were more important than where the County seat was located. She encouraged construction of the administrative building in Kennewick and remodel to the Courthouse in Prosser. She said that everybody wants to live within his or her means and the proposal meets the needs of the County.

Ray Tolcacher, Prosser School District, said there are communities everywhere that are fighting people leaving and he appreciated the vitality and progress in Benton County. He said this was an issue of fiduciary responsibility and the Prosser School District Board of Directors supported the plan as presented and urged the Commissioners to proceed. Additionally, he presented a letter to the Board for the record.

Terry Chambers, Prosser City Council, said the Board had a plan that addressed the needs of the citizens and he urged them to proceed with the plan.

Randy Taylor, Prosser, on behalf of the City of Prosser, said the County had a real need to improve facilities in Kennewick, as well as Prosser. He said the options as presented made it clear the most fiscally responsible manner would be to proceed with the plan. He presented a letter from the City of Prosser for the record. He also spoke as a citizen and said he saw the County bulging at the seams and that separating the issues into a facilities issue was the right way to proceed.

Virginia Treadway, West Richland, encouraged the Board to investigate the possibilities at the Fairgrounds for facilities needs, from an economic development perspective.

Commissioner Benitz said he appreciated the public input. He said that moving the Courthouse was not an issue for him and there was no statutory authority for the County Commissioners to move the County Seat. He encouraged the Board to follow the report as presented by David Sparks. Additionally, he requested the County convene a "storage needs committee" to address storage issues. He said the County could address some short-term needs at the Health District and also look into long-term document preservation. He also suggested incorporating another floor for storage into the proposed new building.

Commissioner Bowman also said he appreciated the public input and discussed the immediate storage needs and his concerns regarding the facilities and storage issues.

Chairman Oliver thanked everyone for participating. He said that $30 million was not a financially viable number and the County was taking a "pay as you go" approach. He also discussed other facilities issues, including the unsecured courtroom at Juvenile, Fairgrounds, and WSU Cooperative Extension needs.

Chairman Oliver announced the Board would deliberate the issue at Monday's board meeting.

The meeting adjourned at approximately 10:00 a.m.

Clerk of the Board

Chairman

RESOLUTION

a

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT FOR DOCUMENT PREPARATION AND IMAGING SERVICES and the STATEMENT OF WORK NO. 1 FOR INTERLOCAL AGREEMENT 803U-987,

WHEREAS, the Benton County Auditor and the State of Washington, Office of the Secretary of State, Archives & Records Management Division, have an ongoing agreement whereby the Archives & Records Management Division provides archival services as needed by the County Auditor, as outlined in the Interlocal Agreement; and

WHEREAS, the prior agreement expired on December 31, 2007 and a new agreement and statement of work need to be executed,

BE IT RESOLVED that Claude Oliver, Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the INTERLOCAL AGREEMENT FOR DOCUMENT PREPARATION AND IMAGING SERVICES and STATEMENT OF WORK NO. 1 FOR INTERLOCAL AGREEMENT 803U-987.

Dated this _____day of March, 2008.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Cc: B. Gagner, Auditor; File; R. Ozuna; S. Christopher

Chilton

INTERLOCAL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

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

This Interlocal Agreement establishes the understanding for providing document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work (hereinafter "SOW"). Any additional SOWs shall be approved in writing.

I. SCOPE OF SERVICES

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

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

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. CUSTOMER agrees to comply with the RCW 39.34.040, if required. This Agreement shall remain in effect until December 31, 2008.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two-year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work, which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER, and the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement.
2. ARCHIVES will send an itemized bill to the CUSTOMER each month that includes work done in the prior month's imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment so the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed $50,000.00.** This amount can be increased by amendment to this Agreement.

IV. NOTICE

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

   Susie Christopher
   Benton County Auditor
   P.O. Box 470
   Prosser, WA 99350
   Telephone Number: (509) 786-5616
   Email Address: susie.christopher@co.benton.wa.us

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

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

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

V. RECORDS

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

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.
2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.

3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 711 Tumwater Boulevard SW, Tumwater, WA 98512.

4 Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.

A. The request for a dispute hearing must:

- be in writing;
- state the disputed issues(s);
- state the relative positions of the parties;
- state the party's name, address, and contract number; and
- be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
- The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.

B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.

C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outline above.

5. This Agreement shall be construed and interpreted in accordance with the law of the State of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.

6. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this agreement.

7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.

8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

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

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

BENTON COUNTY AUDITOR

Signature Date

Title

CHAIR, BOARD OF BENTON COUNTY COMMISSIONERS

Claude Oliver, Chairman Date

Approved to Form.
Office of the Attorney General

OFFICE OF THE SECRETARY OF STATE

State Archives Date

STATEMENT OF WORK NO. 1
FOR INTERLOCAL AGREEMENT 803U-987

This Statement of Work is made and entered into by and between the BENTON COUNTY AUDITOR (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Interlocal Agreement No. 803U-987.

CUSTOMER: **Benton County Auditor**
620 Market Street
P.O. Box 470
Prosser, WA 99350

	Customer	Archives
Contact:	**Susie Christopher**	**David Tuckett**
Telephone No.:	**509-786-5616**	**360-586-2487**
Email:	**susie.christopher@co.benton.wa.us**	**dtuckett@secstate.wa.gov**

I. *SPECIFIC SERVICE*

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

II. *PRICES*

FEE SCHEDULE		
Service	**Unit**	**Unit Price**
16mm Microfilm – Single TIFF Images to Microfilm – Basic Service	Per Image	0.0175
All shipping will be charged cost + 30%		
IMAGING ESTIMATE		
Service	**# of Units**	**Total Unit Cost**
16mm Microfilm – Single TIFF Images to Microfilm – Basic Service		
*Benton County sends images monthly for all daily recorded documents. The number of pages is unknown until the compact disk is received each month. This agreement is for the current calendar year.		
All shipping will be charged cost + 30%		
IMAGING ESTIMATE		
Subtotal		
8.4 percent sales tax:		
TOTAL AMOUNT NOT TO EXCEED		**50,000.00**

III. *CONTRACT PERIOD FOR STATEMENT OF WORK*

The date of execution, which is the date of the last signature, through December 31, 2008.

IV. *SERVICE DELIVERY*

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

V. *GENERAL TERMS AND CONDITIONS*

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

VI. *AFFIRMATION OF AGREEMENT*

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Interlocal Agreement No. 803U-987 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. This Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

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

Benton County Auditor

Signature Date

Title

Chair, Board of Benton County Commissioners

Claude Oliver, Chairman Date

Exhibit A

Office of the Secretary of State

State Archives Date

Exhibit A

The ARCHIVES shall:

Project Management

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

Archive Writer

Basic

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

The CUSTOMER shall:

- Clearly label compact disks and containers as to their contents.
    - Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Documents shall be provided to ARCHIVES in standard records boxes. Care should be taken to ensure that no portions of the records are exposed to the elements during transportation.
- Provide first and secondary contacts for any questions during the project:
    - First contact:
      Name: Susie Christopher Phone: 509-786-5620 email:
      susie.christopher@co.benton.wa.us
    - Secondary contact:
      Name: Brenda Chilton Phone: 509-786-5620 email: brenda.chilton@co.benton.wa.us
- Ensure project is ready for processing prior to sending to ARCHIVES.

Archive Writer

Basic

- Send single-page image files to be converted to microfilm to ARCHIVES on compact disks.
- Clearly label compact disks and containers as to their contents.
- Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Name image files sequentially in the order they are to appear on the film
- Ensure image files are no larger than one (1) MB
- Separate image files into subdirectories named by record series
- Prepare and send Archives transmittal document for subsequent microfilm at the time the compact disks are sent.

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	17-March-2008	Execute Contract	___	Consent Agenda	x
Subject:	Purchase of Semi-Rugged Notebook Computers	Pass Resolution	x	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
		Pass Motion	___	2nd Discussion	___
Prepared By:	J. Randall Reid	Other	___	Other	___
Reviewed By:	J. Randall Reid				

BACKGROUND INFORMATION

In 2006, the Benton County Sheriff's evaluated semi-rugged notebook computers for use in the patrol cars. Itronix was selected as the preferred manufacturer for the notebooks. The first Itronix units were purchased toward the end of 2006. Additional units were purchased in 2007 as part of the computer replacement program. In 2008, thirty-four of the Dell laptops used in the patrol cars were ready for replacement. In anticipation of replacing the standard Dell laptops with the Itronix semi-rugged notebooks, additional funds were approved as part of the 2008 budget. Approval was also given to purchasing three additional semi-rugged computers. The large dollar amount associated with these approved purchases and the absence of Itronix from any state contracts warranted publishing a Request of Proposal. This was done on 15-February. The RFP closed 3-March. There were three responses as listed in the attachment to the resolution.

SUMMARY

After publishing an RFP for acquiring a minimum of thirty-five Itronix VR-2 Semi-Rugged Notebook computers, three responses were received. The lowest quote per unit was from Hewlett-Packard through their office in Lakewood, WA. They also provided the quote with acknowledgment of the provisions of the Western State Contracting Alliance (A63309-WA).

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None. Approved as part of 2008 budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING ITRONIX SEMI-RUGGED NOTEBOOK COMPUTERS FOR THE BENTON COUNTY SHERIFF.

WHEREAS, a Request for Proposal (RFP) was published on 15-February-2008 soliciting quotes for supplying at least thirty-five Itronix VR-2 semi-rugged notebook computers including four-year service warranties; and

WHEREAS, nine vendors were sent copies of the RFP and notice of the RFP was published in accordance with the guidelines of RCW 39.04.270 for acquiring electronic data processing and telecommunications systems; and

WHEREAS, three vendors responded to all or part of the RFP with the cost for thirty-five units as follows:

CDW Government, Inc.	230 N. Milwaukee Ave. Vernon Hills, IL 66061	$132,650
Hewlett-Packard Co.	10011 Bridgeport Way SW, Suite 1500 #201 Lakewood, WA 98499	$132,615
WAT, Inc.	2915 Huntington St Bellingham, WA 98226	$134,652

of which Hewlett-Packard Co. was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase thirty-five Itronix VR-2 semi-rugged notebook computers from Hewlett-Packard Company for the amount of $132,615 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed $143,982 plus tax.

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 REVIEW OF THE MEMORANDUM OF UNDERSTANDING BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND THE ONE-STOP PARTNERS CONSISTING OF: COLUMBIA BASIN COMMUNITY COLLEGE, WASHINGTON STATE EMPLOYMENT SECURITY 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.

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.

d. The Workforce Development Council shall have the right to remove a partner for cause after providing proper notice to said partner and to Benton and Franklin counties.

XIV. AUTHORIZED SIGNATURES

We, the undersigned, do hereby ratify this agreement and all parties agree to the terms and conditions herein, and do hereby undertake to conduct this Partnership for providing a comprehensive employment and training system in Benton and Franklin Counties according to law and regulations.

_____ Authorized Signature Date	Benton-Franklin Workforce Development Council
_____ Authorized Signature Date	Columbia Basin Community College
_____ Authorized Signature Date	Washington State Employment Security Dept.
_____ Authorized Signature Date	Department of Social and Health Services
_____ Authorized Signature Date	Department of Vocational Rehabilitation
_____ Authorized Signature Date	Yakima Valley Opportunities Industrialization Center

SIGNATURES

BENTON FRANKLIN WORKFORCE
DEVELOPMENT COUNCIL:

_____
Chairman Date

APPROVED AS TO FORM:

_____
BENTON COUNTY Date
DEPUTY PROSECUTING ATTORNEY

CHIEF ELECTED OFFICIALS:

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chairman of the Board Date

_____
Commissioner Date

_____
Commissioner Date

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

_____
FRANKLIN COUNTY Date
DEPUTY PROSECUTING ATTORNEY

CHIEF ELECTED OFFICIALS:

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chairman of the Board Date

_____
Commissioner Date

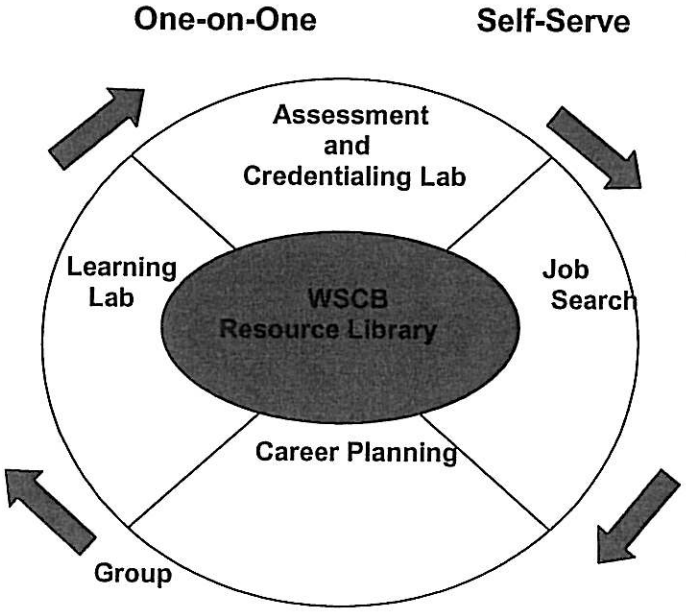
_____
Commissioner Date

ATTEST:

_____
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 marker 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

AGENDA ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	3-17-2008	Execute Contract		Consent Agenda X
Subject:	Current Expense Line Item Transfer	Pass Resolution	X	Public Hearing
		Pass Ordinance		1st Discussion
		Pass Motion		2nd Discussion
Prepared by:	L Ivey	Board Direction		Workshop
Reviewed by:	Loretta			

d

SUMMARY BACKGROUND INFORMATION

The Current Expense Fund 0000101 will not be funding a judicial law clerk position. The position will be funded by the Trial Court Improvement Fund 0156101.

Request appropriated funds are transferred within the Current Expense Fund from Department 123 Superior Court judicial law clerk and social security line items to Department 115 Non-Departmental fenced contingency line item.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, FROM DEPARTMENT NUMBER 123 TO DEPARTMENT NUMBER 115

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

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: L. Ivey; Auditor; File, Superior Court

L. Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court & Non Departmental Dept Nbr: 123 & 115

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 123

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1561	Judicial Law Clerk	$18,989
512.210	2102	Social Security	$1,452
TOTAL			$20,441

TRANSFER TO: Dept 115

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	$20,441
TOTAL			$20,441

Explanation:

Transfer appropriated funds from Judicial Law Clerk to Fenced Item Contingency. Judicial Law Clerk position will not be funded by Current Expense.

Prepared by: Linda Ivey Date: 05-Mar-2008

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A NONBARGAINING EMPLOYMENT CLASSIFICATION FOR JUDGE PRO-TEMPORE IN BENTON COUNTY DISTRICT COURT

WHEREAS, the County Commissioners of Benton, the duly constituted legislative authority having budgetary responsibilities for the Benton County District Court, have received a request and recommendation from the Benton County District Court Administrator's Office for a non-bargaining employment classification for Judge Pro-Tempore in District Court; and

WHEREAS, the Board of Benton County Commissioners approved Resolution 07-320, 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; and

BE IT RESOLVED that the Board of County Commissioners hereby approves creation of a non-bargaining employment classification for Judge Pro-Tempore in Benton County District Court; and

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

BE IT FUTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County' "at will" employer status or the "at will" status of the employees in this classification.

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc:

f

BENTON COUNTY RESOLUTION NO. _____

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

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

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

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

DATED this _____ day of _____, 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Claude Oliver, Chairman of the Board

_____ ATTEST:
Max Benitz, Member

_____ _____
Leo Bowman, Member Clerk of the Board

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

Originals (2): 1-BC Commissioners, 1-District Court

INTERAGENCY AGREEMENT IAA08255
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
BENTON COUNTY
BENTON COUNTY DISTRICT COURT
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336-2359

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

1. PURPOSE

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

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

☐ Financial need – i.e., the gap between the Contractor's available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and

☐ Interpreter need – i.e., the gap between the level of the LEP, deaf and hard of hearing public's need for language access to the Contractor's court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the applicant's most frequently needed languages).

2. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Contractor will ensure that the interpreter funding is targeted to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by reimbursing Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at: https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts .

The AOC agrees that if it intends to make any changes to the Interpreter Services Funding: Funding Conditions/Payment Structure and/or the Travel and Mileage Reimbursement requirements prior to the expiration of this Agreement, the AOC will notify Contractor in writing prior to the effective date of those changes.

b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor agrees to submit electronically with each request for reimbursement a completed Interpreter Services Funding Data form, reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data form (an Excel spreadsheet), and Instructions for completing it are set forth at: https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts .

The AOC agrees that if it intends to make any changes to the Interpreter Services Funding Data Form and/or Instructions for completing that form prior to the expiration of this Agreement, the AOC will notify Contractor in writing prior to the effective date of those changes.

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

3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from January 1, 2008 through June 30, 2008. Option to extend for state FY 2009 (July 1, 2008 – June 30, 2009) must be mutually agreed upon by the AOC and the Contractor.

4. COMPENSATION

a. Contractor shall be reimbursed a maximum of $15,974.00 for costs incurred during the contract period. January 1, 2008 – June 30, 2008. If the AOC and the Contractor agree to extend the contract period for state FY 2009, the Contractor will be reimbursed a maximum of $31,949.00 for the period July 1, 2008 through June 30, 2009.
b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.
c. Contractor shall not be reimbursed until A-19 invoices are received and approved by AOC.
d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
e. In order to receive payment, Contractor shall submit a paper A-19 invoice to AOC, and shall additionally submit its A-19 invoice and its completed Interpreter Services Funding Data form (see Section 2.b) electronically to AOC (either by email or on CD).
f. The Contractor shall submit its paper A-19 invoices to AOC Financial Services, PO Box 41170, Olympia, Washington 98504-1170 no more frequently than monthly. The contractor shall submit its A-19 invoices and completed Interpreter Services Funding Data forms electronically to AOC Court Services (contact information to be determined). Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed Interpreter Services Funding Data form. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.
g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.

5. ADDITIONAL INTERPRETER DATA

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

6. LANGUAGE ASSISTANCE PLAN(S)

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

7. **TREATMENT OF ASSETS AND PROPERTY:** The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

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

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

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

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

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

12. **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of

Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

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

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

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

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

    a. Applicable state and federal statutes and rules;
    b. Statement of work; and
    c. Any other provisions of the agreement, including materials incorporated by reference.

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

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

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

19. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

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

AOC Program Manager:	Contractor Program Manager:
Chris Ruhl PO Box 41170 Olympia, WA 98504-1170 (360) 705-5228 Chris.Ruhl@courts.wa.gov	Jackie Lahtinen Administrator 7122 W Okanogan Pl Bldg A Kennewick, WA 99336-2359 509-735-8478 Ext 3255 jacki.lahtinen@co.benton.wa.us

Approved as to form:

3/10/18

Sarah Perry, Deputy Prosecuting Attorney

Date:_____

Benton County Board of Commissioners:

_____

Chairman

_____

_____

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

_____

Dirk Marler, Director
Judicial Services Division

Date_____

CONTRACTOR

_____

Signature

_____

Printed Name

Date_____

RESOLUTION

g

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR PLUMBING, SHEET METAL AND HVAC SERVICES WITH APOLLO SHEET METAL, INC. FOR BENTON COUNTY FACILITIES

WHEREAS, per resolution 08-131, any public works services or materials involving less than $10,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Benton County entered into a service agreement with Apollo Sheet Metal, Inc. for the complete maintenance of the HVAC systems for the Benton County facilities per resolution 07-255; and

WHEREAS, Facilities personnel solicits Apollo Sheet Metal for various projects as this contractor is very familiar with all the county's facilities such as the HVAC systems, boilers, hot water tanks, etc.; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Apollo Sheet Metal, Kennewick, WA to be put in place for "as needed" services for plumbing, sheet metal, and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than $10,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Apollo Sheet Metal, Inc. price rate attached hereto for an accumulative contract amount not to exceed $20,000; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Apollo Sheet Metal, Inc. the blanket service agreement for "as needed" services throughout Benton County facilities.

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto.

Original: File – Lisa Small
cc: Facilities; Auditor; R. Ozuna; Apollo Sheet Metal

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Auditor; R. Ozuna; Apollo Sheet Metal

Small

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 Apollo Sheet Metal Inc, with its principal offices at PO Box 7287, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Exhibit A - Contractor's Proposal
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

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 the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" general maintenance repair services under the following categories for all Benton County work sites:

Plumbing and pipefitting
Sheet metal
HVAC

In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other

contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for general maintenance repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Prior to commencing work, CONTRACTOR shall provide COUNTY with a written estimate describing the hours of labor involved, the category of labor required, and the parts needed including prices thereof. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee. Unless otherwise previously authorized by COUNTY, CONTRACTOR shall not deviate from the estimate provided prior to commencing work.

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

c. 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.

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:

Scott Hagensicker
1207 W. Columbia Dr.
Kennewick, WA 99336
Phone 509-586-1104
Fax 509-582-6590

b. For COUNTY:

Roy Rogers
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone 509-222-3710
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for general maintenance repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed twenty thousand dollars and zero cents ($20,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the general maintenance repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. 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 all work contemplated by this agreement or at the end of the contract term, whichever comes first, 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 will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At

such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. 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. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. 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.

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the

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

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

b. 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. CONTRACTORS obligations under this Section 8 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.

9. 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. CONTRACTOR also shall procure and maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident and/or one million dollars ($1,000,000) each employee for bodily injury by disease.

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:

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

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.

10. 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 in order for the CONTRACTOR to be considered for "as needed" projects.

11. 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.

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedules contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 8(b) are mutually negotiated.

BENTON COUNTY	**Apollo Sheet Metal Inc.**
Claude Oliver, Chairman Benton County Board of Commissioners	**Scott Hagensicker**
Dated: _____	Dated: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

Lisa Small - RE: 2008 hourly rate sheet

From: "Scott Hagensicker" <shagensicker@apollosm.com>
To: "Lisa Small" <Lisa_Small@co.benton.wa.us>
Date: 3/5/2008 5:21:51 PM
Subject: RE: 2008 hourly rate sheet

Classification	Hourly Rate
Plumber/Pipe fitter	$85.00
Plumber/Pipe fitter Foreman	$93.50
Sheet metal	$80.00
Sheet metal Foreman	$88.00
HVAC Controls	$90.00
HVAC Service	$85.00
Overtime Rates	1.5 X Hourly
Sunday/Holiday rates	2 X Hourly

Scott Hagensicker
Apollo Sheet Metal

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE BENTON COUNTY KENNEWICK ANNEX HVAC SYSTEM

WHEREAS, Benton County entered into a contract on January 14, 2008 with Apollo Sheet Metal, Inc., 1201 West Columbia Drive, Kennewick, WA 99336 for the installation of a new HVAC system at the Benton County Kennewick Annex, Kennewick, WA; and

WHEREAS, Benton County Facilities Manager determined the project reached substantial completion as of the week ending February 29, 2008; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the Benton County Kennewick Annex HVAC System as substantially complete.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Orig: File – Lisa Small
cc: Auditor; R. Ozuna; Apollo Sheet Metal, Inc.

small

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE BENTON COUNTY HVAC COMPRESSOR INSTALLATION

WHEREAS, Benton County entered into a contract on January 14, 2008 with Apollo Sheet Metal, Inc., 1201 West Columbia Drive, Kennewick, WA 99336 for the installation of a new HVAC compressor at the Benton County Justice Center, Kennewick, WA; and

WHEREAS, Benton County Facilities Manager determined the project reached substantial completion as of March 12, 2008; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the Benton County HVAC compressor installation as substantially complete.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Orig: File – Lisa Small
cc: Auditor; R. Ozuna; Apollo Sheet Metal, Inc.

small

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE FIBER OPTIC CABLING SYSTEM FOR THE BENTON COUNTY HEALTH DISTRICT BUILDING

WHEREAS, Benton County entered into a contract on February 11, 2008 with MediaJoe, Inc., PO Box 18972, Spokane, WA 33228 for the installation of a new fiber optic cable between the Benton County Health District Building and the Benton County Maintenance Building, Kennewick, WA; and

WHEREAS, Benton County Central Services Director determined the project reached substantial completion as of the week ending February 29, 2008; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the installation of the fiber optic cabling system as substantially complete.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Orig: File – Lisa Small
cc: Auditor; R. Ozuna; Central Services; MediaJoe, Inc.

small

RESOLUTION

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PERSONAL ENGINEERING SERVICE AGREEMENT BETWEEN BENTON COUNTY AND ROUTH CONSULTING ENGINEERS, INC. FOR THE UTILITY INFRASTRUCTURE SERVICES AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, per resolution 04-534 the Board of Benton County Commissioners, Benton County, Washington allows to dispense the competitive bidding procedure for non-public work services, but shall obtain services of the highest quality at the lowest cost; and

WHEREAS, Routh Consulting Engineers, Inc. provided the Deputy County Administrator a proposal for the investigation and documentation of the utility infrastructure for the Benton County Fairground for an amount not to exceed $30,000; and

WHEREAS, the Benton County Commissioners believe it would be in the best interest of the County to enter into a service agreement with said engineering firm for said services; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby agrees to enter into a service agreement with Routh Consulting Engineers, Inc. for utility infrastructure services for an amount not to exceed $30,000; and

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

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig: File – Lisa Small
cc: Auditor; R. Ozuna; Fairgrounds; Routh Consulting Engineers, Inc.

Small

PROFESSIONAL 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 **Routh Consulting Engineers, Inc.**, with its principal offices at **P.O Box 3187 Pasco, WA 99302**, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. **Exhibit A, Letter**

2. DURATION OF CONTRACT

The term of this Contract shall begin **February 29, 2008**, and shall terminate upon **acceptance by the Board of County Commissioners via resolution.** 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. **Investigate and document the utility (water, sewer, natural gas, telephone, etc) infrastructure currently supplied to and within the Fairgrounds property. Conduct a topographical survey to identify locations of buildings, utilities based on visible surface features, extents of paving, light poles and lighted signage, extents of parking areas and fencing. Contact the purveyors providing utilities to the Fairgrounds to obtain information regarding their respective utility services and compare that information to that of the installed conditions. Evaluate capacity of the existing utility services to**

identify any immediate shortcomings and to estimate spare capacity available for future improvements or building additions at the Fairgrounds. Deliverables will consist of a topographical survey compiling information obtained from the utility purveyors and a letter report summarizing the activities, the evaluation, and the conclusion and recommendations regarding the utility infrastructure.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR: **Richard D. Routh, P.E.**
P.O. Box 3187
Pasco, WA 99302

b. For COUNTY: **Loretta Smith Kelty**
P.O. Box 190
Prosser, WA 99350

5. **COMPENSATION**

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

a. **Services are to be paid at an hourly rate of $100.00, plus expenses. Direct expenses, such as costs for surveying and other subcontracted services, will be billed at cost without an additional markup. If any unanticipated conditions are discovered during the course of work activities that require additional expense, these conditions shall be identified and explained, and written authorization shall be sought and provided, before proceeding.**

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $30,000.00.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated.

"Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

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, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

COUNTY, its officers, officials, employees or agents.

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

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

8. **INSURANCE**

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

The coverage shall apply to liability for a professional error, act or omission arising out of the

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

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

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

c. **Commercial General Liability and Employers Liability**

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

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

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

d. **Other Insurance Provisions:**

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

(2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability and professional liability/errors and omissions policy.

(3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

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

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

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

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

(8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services 'shall be promptly replaced. Insurance policies, other than professional liability policies may not be "claims made" policies.

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

(1) The CONTRACTOR shall furnish the COUNTY with

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

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

(3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

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

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

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

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

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

9. **TERMINATION**

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

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with

the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section

Five of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of

any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

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

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

b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

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

17. **PATENT/COPYRIGHT INFRINGEMENT**

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to

this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

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

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Member

_____
Member

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

_____
Attest:
Clerk of the Board

Approved as to Form:

_____
Deputy
Prosecuting Attorney

DATED:

CONTRACTOR
Routh Consulting Engineers, Inc.

_____
Richard D. Routh, P.E.

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	3-17-2008	Execute Contract		Consent Agenda	X
Subject:	Blue Mountain Horse Racing	Pass Resolution	X	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared by:	Linda Ivey	Board Direction		Workshop	
Reviewed by:	Loretta				

1.

SUMMARY BACKGROUND INFORMATION

The Blue Mountain Horse Racing Lease Agreement adopted by Resolution 07-037 in 2007 was reviewed by the Prosecuting Attorney's Office, who recommended the Benton County Fairgrounds update the Lease Agreement.

An updated Lease Agreement is presented to the Board.

The payment amount to the Benton County Fairgrounds remains unchanged.

The Prosecuting Attorney's Office has approved the Lease Agreement as to form.

Melina Wenner, the Risk Manager has worked with the Prosecuting Attorney's Office and Benton County's Risk Pool Insurance Broker on the content of the Lease.

RECOMMENDATION

)prove rescinding Resolution 07-037.

Approve the Lease Agreement between the Benton County Fairgrounds and Blue Mountain Horse Racing.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 07-037 AND APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND BLUE MOUNTAIN HORSE RACING

WHEREAS, the Benton County Fairgrounds desires to change the Lease Agreement with Blue Mountain Horse Racing; and,

WHEREAS, Blue Mountain Horse Racing will provide the Benton County Fairgrounds with $10,000 in 2008, and the remaining 3 years to be increased by the lesser of 80% of the CPI Index, or 3%, on a 4 year contract, to hold a State Licensed Pari-mutuel Class C Horseracing Meet at the Sundowns Arena; and

WHEREAS, the value of capital improvements made by Blue Mountain Horse Racing to the Benton County Fairgrounds may be credited, in whole or in part, towards the $10,000 payment; and,

WHEREAS, the contract rate represents a greater than 50% discount of the normal rate for the facilities being leased, and per Resolution 07-847, the Lease Agreement must be approved by the Board of Benton County Commissioners; **NOW, THEREFORE,**

BE IT HEREBY RESOLVED by the Board of Benton County Commissioners that the Board authorizes the Chairman to sign the Blue Mountain Horse Racing Lease Agreement; and

BE IT FURTHER RESOLVED by the Board of Benton County Commissioners that Resolution 07-037 is herby rescinded.

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

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Originals (2)- Fairgrounds, Auditor, Ivey, R Ozuna

BENTON COUNTY FAIRGROUNDS
1500 SOUTH OAK STREET
KENNEWICK, WASHINGTON 99337
PHONE: (509) 586-9211 - FAX: (509) 582-1894

LEASE AGREEMENT

TODAY'S DATE: **10/1/06** CONTRACT NUMBER: **001.08**

EVENT DATE(S): **March 29 – May 11, 2008**
March 28 – May 10, 2009
March 27 – May 9, 2010
April 2 – May 15, 2011

LESSEE: **Blue Mountain Horse Racing,**

MAILING ADDRESS: **2470 Fir Road, Eltopia, WA 99330**

CONTACT: **Cliff Schellinger, BMHR Board Member**

DAYTIME PHONE: 509-582-5434 CELLULAR PHONE: 509-539-9187

FAX: 509-297-4329

TYPE OF EVENT: **Class C Horseracing, State Licensed Pari-mutuel Horse Racing**

ESTIMATED ATTENDANCE: **5000 over course of multi-day event, annually**

SELLING TICKETS- **Y** / N ? IF YES, TICKET OUTLET? At gate

THIS LEASE (AGREEMENT) is entered into, effective upon the signature of both parties, between BLUE MOUNTAIN HORSE RACING, INC. a non profit corporation organized under the laws of the State of Washington, with its principal place of business at $27^{1/2}$ W Main St, Walla Walla, WA (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairground (LESSOR) for the purpose of leasing certain real property and improvements thereupon, located at the Benton County Fairgrounds, in order to hold an annual event every year until, and ending in, the year 2011, on the following dates:

Marcy 29 - May 11, 2008
March 28 – May 10, 2009
March 27 – May 9, 2010
April 2 – May 15, 2011

1. EVENT

The lease of real property and improvements thereto, contemplated by this lease agreement, shall be for the purposes of holding a state licensed pari-mutuel horse racing meet and activities incidental thereto, subject to the regulations imposed by the State of Washington in connection with such license. The meet as described above is hereafter referred to as the EVENT. The specified EVENT is the only event authorized by this agreement and, except upon separate written agreement, LESSEE may not substitute any other type of event if it decides not to host an event of the type described herein.

2. FACILITIES LEASED FOR THE EVENT

LESSEE agrees to lease the following buildings and grounds, equipment and services:

- The existing Sundowns Racetrack portion of the Benton County Fairgrounds.
- All covered grandstands and seating appurtenant to the racetrack facility
- Approximately 300 horse stalls with test barn.
- RV hook-ups adjacent to the horse stall area, with restroom and showers.
- One 14 x 70 trailer for office use.
- Jockey dressing rooms and showers.
- A food service restaurant and bar located in the grandstands.
- Non-exclusive use of the parking lot.
- Use of horse barns constructed by the County in 2004, commonly referred to as Row A, may be used for day use only. An exception will be made for individuals renting horse stalls in Row A at least two weeks prior to Event start date who will be allowed to remain in Row A horse stalls.
- LESSEE shall be permitted to store its trailer at a suitable location upon fairgrounds property, year round, subject to the following provisions:
  - The choice of location shall be at the direction of fairgrounds staff
  - If the trailer interferes with operations on the fairgrounds outside of the time

periods referenced above for the EVENTS, then, upon reasonable notice from LESSOR, LESSEE shall move the trailer to other locations in the fairgrounds at the direction of fairgrounds staff

- LESSEE acknowledges that members of public and even inmate work crews work or congregate in and around the fairgrounds and that LESSOR therefore cannot be responsible in any way for the safety and security of the trailer. Accordingly, LESSEE waives, irrevocably, on its own behalf and that of its successors and assigns, for ever, any cause of action, claim or lawsuit against LESSOR on any legal theory whatsoever, including, but not limited to, bailment, improper security, or negligent supervision, for any property damage or destruction to the trailer while the trailer is stored on fairground property
- LESSEE shall, at all times the trailer is stored on fairgrounds property, ensure that the trailer is locked and secure and does not present an attractive nuisance hazard to any children who may be upon the fairgrounds property for any reason whatsoever
- LESSEE shall, at any one given time, be permitted by virtue of this contract to store only one trailer on the fairgrounds property. At all times such trailer is stored, LESSEE shall provide LESSOR with a written statement indicating the description and serial number of the trailer to be stored, and shall also provide a copy of the registration and/or certificate of title to such trailer.
- LESSEE agrees that this lease does not create any bailment responsibilities for LESSOR and that, despite the fact that LESSEE may not be able to access the trailer outside of business hours, LESSEE remains fully responsible for the safety and security of the trailer at all times.
- At all times when the trailer is stored on the fairgrounds property, LESSEE shall maintain insurance of the following types and limits: 1) commercial general liability insurance with limits of no less than $1,000,000 per person or incident, $2,000,000 general aggregate; and 2) insurance sufficient to replace or repair the trailer in the event of damage or destruction.

LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

Under no circumstances shall LESSEE utilize any equipment owned by LESSOR to prepare the racetrack itself or any grounds being used for any purpose during events. LESSEE also shall not utilize, attempt to utilize, or solicit the assistance of, any employees or agents of LESSOR in preparing the racetrack itself or any grounds being used for any purpose during events.

3. PAYMENTS

In Consideration for the leased facilities to hold the EVENT, LESSEE agrees to the following.

a) Pay LESSOR the FEE of $10,000.00 (less damage/cleaning deposit if previously paid) for the year 2007 for use of the Facilities as detailed in Paragraph 2. Payment shall be made no later than December 31, 2007.

b) Pay LESSOR the FEE of $10,000.00 (less damage/cleaning deposit if previously paid) for the year 2008 for use of the Facilities as detailed in Paragraph 2. Payment shall be made no later than December 31, 2008.

c) For the 2009 rental year, the annual lease payment shall be the 2008 lease payment increased by the lesser of: i) eighty percent (80%) of the percentage change in Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve month period ending June 2008; or ii) three percent (3.0%), for use of the Facilities as detailed in Paragraph 2. Payment shall be made no later than December 31, 2009.

d) For the 2010 rental year, the annual lease payment shall be the 2009 lease payment increased by the lesser of: I) eighty percent (80%) of the percentage change in the Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve month period ending June 2009; or ii) three percent (3.0%). for use of the Facilities as detailed in Paragraph 2. Payment shall be made no later than December 31, 2010.

e) For the 2011 rental year, the annual lease payment shall be the 2010 lease payment increased by the lesser of: I) eighty percent (80%) of the percentage change in the Seattle-Tacoma-Bremerton CPI-W Index published by the Bureau of Labor and Statistics for the twelve month period ending June 2010; or ii) three percent (3.0%). for use of the Facilities as detailed in Paragraph 2. Payment shall be made no later than December 31, 2011.

f) Until December 31 each year, LESSEE may earn one or more credits of up to $10,000 plus annual increases in the aggregate towards the annual rental amount otherwise payable for the corresponding rental year, in return for capital improvements made at LESSEE's expense to the Leased Facilities by the LESSEE after the effective date of this agreement. Such credit(s) shall be equal to the estimated cost of such improvement(s) to LESSOR if the improvement(s) had been done by LESSOR or its agents. No credit will be given for any improvement by LESSOR unless a Fairgrounds Leasehold Improvement Agreement, in a form similar to that attached hereto as Exhibit A, is executed by LESSOR and LESSEE prior to the commencement of the particular improvement at issue. It is solely within LESSOR's discretion as to whether any particular proposal for an improvement by LESSEE is in LESSOR's best interest and consequently whether LESSOR will enter into a corresponding Fairgrounds Leaseholder Improvement Agreement. At the completion of each approved improvement project, LESSEE must promptly submit documentation of the materials used, the type and amount of labor utilized and any other expenses necessary to complete the improvement. LESSOR shall within fifteen (15) days of receipt of all necessary and requested documentation, notify LESSEE in writing whether it accepts the improvement as complete and the determination by the Benton County Deputy Administrator as to the estimated cost of the improvement if

made by LESSOR or its agents. Such estimate will be the amount of credit earned by LESSEE. For any improvement not completed by December 31 of corresponding year or by a prior date of any termination of this Lease, LESSEE will receive credit only for the estimated cost to LESSOR of such improvement in the condition the improvement exists as of the earlier of the date of termination of this Lease or December 31 of corresponding year.

g) The LESSEE agrees to pay for consumables (i.e. utilities, cleaning supplies, restroom supplies, etc.) used during the term of this agreement. The LESSOR will invoice the LESSEE for these charges by May 31 of each year. LESSEE shall pay the invoice within three week of receipt of said invoice.

4. ADVERTISING

LESSEE is responsible for all public advertising (dates, time, price, location, etc.) regarding the EVENT. At its discretion, LESSOR may promote the EVENT through its normal promotion channels (Fairgrounds' Reader Board, Telephone Hot Line, etc.) at no charge to LESSEE.

5. ANIMALS

LESSEE is responsible to see that NO ANIMALS (INCLUDING PETS) ARE ALLOWED TO RUN LOOSE on the Fairgrounds' property.

6. WATER CONSUMPTION

Water from drinking fountains, restroom sinks and blue faucets are potable water suitable for human consumption. Lessees wishing to use water from the standing spigots on the premises are cautioned as follows:

SAFE DRINKING WATER IS PROVIDED IN THE BLUE FAUCETS. THE YELLOW FAUCETS CONTAIN IRRIGATION WATER NOT SUITABLE FOR DRINKING.

7. CANCELLATIONS

FOR EACH YEAR THIS AGREEMENT IS IN FORCE, LESSEE MAY CANCEL THIS ENTIRE AGREEMENT BY WRITTEN NOTICE, WITHOUT PENALTY, 60 DAYS OR MORE PRIOR TO THE FIRST EVENT DATE. IF LESSEE CANCELS THIS AGREEMENT WITH LESS THAN 60 DAYS WRITTEN NOTICE, THEN LESSEE SHALL FORFEIT OR PAY 25% OF THE LEASE PAYMENT ATTRIBUTABLE TO THAT LEASE YEAR AS LIQUIDATED DAMAGES. IF LESSEE CANCELS THIS AGREEMENT WITH LESS THAN 30 DAYS PRIOR TO THE FIRST EVENT DATE THEN LESSEE SHALL FORFEIT OR PAY 50% OF THE LEASE PAYMENT ATTRIBUTABLE TO THAT LEASE YEAR AS LIQUIDATED DAMAGES.

8. CONCESSIONAIRES

LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT on the following conditions:

1. Any concessionaires shall be fully licensed under all applicable state and local laws to serve whatever food or beverage they intend to sell;
2. Any concessionaires who serve food or drink other than alcoholic beverages must procure commercial general liability insurance, appropriate for the food service industry, which does not exclude any of the hazards common to vendors in the food service industry. Such policy must specifically insure against claims resulting from bodily injury, illness or death due to foodborne pathogens. The policy must have a minimum liability limit of $5 million per person or incident. Policies shall name Lessee, as well as Lessor, as additional insureds.
3. Any concessionaires who serve alcoholic beverages must, in addition to the other insurance and licensing requirements required by this article, procure an endorsement to their commercial general liability insurance policy which affords liquor liability coverage in an amount no less than $3 million per person or incident. If such concessionaires do not also serve non-alcoholic beverage or food, then the underlying commercial general liability policy must have a liability limit of no less than $1 million per incident, $2 million general aggregate. Policies shall name Lessee, as well as Lessor, as additional insureds.
4. LESSEE shall ensure that all concessionaires have insurance policies as required herein, and must provide copies of certificates of insurance and the necessary endorsement pages to prove compliance with additional insured requirements, for said policies to LESSOR prior to the first date during which such concessionaires plan on doing business at the event. In the event that LESSEE fails to provide a certificate of insurance as required by this paragraph for any concessionaire planning to do business at the event, then that concessionaire shall be barred from doing business anywhere on fairgrounds property.
5. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

9. NOVELTIES/SOUVENIRS

LESSEE may sell novelty, souvenir and similar merchandise at the EVENT and may contract with vendors for this purpose, and may contract with such other vendors as it finds necessary to conduct the intended horseracing activities provided that any vendors doing business at the site of the Event must comply with the following requirements:

1. All vendors must be licensed to conduct business as vendors selling whatever merchandise they plan on selling, or providing such equipment/services as they plan on providing pursuant to all state and local laws;
2. All vendors must either procure commercial general liability insurance in an amount no less than $1,000,000 per person or incident and $2,000,000 general aggregate, or be added to LESSEE's commercial general liability policy as an additional insured. Any insurance policy maintained by a vendor must

provide for the including of Lessee and Lessor as additional insureds. Proof of one of these alternatives must be provided to LESSOR prior to the first day vendor plans on doing business at the event. Proof of compliance in the form of vendor owned insurance shall be in the form of an unaltered Acord insurance certificate, together with such endorsement pages as are necessary to prove compliance with the additional insured requirements. In either case, the required liability limits must include coverage for completed products liability. In the event that such proof is not supplied, then the vendor shall be barred from doing business anywhere on fairgrounds property.

3. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

10. FINANCIAL REPORTING

LESSEE acknowledges that the fees charged for this lease, as well as the allowance to offset such fees with leasehold improvement is conditioned upon LESSOR's understanding of LESSEE's financial condition at the time of the inception of this agreement. Therefore, for each year this lease is in force, LESSEE shall provide LESSOR with a copy of all income tax return and supporting schedules that Lessee files with the Internal Revenue Service, as well as any filings and filings made to the Washington State Department of Revenue or Secretary of State either showing LESSEE's financial condition or adherence to rules for non-profit corporations. If LESSEE is, or becomes owned by another corporate entity, then LESSEE shall provide similar filings for such holding company. This required information shall be provided by April 30th of each year or ten (10) days after LESSEE makes such filing, whichever is later.

No leasehold improvements shall be approved unless this article has been complied with for the particular year for which leasehold improvement credit is sought.

11. DAMAGE/CLEANING DEPOSIT

Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property. LESSOR will invoice the LESSEE within 30 days of the end of said EVENT for any costs incurred by the LESSOR in repairing the facilities after use by the LESSEE. LESSEE shall pay said invoice within ten days of receipt of said invoice.

12. REFUSE DISPOSAL

LESSEE agrees to remove all personal property from the facility immediately after the event is concluded. Failure to remove such items will result in removal by LESSOR, with the cost thereof charged to the LESSEE. LESSEE IS responsible for

all service and dumping fees. LESSOR agrees to furnish and empty (after the event) the garbage bins regularly located at the facilities. LESSOR will invoice the LESSEE within 30 days of the end of said EVENT for any costs incurred by the LESSOR in removing LESSEE's property after the EVENT. LESSEE shall pay said invoice within ten days of receipt of said invoice.

13. INSURANCE

The LESSEE shall procure and maintain in force throughout the term of this agreement, insurance of the following types that meet the stated criteria:

a) Commercial general liability insurance with a combined single limit of no less than $3,000,000. This insurance shall specifically include coverage for horse racing activity and shall provide coverage for all perils and hazards associated with horse racing and horse riding. The insurance policy procured to satisfy this requirement shall insure against all forms of bodily injury or death to persons, personal injury, advertising injury, property damage and destruction and damage to business or intellectual property. Unless already specifically provided for in the policy, the policy must include an endorsement providing coverage for liquor liability in an amount no less than $3,000,000 combined single limit. LESSOR shall be added as an additional insured on this policy, and the policy shall further state that it may not be canceled except upon 45 days notice to LESSOR. LESSEE shall not undertake to cancel this policy unless an alternate policy, which meets the required criteria, is to be substituted, with no lapse in coverage.

b) Industrial insurance – LESSEE shall ensure that all of its bona fide employees, volunteers, members of its board of directors, authorized agents or any other person who assists in the operation or administration of the event who is actually at the site of the event during planned races, whether consideration is paid for their services or not, is covered by industrial insurance through the Department of Labor and Industries. Furthermore, LESSEE shall procure and maintain in place a suitable employer's liability insurance policy, providing limits of no less than $1 million for bodily injuries or disease incurred by employees. **No person who is not covered under an applicable industrial insurance policy may do any work associated with the administration or operation of the event at the site of the event.**

c) Automobile liability insurance – LESSEE shall procure and maintain business automobile liability insurance to cover the actions of: any driver operating a vehicle on LESSOR's property where the vehicle is wholly or partially owned or leased by LESSEE, or any employee or board member of LESSEE operating any vehicle on business related to LESSEE's operation of the event. Such insurance policy shall have a liability limit of no less than $1,000,000 per incident. LESSEE waives any right to recover against LESSOR any amount which is covered by such insurance policy.

LESSEE shall notify LESSOR as soon as possible, and under no circumstances with less than 28 days notice, of any intent by LESSEE's insurance carrier to cancel this policy. LESSEE shall not undertake to cancel this policy unless an alternate policy, which meets the required criteria, is to be substituted, with no lapse in coverage.

Furthermore, LESSEE shall ensure that all persons who operate any form of motor vehicle onto LESSOR's property on behalf of LESSEE, at the direction of LESSEE, or for LESSEE's convenience possess automobile insurance with liability limits no less than required by Washington State law.

Furthermore, all insurance policies required shall comply with the following additional criteria:

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

2) The LESSOR, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured.

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

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

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

7) The LESSEE shall maintain all required policies in force for the entirety of any portion of the year when events are held. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. The required liability policy may not be a "claims made" policy and must cover

all losses within the coverage period regardless of when the claim is actually made.

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

9) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. 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.

10) The LESSEE shall furnish the LESSOR 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 LESSOR as an additional insured.

11) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the LESSOR'S Contract Representative. The address of the certificate holder shall be shown as the current address of the LESSOR'S Contract Representative.

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

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

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

14) The LESSEE 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.

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

14. KEYS

LESSEE will receive one **(1)** key for each secured facility leased for the EVENT. All keys must be returned to LESSOR on the first business day after the final day of the event or the last closeout day, whichever is later. A Fifty Dollar ($50.00) fee applies for each key not returned to LESSOR within two (2) business days of the event. LESSOR will invoice the LESSEE within 30 days of the end of said EVENT for any fees for missing keys. LESSEE shall pay said invoice within ten days of receipt of said invoice.

15. PERMITS

All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable. Failure to obtain will be deemed a cancellation of the EVENT by the LESSEE.

16. NOISE CONTROL

Noise is considered a NUISANCE if it exceeds 55 decibels at the boundaries of the Benton County Fairgrounds between the hours of 6:00 AM and 8:00 PM and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health & Sanitation).

If a reasonable complaint is received alleging excessive noise, LESSEE will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a Fairgrounds' representative at LESSEE'S cost in the amount of $100.00. A THIRD COMPLAINT WILL RESULT IN THE EVENT BEING SHUT DOWN AND ALL PARTIES REQUIRED TO LEAVE THE PREMISES WITH LESSEE FORFEITING ALL LEASE PAYMENTS, DAMAGE/CLEANING DEPOSIT AND LICENSE TO USE THE FACILITY.

17. PARKING

LESSEE and LESSOR agree that LESSEE may charge for parking at the EVENT.

18. SECURITY

LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and

premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.

LESSEE is responsible for hiring security personnel of sufficient skill, and sufficient number to ensure the safety and security of the EVENT and its participants. LESSEE is responsible for choosing the security company and contracting with them for services. PROVIDED that the company shall be licensed and bonded as a security company authorized to do business in the State of Washington.

19. DEFAULT OR BREACH BY LESSEE

In the event of default in the specified payments or any other breach of this agreement by LESSEE, the EVENT will be canceled. If the EVENT is in progress, LESSOR's management may re-enter the premises, remove all persons, and take whatever legal action necessary to obtain possession of the premises. LESSEE shall remain obligated to pay the full amount agreed to in paragraph 3. All deposits shall be retained by LESSOR and shall be considered partial payment of any damages. If legal action is instituted to enforce compliance with the terms of this agreement, LESSOR shall be entitled to any statutory costs and reasonable attorney's fees. Venue shall be in Benton County, Washington.

20. CONTROL OF PREMISES

In providing said premises to LESSEE, LESSOR does not relinquish the right to control management thereof, nor to enforce all the necessary and proper rules for the management and operation of the premises. LESSOR, its agent, management and or employees may enter the facilities at any time and on any occasion. LESSEE is reminded that the Fairgrounds are not secure, and that LESSEE is responsible for the security of LESSEE'S personal property at all times. The County accepts no responsibility for, nor assumes any liability for LESSEE'S personal property at any time. LESSEE should check and be satisfied that the security of the leased building(s) satisfy the conditions they are designed to provide. Occupancy of the premises, partial of otherwise, by LESSEE will be deemed acceptance of the security and condition of the premises.

21. SERVING ALCOHOL

LESSEE is required to obtain a Special Occasion liquor license from the State of Washington, and post said license, prior to commencement of event. If LESSEE contracts with any other entity to serve alcohol, LESSEE shall ensure that such entity possess such a license.

The LESSEE agrees to abide by and enforce the County Policies regarding the presence of alcohol or the use of alcoholic beverages on county leased property.

LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY

INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. THIS POLICY WILL BE STRICTLY ENFORCED AND KNOWING VIOLATION OF THE POLICY MAY RESULT IN TERMINATION OF THIS AGREEMENT AND ASSOCIATED EVENT(S) AND FORFEITURE OF ALL RIGHTS TO USE THE LEASE PROPERTY.

23. TERMINATION OR AMENDMENT

Unless otherwise specified herein, LESSOR reserves the right to terminate or amend this agreement at any time by giving LESSEE thirty (30) days written notice.

24. COMPLIANCE WITH LAWS

LESSEE shall comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any law, ordinance, rule or order. LESSEE will immediately correct any violation attributable to the LESSEE or the Event. Failure to due so may result in this Agreement being terminated, forfeiture of any fees and deposits paid to LESSOR before such violation occurred. In any case, LESSEE shall be financially responsible for any fees, costs or finds associated with such violations.

25. VEHICLES ON GROUNDS

Only LESSEE'S representatives responsible to set-up and decorate the facility(ies) being leased are allowed to drive into the Fairgrounds. Vehicles permitted to drive on the grounds must remain on the paved roadways unless otherwise authorized by the Fairgrounds' staff. LESSEE is responsible for the costs of damage resulting from authorized and/or unauthorized vehicle activity.

All other parking must be in the Main Parking Lot.

26. INDEMNIFICATION AND HOLD HARMLESS

a) The LESSEE shall hold harmless, indemnify and defend the LESSOR, 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 LESSEE'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the LESSOR, its officers, officials, employees or agents.

b) In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, subcontractor, anyone directly or indirectly employed by 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 LESSEE 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 LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE 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 LESSEE makes with any subcontractor or agent performing work hereunder.

c) The LESSEE'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 LESSEE, the LESSEE'S employees, agents or subcontractors.

27. CONDITION OF PROPERTY

LESSEE shall ensure that the leased property, including all improvements and appurtenances thereof, are presented to LESSOR in substantially the same condition as at the inception of this agreement. LESSEE shall take all reasonable steps to safeguard the property, shall not allow waste of LESSOR's property, and shall immediately notify LESSOR if it learns of any substantial damage or destruction of or to LESSOR's property. Except as otherwise mutually agreed in writing, LESSEE shall not alter the structure of any real property or improvement belonging to LESSOR, and shall not erect any permanent or temporary structure thereon. LESSEE shall not alter the access into or upon the leased property by changing locks, adding locks, blocking doors, installing alarm systems or installing any other system which would inhibit or impair the ability of LESSOR's representative from going in or upon the lease property as needed.

27. SUB-CONTRACTING PROHIBITED

LESSEE shall not sub-contract any aspect of any activity undertaken in the administration, operation or facilitation of any aspect of events, except as allowed above, for food and beverage vendors. All persons involved in any way in the administration, operation or facilitation of any aspect of events, including, but not limited to any of the following activities:

a) Overseeing general operations on a day-to-day basis;
b) Operating or overseeing the operation of any devices, machines or equipment used in the course of any racing event;
c) Maintaining safety upon the grounds used for any racing event;
d) Admitting or denying admission, or overseeing such operations;

shall be bonafide officers, directors, employees, agents, or other authorized representatives of LESSEE. To the extent that any of such personnel are commonly associated with any other entity, including, but not limited to Tri-City Racing, LESSEE

shall provide proof to LESSOR, in the form of a certified true copy of a legitimate and binding resolution or other instrument of the Board of Directors of LESSEE, appointing such personnel as authorized representative of LESSEE authorized to act on its behalf during the operation of events.. Such proof must be provided to LESSOR no less than ten (10) days prior to the first day of the event.

No contracts, tickets, advertising, or other documents may, to the extent that any representation is made, represent that the events are managed, promoted or administered by any other entity than LESSEE. Such contracts include, but are not limited to, all contracts for any permitted vendors as specified above, which shall be between LESSEE and such vendor, and shall be signed by a person with authority to bind LESSEE in that regard.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

I, **Cliff Schellinger, BMHR Board Member** (name and job title/position) have read and fully understand this agreement. I hereby certify that I have the authority to bind **Blue Mountain Horse Racing, Inc.** to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this agreement and for any breach that occurs under the agreement. I agree to abide by the conditions set forth in this contract and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

BY: _____

Chairman of the Board

Date_____

LESSOR: Blue Mountain Horse Racing, Inc.

BY: _____

Date: 3-27-08

Name: Cliff Schellinger

Title: _____

Approved as to form:

BY: _____

Civil Deputy Prosecutor

EXHIBIT A

LEASEHOLD IMPROVEMENT AGREEMENT
BENTON COUNTY FAIRGROUNDS

WHEREAS, the Blue Mountain Horse Racing, Inc. hereinafter the LESSEE, has made a request of Benton County, hereinafter LESSOR, to make an improvement to the Benton County Fairgrounds, hereinafter FAIRGROUNDS; and,

WHEREAS, it is in the mutual interest of both parties to pursue improvements to the FAIRGROUNDS that will improve the operation and the quality of the Benton-Franklin Fair and non Fair events; **NOW THEREFORE,**

IT IS HEREBY MUTUALLY RESOLVED, that the LESSOR and LESSEE agree to the following conditions regarding the proposed improvement.

1. Improvement
DESCRIBE IMPROVEMENT. Said improvement is hereafter referred to as IMPROVEMENT.

2. Timeline
IMPROVEMENT will be completed prior to DATE

3. Permitting
LESSEE agrees to obtain and pay for all required permits, engineering, and inspection. LESSEE agrees to provide permit to LESSOR prior to project commencement. Work may not commence until all required permits are provided to LESSOR.

4. Funding
LESSEE will pay for all labor and materials necessary to perform the IMPROVEMENT

5. Labor
LESSEE will pay for all labor necessary to perform the IMPROVEMENT

6. Ownership
LESSEE agrees that the IMPROVEMENT, upon completion of construction and final acceptance by the LESSOR, is the sole property of the LESSOR.

7. Liability

The LESSEE shall hold harmless, indemnify and defend the LESSOR, 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 LESSEE'S acts, errors or omissions in the performance of this agreement. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the LESSOR, its officers, officials, employees or agents.

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

By executing this agreement, the LESSEE 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 LESSEE makes with any agent performing work hereunder.

8. Further Conditions

LESSOR agrees to allow access to the Benton County Fairgrounds Facilities to the LESSEE and contractors of the LESSEE necessary to perform IMPROVEMENT.

BENTON COUNTY

For Exhibit Only

Roy Rogers, Facilities Manager

Date:

BLUE MOUNTAIN HORSE RACING INC

Cliff Schellinger, President

Date:

Approved as to Form

Deputy Prosecuting Attorney

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: B/C 03-17-08 F/C 03-24-08	Executive Contract xx	CONSENT AGENDA xx
SUBJECT: Agreement between Center for Children's Law & Policy, the Children and Youth Justice and the Benton-Franklin Counties Juvenile Justice Center	Pass Resolution xx Pass Ordinance Pass Motion Other	PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
Prepared By: Kathryn M. Phillips Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The purpose of this agreement, between the Center for Children's Law and Policy (CCLP), the Center for Children and Youth Justice (CCYJ) and the Benton-Franklin Counties Juvenile Justice Center (BFJJC), is to support activities as part of the John D. and Catherine T. MacArthur Foundation Models for Change DMC Action Network.

SUMMARY

Disproportionate Minority Contact (DMC) is one of the Targeted Areas of Improvement (TAI) identified as part of the Models for Change Initiative in Benton-Franklin Counties program. The period of this agreement is from October 1, 2007 through September 30, 2008.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Agreement between the CCLP, CCYU and BFJJC for the period of October 1, 2007 through September 30, 2008.

FISCAL IMPACT

CCLP through CCYJ will compensate BFJJC $30,000.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Agreement for the term of October 1, 2007 through September 30, 2008.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER, THE CENTER FOR CHILDREN'S LAW POLICY, AND THE CENTER FOR CHILDREN & YOUTH JUSTICE and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Agreement between the Center for Children's Law Policy, the Center for Children & Youth Justice and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing October 1, 2007 and terminating on September 30, 2008, **NOW, THEREFORE**

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

DATED this 17th day of March 2008
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 24th day of March 2008
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (5): 1-BC Commissioners, 1-FC Commissioners, 1-CCYJ, 1-CCLP, 1-BFJJC

DMC ACTION NETWORK AGREEMENT

1. PARTIES

This Agreement is made this 14th day of February, 2008, between the Center for Children's Law and Policy, a nonprofit organization located at 1701 K Street, NW, Suite 600, Washington, DC 20006, (hereinafter, "CCLP"), the Benton and Franklin Counties on behalf of Benton-Franklin Juvenile Justice Center, located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter, "BFJJC" or "the site representative"), and the Center for Children & Youth Justice, a non-profit organization located at 615 2nd Avenue, Suite 275, Seattle, WA 98104, (hereinafter, "CCYJ" or "the fiscal agent").

2. PURPOSE

This is an agreement to support activities by Benton and Franklin Counties, WA and throughout the state as part of the John D. and Catherine T. MacArthur Foundation Models for Change DMC Action Network ("the Network").

3. SCOPE OF WORK

BFJJC will conduct the following activities during the period of this Agreement:

A. **Formation or designation of governing body for DMC Action Network activities.** BFJJC will designate a governing body to develop, implement, and monitor DMC Action Network activities under this agreement. The governing body will include representatives of key stakeholder agencies and of communities impacted by the juvenile justice system. The governing body will meet regularly and will submit minutes of meetings to CCLP. If a similar group already exists, BFJJC will ascertain whether the existing group will take on the responsibilities of developing, implementing, and monitoring DMC Action Network activities under this Agreement.

B. **Site Leader for coordination of Network activities.** BFJJC will identify one representative as Site Leader for project activities. The identified Site Leader coordinates the site's Network activities and submits required reports and other deliverables to CCLP, as set forth in this Agreement.

C. **Collection, analysis, and reporting of DMC data.** BFJJC will:

1. Collect baseline data on its Strategic Innovation(s), which will enable BFJJC to measure progress in DMC reduction as it implements the Strategic Innovation(s).

2. Collect and report, at least quarterly, basic DMC data from the Burns Institute Level One data.

3. Report on specific Performance Measures developed by CCLP that are relevant to the site's Strategic Innovation(s) or other indicators of progress in implementation of its Strategic Innovation(s).

D. **Development and implementation of Strategic Innovation(s).** BFJJC will:

1. Collect data and develop and implement data-driven strategies to assess the disparate treatment of youth of color across all key decision points of the juvenile justice system. Activities will include multi-level data collection and analyses to increase site knowledge of contributing factors and to guide DMC reduction strategies; process mapping to identify disparate policies and practices at key decision points and average length of time for cases between decision points; and analyses of intervention programs to assess disparate program outcomes and decision-making for youth of color. Additional activities will include DMC training for system agency personnel to increase DMC learning and promote the buy-in of system stakeholders for DMC reduction strategies.

2. Develop and implement DMC education models to promote and increase the active participation of Latino community stakeholders in DMC reduction efforts in the site. CCLP may provide technical support to identify expert resources to assist the site in its community education and engagement activities.

E. **Planning statewide expansion of Strategic Innovation(s).** During the term of this Agreement, BFJJC will begin planning expansion of its Strategic Innovation(s) statewide. In its Final Report to CCLP for this year, BFJJC will report on plans for statewide expansion of its Strategic Innovation(s) in Years II and III of Network participation.

F. **Attendance and participation at the Annual Network Meeting.** BFJJC will convene a delegation of at least four site representatives to attend the Annual Network Meeting, which CCLP will schedule and announce in advance of meetings.

G. **Participation in Network Conference Calls.** BFJJC will participate in regular DMC Action Network conference calls scheduled by CCLP and in calls on special topics identified by CCLP or the MacArthur Foundation for DMC Action Network purposes.

H. **Writing e-newsletter article**. BFJJC will provide one article of 250-500 words on its DMC Action Network activities for the Network e-newsletter during the term of this Agreement, on a schedule established by CCLP. CCLP will provide substantial advance notice of the due date for the article.

I. **Participation in performance measures field-testing for the Models for Change DMC Reduction Model.** BFJJC, upon request from CCLP, will participate in field-testing and reporting *Results-Based Accountability (RBA) DMC Performance Measures* developed with CCLP. BFJJC will field-test and report the RBA Measures for *Governing Body, Data Capacity & Availability,* and *Level One Data Activities*, which are required of all Network sites. CCLP will work with BFJJC to identify and select additional RBA measures to field-test and report based upon the site's strategic innovations and other DMC work. CCLP will provide technical assistance and work with the site stakeholders to field-test all required and selected RBA Performance Measures.

J. **Deliverables**: BFJJC will provide the following during the term of this Agreement:

1. Governing/Advisory Body (Due with Interim Report and with Final Report)
   a. List of members
   b. List of meeting dates
   c. Minutes of meetings

2. Name, title and contact information (mailing address, email address, telephone and fax numbers) for the identified Site Leader for Network activities (Due within 30 days of executing Agreement).

3. Data collection and reporting on the following: (Items a and b due with Interim Report, and items a-c due with Final Report):

    a. Baseline data on Strategic Innovation(s);

    b. Quarterly reports on Burns Institute Level One DMC data; and

    c. Performance Measures on *Governing Body*, *Data Capacity and Availability*, *Level One Data Activities*, and at least one additional Performance Measure as selected and agreed upon between BFJJC and CCLP for strategic innovation(s) work in the site.

4. Written report on progress, challenges and technical support needs to develop and/or implement of Strategic Innovation(s) (due with Interim Report and Final Report)

5. Written report on local efforts to explore and plan for statewide expansion of DMC Strategic Innovation(s) and plans for implementation in Years II and III (due with Final Report)

6. E-newsletter article (due as scheduled by CCLP)

7. Work plan for activities in the site during 2008, including (a) goals, (b) activities, (c) responsible parties, (d) time line, and (e) outcome measures. (Due within 30 days of executing Agreement).

8. Interim Report on DMC Action Network activities (narrative report with deliverables #1 through 4 as specified above, due March 1, 2008)

9. Final Report (narrative report with deliverables, due October 31, 2008).

4. PERIOD OF AGREEMENT

The period of this agreement is from October 1, 2007 through September 30, 2008. The parties to this Agreement may extend or renew on the same terms or such other terms as agreed upon in writing. Either party may terminate this Agreement by providing written notice of termination, which shall be effective 14 days from the date of written notice or at such later date as the terminating party may identify. In the event of termination, CCLP shall pay the site representative for expenses incurred up to the date on which termination is effective.

5. FISCAL AGENT

The Models for Change Lead Entity for the Washington State Models for Change Initiative, CCYJ, will serve as fiscal agent for BFJJC for receiving funding for DMC Action Network activities. CCLP will make payments for Network activities in Benton and Franklin Counties directly to CCYJ, which in turn will distribute Network funds to BFJJC. CCYJ and BFJJC both agree to the provisions for and restrictions on the uses of Network funds contained in this Agreement. CCYJ and BFJJC will execute a separate agreement outlining the terms and conditions of CCYJ's role as fiscal agent.

6. COMPENSATION

A. Approved budget. The approved budget for this Agreement is $ 30,000.00. The approved budget is attached to this Agreement as Attachment A and is incorporated herein by reference.

B. Payment schedule. CCLP will provide 50% of the approved budget amount, minus the $5,000 advance payment previously provided, within 30 days of execution of this Agreement. CCLP will provide the remaining 50% of the approved budget within 30 days of receipt of the Interim Report and associated deliverables.

C. Variations from approved budget. The site representative will obtain written approval from CCLP for any changes in any budget item that exceeds 10% of the approved budget for that item.

7. RESTRICTIONS ON USE OF FUNDS

A. Source of funds. The John D. and Catherine T. MacArthur Foundation has provided grant funds to CCLP to coordinate the DMC Action Network and to contract with local sites and states for activities to reduce overrepresentation and racial disparities affecting youth of color. The MacArthur Foundation grant to CCLP includes specific restrictions on the use of grant money. Those restrictions, listed below, also apply to all funds that CCLP provides to sites and states as part of the DMC Action Network.

B. Lobbying The site representative and its agents, contractors, and partners will not use funds paid under this Agreement for any of the following purposes:

1. To carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code);

2. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);

3. To make any grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the United States Internal Revenue Code;

4. To undertake any activity for any purpose other than one specified in Section 170 (c)(2)(B) of the United States Internal Revenue code; or

5. To make a grant to any individual or organization without advance approval in writing signed by the parties to this Agreement.

C. Anti-Terrorism The site representative will use all funds paid under this Agreement in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

8. WRITTEN REPORTS

The site representative will submit two copies of the Interim Report to CCLP and one copy to CCYJ by March 1, 2008, 5:00 pm EST. An appropriate officer of your organization or agency will sign and forward the Interim Report to the attention of Lisa Garry, DMC Policy Director, Center for Children's Law and Policy, 1701 K Street, NW, Suite 600, Washington, DC 20006. The Interim Report will contain a project narrative and financial account of the work accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of project activities and accomplishments, including a description of the progress made toward implementing selected Strategic Innovations specified in this Agreement. The narrative report should also include barriers or challenges encountered during the grant period, and plans for addressing them in the future. The financial account should contain a financial statement of all expenditures of funds under this Agreement during the reporting period.

9. PUBLICATIONS

The site representative will furnish one copy to CCLP and CCYJ of any publications produced or disseminated wholly or in part with these funds. Unless otherwise approved by CCLP, all publications created by BFJJC that pertain to activities covered by this Agreement will include the DMC Action Network logo, the Models for Change logo, and acknowledgment of the financial support from the MacArthur Foundation.

10. EVALUATING OPERATIONS

CCLP may monitor and conduct evaluations of the site representative's operations under this grant, which may include one or more visits from CCLP personnel to observe program and activities, discuss the program with personnel, and review financial and other records and materials connected with the activities financed by this Agreement.

11. CCLP PUBLIC REPORTS

CCLP may include basic information about your DMC Action Network activities in periodic public reports and in press releases. CCLP and the site representative will work together to coordinate public announcements or other considerations regarding publicizing the DMC Action Network activities.

12. RIGHT TO DISCONTINUE FUNDING

CCLP reserves the right, in its sole discretion to discontinue or suspend funding under the following conditions, with provision of thirty-day written notice to inform the site representative of the decision:

A. The site representative does not submit written reports required herein to CCLP on a timely basis and without a written explanation and request to extend the due date specified in this Agreement;

B. The reports do not comply with the terms of this Agreement or fail to contain adequate information to allow CCLP to determine that site representative has used funds for the purposes prescribed herein;

C. The site representative has not used the funds for their intended purposes or has used them in a way that is inconsistent with the terms of this Agreement; and/or

D. The site representative has not made adequate progress on the Strategic Innovations or other activities in this Agreement.

13. ASSIGNMENT

This Agreement is not assignable without prior written approval by CCLP.

14. DISCLOSURE

The site representative will disclose any outside activities or interests that conflict or may conflict with the best interests of CCLP. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the activities of CCLP.

15. EMPLOYEES

The provisions of this Agreement shall also bind employees, agents, contractors, and partners of the site representative who perform services under this Agreement.

16. INJURIES

The site representative waives any rights to recovery from CCLP for any injuries that it or its employees may sustain while performing services under this Agreement.

17. INDEMNIFICATION

The site representative agrees to indemnify and hold CCLP harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CCLP that result from the negligent acts or omissions of the site representative and its employees.

18. NOTICES

All notices permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Site representative:

Sharon Paradis, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336-1388

Fiscal Agent:

Michael Curtis, Managing Director
Center for Children & Youth Justice
615 2nd Avenue, Suite 275
Seattle, WA 98104

CCLP:

Mark Soler, Executive Director
Lisa Garry, DMC Policy Director
Center for Children's Law and Policy
1701 K Street, NW, Suite 600
Washington, DC 20006

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the 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.

20. AMENDMENT

Parties to this Agreement may modify or amend its terms by placing the amendment in writing and obtaining the signatures of authorized officials for both parties.

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, thus such provision shall be deemed to be written, construed, and enforced as so limited.

22. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. APPLICABLE LAW

The law of the District of Columbia governs this Agreement.

24. DUE AUTHORITY

The persons signing this agreement on behalf of the site representative represent and warrant to CCLP that they have requisite legal power and authority to execute this Agreement.

PARTIES:

Benton County

Approved as to Form:

3/10/08

Sarah Perry, Civil Deputy Prosecuting Attorney Date

By: _____

Name: Claude Oliver
Title: Chairman, Benton Board of County Commissioners

Date: _____

Attest:

Clerk of the Board:

_____

By: _____
Sharon Paradis, Administrator
Benton-Franklin Juvenile Justice Center

By: _____
Michael Curtis
Center for Children & Youth Justice,
serving as Fiscal Agent

By: _____
Mark Soler
Center for Children's Law and Policy

Franklin County

Approved as to Form:

Agreed Review Performed by Benton County
Ryan Verhulp, Civil Deputy Prosecuting Attorney

By: _____

Name: Robert E. Koch
Title: Chairman, Franklin Board of County Commissioners

Date: _____

Attest:

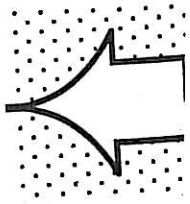
Clerk of the Board:

_____

Date: 3/6/2008

Date: 2/29/08

Date: 2/25/08



(Attachment A)

DMC Action Network Agreement
PROJECT BUDGET

Agreement Number: 2007-BENT-Y1

SITE NAME: BENTON-FRANKLIN COUNTIES

AGENCY NAME: Benton-Franklin Juvenile Justice Center (BFJJC)

AGENCY ADDRESS: 5606 W. Canal Place, Suite 106, Kennewick, WA 99336-1388

TAX ID Number: 91-6001296

AWARD PERIOD: **Begins:** 10/1/2007 **Ends:** 09/30/2008

1. PERSONNEL

Salaries and Fringe Benefits

.15 FTE dedicated to JTS database and tracking development/support		$ 9,818
	Subtotal:	**$ 9,818**

2. TRAVEL

Annual Network Meeting (Required)		$ 5,000
Site Visit to Santa Cruz		$ 3,200
	Subtotal:	**$ 8,200**

3. CONTRACTUAL

JTS database and tracking development/support		$11, 482
	Subtotal:	**$11,482**

4. ADMINISTRATION

Equipment/Furniture		$ 0
Telephone/Fax		$ 0
Office Supplies		$ 500
Postage		$ 0
Printing/Copying		$ 0
Project Administration		$ 0
	Subtotal:	**$ 500**

5. OTHER:

	Subtotal:	**$ 0**

TOTAL PROJECT BUDGET: **$30,000**

Approved: _____ *Authorized CCLP Official*

Effective Date: 2/25/08

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING A DIRECTOR OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD.

WHEREAS, a public hearing was held on March 11, 2008 by the Benton County Noxious Weed Control Board, at which time any person or persons could summit nominations and appear and be heard regarding the nominations for a Director of the Benton County Noxious Weed Control Board; and

WHEREAS, a vacancy exists in Area 5 of the Benton County Noxious Weed Control Board; and

WHEREAS, nominations were accepted at a public hearing in accordance with RCW 17.10.050; and

WHEREAS, the nominee expressed an interest in serving as the representative for Area 5 from which the nomination originated; **NOW THEREFORE,**

BE IT RESOLVED that, pursuant to RCW 17.10.050, the Board of Benton County Commissioners herein appoints the following to serve a four year term as a Director of the Benton County Noxious Weed Control Board Area 5, Steve O. Link, 4604 E. Robin Court, West Richland, WA 99353. Said term shall commence on March 18, 2008 and expire on March 16, 2012.

Dated this ..... Day of ....., 20....

_____

Chairman of the Board

_____

Chairman Pro Tem

_____

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....

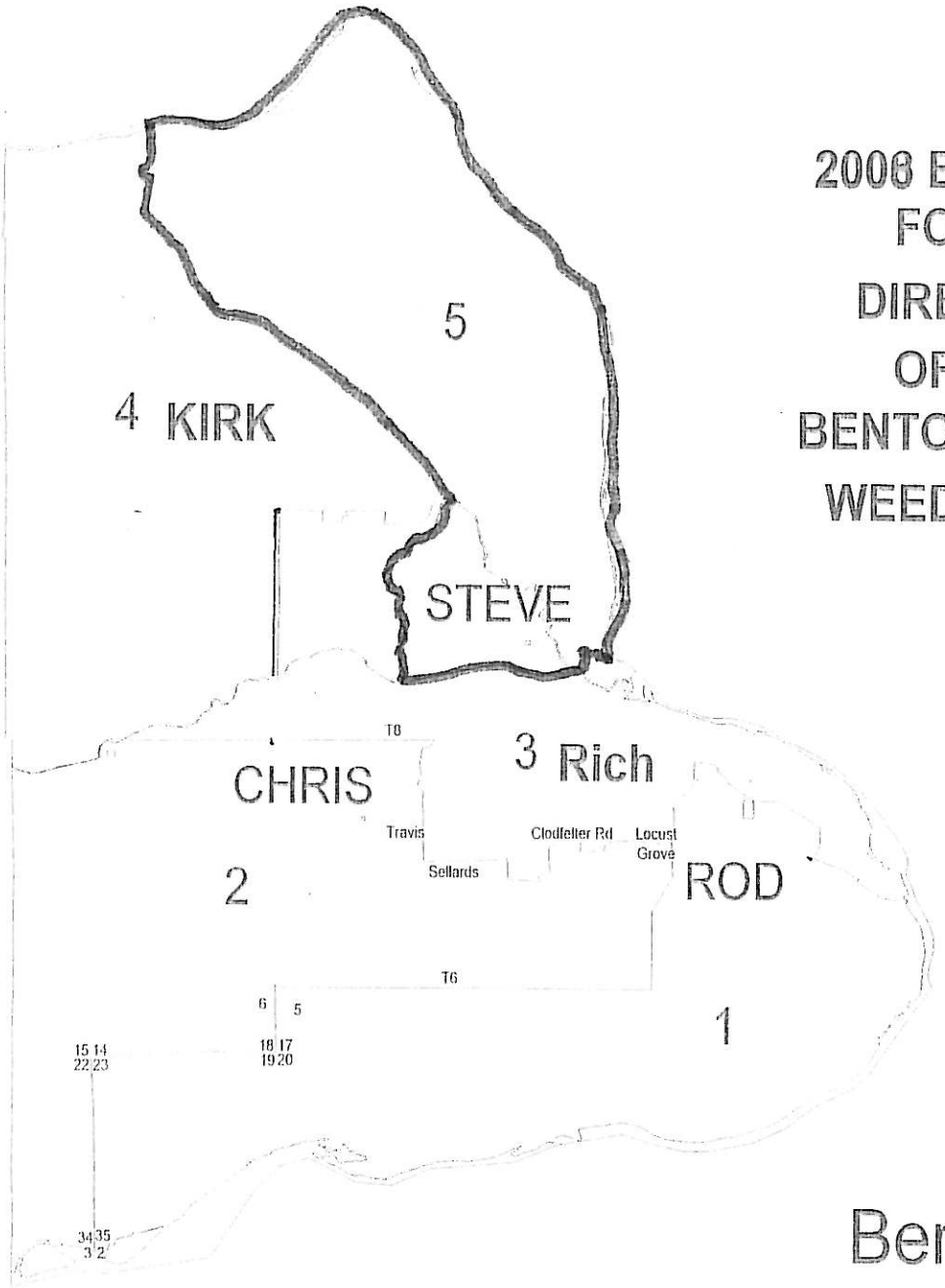
cc: Noxious Weed, Steve Link, file (appointments)

March 11, 2008
Nomination for Directors of the Benton County Weed Board
District 5

Dr. Steven O. Link

Printed name	Signature	Date	Address
JJ Brush		3/7/08	
Karla Brush		3/09/08	
Louis Jensen		3/9/08	
Cheryl K. Farabee		10mar08	
Joseph Judy		3/10/08	
Larisa Smith		3/10/08	
Stephen Fry		3/10/08	
Barbara Harper		3/10/08	
Lela Findlay		3/11/08	
DANIEL TYLER		3/12/08	

2008 Boundaries FOR THE DIRECTORS OF THE BENTON COUNTY WEED BOARD



Benton County

24 25 26 27 28 29 30 31

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 116.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

< >

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning

Dept Nbr: 116

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600.	1326	Planning Director	$3,242
558.600.	1328	Senior Planner Current	$50,443
TOTAL			$53,685

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600.	1128	Planning Manager	$53,685
TOTAL			$53,685

Explanation:

Due to the Planning Director's retirement, this transfer is needed for a new position (Planning Manager). There is no financial impact to this budget.

Prepared by: Loretta Smith Kelty

Date: 17-Mar-2008

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 0149101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

< >

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Protective Inspection Services Dept Nbr: 000

Fund Name: Protective Inspection Services Fund Nbr: 0149101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
559.600.	1326	Planning Director	$2,357
559.600.	1193	Senior Building Inspector	$48,034
TOTAL			$50,391

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
559.600.	1137	Building Manager	$50,391
TOTAL			$50,391

Explanation:

Due to the Planning Director's retirement, this transfer is needed for a new position (Building Manager). There is no financial impact to the budget.

Prepared by: Loretta Smith Kelty Date: 17-Mar-2008

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Monday, March 17, 2008 Subject: Settlement Agreement - re Sanchez ievance Arbitration Prepared by: Sarah Perry Reviewed by:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	 X 	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other	X

9

BACKGROUND INFORMATION

Before the Board for approval and signature is a Resolution and Settlement Agreement with AFSCME Local 874-HC and Norma Sanchez as full and final resolution to PERC Case No. 18495-P-04-640 concerning the January 2005 arbitration award. The parties have been working for several months to bring resolution to this matter, and the Settlement Agreement is a reasonable resolution.

SUMMARY

Approve and sign the Resolution and Settlement Agreement.

MOTION

Move to approve and sign the Resolution and Settlement Agreement between Benton County; AFSCME Local 874-HC and Norma Sanchez.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE GRIEVANCE ARBITRATION SETTLEMENT AGREEMENT BETWEEN BENTON COUNTY; AFSCME LOCAL 874-HC AND NORMA SANCHEZ

WHEREAS, Benton County has reached an agreement with Local 874-HC and Norma Sanchez to fully resolve and forever settle any and all disputes, grievances and allegations by and between the parties arising out of or related to the January 2005 arbitration award in connection with PERC Case Number 18495-P-04-640; and

WHEREAS, the Benton County Board of Commissioners has previously discussed and approved the significant terms of the Agreement, **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners approves the Agreement as negotiated and is 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: Sarah Perry
c: Local 874-HC, Commissioners, D. Sparks; Personnel, District Court, Payroll

SH

GRIEVANCE ARBITRATION SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between Benton County, Benton County District Court, and their elected officials, managers, and agents (collectively "Employer"); AFSCME Local 874-HC, Council 2 ("Union"), and Norma Sanchez ("Employee"). This Grievance Arbitration Settlement Agreement pertains to PERC Case Number 18495-P-04-640.

THE PURPOSE of this Settlement Agreement is to fully resolve and forever settle any and all disputes, grievances, and allegations by and between the parties arising out of or related to the January 2005 arbitration award in connection with the above-referenced grievance arbitration. To that end, the parties agree as follows:

1. In accordance with the January 2005 arbitration award, Employer has paid and reimbursed Employee as follows:

   - Back Pay: $34,223.50 (including $1,330.18 in vacation cash out) less required payroll deductions;
   - Vacation Leave Bank: 240 hours;
   - Sick Leave Bank: 329.50 hours;
   - Retirement Account: $538.85 (paid to Department of Retirement Systems account); and
   - VEBA: $5,915.47 (paid to VEBA account).

2. In addition to the above payments and reimbursements, as a settlement payment to resolve all disputes between the parties regarding January 2005 arbitration award, its implementation, and payment to Employee under that award, and all disputes regarding any obligation by Employer to make further payment to Employee under that award, Employer will pay Employee an additional Two Thousand One Hundred Seventy-Seven Dollars and Forty-Two Cents ($2,177.42), less required payroll deductions, to be paid with the first payroll cycle following the last signature on this Settlement Agreement.

3. The terms and conditions of this Settlement Agreement shall not be considered to set a precedent.

4. The terms and conditions of this Settlement Agreement constitute full and complete settlement and resolution of all disputes, grievances, and allegations by and between the parties arising out of or related to the January 2005 arbitration award.

5. Any disputes concerning this Settlement Agreement shall be resolved through the grievance procedure of the then-current collective bargaining agreement between Employer and Union.

The parties indicate their agreement to the above terms and conditions of this Settlement Agreement by their signatures below.

BENTON COUNTY DISTRICT COURT

Presiding District Court Judge
Date: 12 Nov 08

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman
Date: _____

Member

Member

Constituting the Board of Benton County Commissioners

Attest:

Clerk to the Board
Date: _____

Approved as to form:

Sarah H. Perry, Senior Deputy
Prosecuting Attorney

AFSCME LOCAL 874-HC, COUNCIL 2

Alpha O'Laughlin, Representative
Date: 3/11/08

EMPLOYEE

Norma Sanchez

Approved as to Form:

David Kanigel, Counsel for AFSCME Local 874-HC, Council 2

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT 2007

WHEREAS, in accordance with RCW 36.79.140, the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Traffic Law Enforcement for 2007; and

WHEREAS, Certification of Road Fund Expenditures for Traffic Law Enforcement for 2007 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and Benton County Auditor have signed the Digital Submittal Certification for said Certification as required by CRAB; NOW, THEREFORE,

BE IT RESOLVED that the Chairman be authorized to sign the Digital Submittal Certification for Traffic Law Enforcement Certification 2007 on behalf of Benton County.

Dated this 17th day of March, 2008.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

R E S O L U T I O N

S

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE TRAFFIC SIGN MATERIALS 2008

WHEREAS, by resolution dated February 25, 2008, bid call was authorized for ERR Purchase of Traffic Sign Materials; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the lowest bid was submitted by Zumar Industries, Inc., Tacoma, Washington; and

WHEREAS, the County Engineer recommends award of the contract to Zumar Industries, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County with Traffic Sign Materials be awarded to Zumar Industries, Inc., Tacoma, Washington, in the amount of $24,440.50, plus Washington State sales tax in the amount of $2,150.76; and

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

Dated this 17th day of March, 2008.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

PROJECT:	2008 ERR PURCHASE - TRAFFIC SIGN MATERIALS					ZUMAR INDUSTRIES, INC. P O Box 44549 Tacoma WA 98444-0549		NEWMAN TRAFFIC SIGNS P O Box 1728 Jamestown, ND 58402		TRAFFIC SAFETY SUPPLY COMPANY 2324 S.E. Umatilla Street Portland, OR 97202		AABCO BARRICADE COMPANY, INC. 4025 - 80th Street SW Mukilteo, WA 98275		C. J. PLASTICS 1407 Della Avenue Benton City, WA 99320	
LOCATION:	BENTON COUNTY														
LET BY:	BOARD OF COUNTY COMMISSIONERS														
DATE:	March 10, 2008, 10:30 a.m., Local Time														
ITEM NO.	QTY.	TYPE	DESCRIPTION	SIZE	COLOR	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	50	OM-1	End of Road	18" x 18"	RED	12.95	647.50	17.69	884.50	18.00	900.00	20.34	1,017.00	23.27	1,163.50
2	300	R1-1	Stop	30" x 30"	R/W	23.00	6,900.00	26.55	7,965.00	30.95	9,285.00	30.53	9,159.00	31.87	9,561.00
3	25	R1-1	Stop	36" x 36"	R/W	36.00	900.00	38.37	959.25	44.95	1,123.75	44.13	1,103.25	43.00	1,075.00
4	20	R1-3	3 Way Plaque	12" x 6"	R/W	3.00	60.00	4.53	90.60	3.50	70.00	5.21	104.20	3.50	70.00
5	20	R1-3	4 Way Plaque	12" x 6"	R/W	3.00	60.00	4.53	90.60	3.50	70.00	5.21	104.20	3.50	70.00
6	20	R2-501	( ) M.P.H.	24" x 24"	B/W	15.80	316.00	18.90	378.00	19.80	396.00	21.74	434.80	26.29	525.80
7	20	R2-5C	Speed Zone Ahead	24" x 30"	B/W	15.80	316.00	21.76	435.20	24.75	495.00	25.02	500.40	26.29	525.80
8	5	R8-8	Do Not Stop On Tracks	24" x 30"	B/W	15.80	79.00	21.76	108.80	24.75	123.75	25.02	125.10	26.29	131.45
9	25	S3-1	School Bus Stop Ahead	30" x 30"	SYG	55.00	1,375.00	44.40	1,110.00	56.70	1,417.50	51.06	1,276.50	32.02	800.50
10	30	W10-1	RXR Advance Warning	36"	B/Y	36.00	1,080.00	38.37	1,151.10	44.95	1,348.50	44.13	1,323.90	37.34	1,120.20
11	10	W11-1	Bike Crossing Symbol	30" x 30"	B/Y	26.00	260.00	26.55	265.50	30.95	309.50	30.53	305.30	32.02	320.20
12	30	W1-2L	Curve	30" x 30"	B/Y	26.00	780.00	26.55	796.50	30.95	928.50	30.53	915.90	32.02	960.60
13	20	W1-2R	Curve	30" x 30"	B/Y	26.00	520.00	26.55	531.00	30.95	619.00	30.53	610.60	32.02	640.40
14	30	W13-1	M.P.H. Plaque	18" x 18"	B/Y	10.00	300.00	9.50	285.00	11.15	334.50	10.93	327.90	12.94	388.20
15	5	W13-1	M.P.H. Plaque	24" x 24"	B/Y	15.80	79.00	18.53	92.65	19.80	99.00	21.31	106.55	21.79	108.95
16	10	W13-1	M.P.H. Plaque	24" x 24"	B/O	15.80	158.00	18.90	189.00	19.80	198.00	21.74	217.40	21.79	217.90
17	10	W13-401	For ( ) Mi.	24" x 18"	B/Y	12.00	120.00	16.93	169.30	14.85	148.50	19.47	194.70	17.28	172.80
18	20	W14-1	Dead End	30" x 30"	B/Y	26.00	520.00	26.55	531.00	30.95	619.00	30.53	610.60	32.02	640.40
19	20	W1-4L	Reverse Curve	30" x 30"	B/Y	26.00	520.00	26.55	531.00	30.95	619.00	30.53	610.60	32.02	640.40
20	20	W1-4R	Reverse Curve	30" x 30"	B/Y	26.00	520.00	26.55	531.00	30.95	619.00	30.53	610.60	32.02	640.40
21	50	W1-6	Single Head Arrow	48" x 24"	B/Y	32.00	1,600.00	33.18	1,659.00	39.60	1,980.00	38.16	1,908.00	41.54	2,077.00
22	25	W16-1	End of County Road	24" x 30"	B/Y	20.00	500.00	22.88	572.00	24.75	618.75	26.31	657.75	26.29	657.25
23	40	W1-7	W-17 DOUBLE ARROW	48" x 24"	B/W	32.00	1,280.00	33.18	1,327.20	39.60	1,584.00	38.16	1,526.40	41.54	1,661.60
24	50	W2-1	Crossroad	30" x 30"	B/Y	26.00	1,300.00	26.55	1,327.50	30.95	1,547.50	30.53	1,526.50	32.02	1,601.00
25	10	W2-4	"T" Symbol	30" x 30"	B/Y	26.00	260.00	26.55	265.50	30.95	309.50	30.53	305.30	32.02	320.20
26	10	W2-5	"Y" Symbol	30" x 30"	B/Y	26.00	260.00	26.55	265.50	30.95	309.50	30.53	305.30	32.02	320.20
27	10	W3-1A	STOP AHEAD SYM	36" x 36"	B/R/Y	40.00	400.00	38.22	382.20	53.40	534.00	43.95	439.50	51.71	517.10
28	6	RXR	Preformed Thermoplastic Pavement Markings 90 Mils RXR Symbol		White	300.00	1,800.00	375.06	2,250.36	270.66	1,623.96	431.32	2,587.92	300.00	1,800.00
29	10		36" x 36" Diamond Blank Aluminum for Sign			23.00	230.00	21.12	211.20	21.95	219.50	24.29	242.90	25.82	258.20
30	50		Custom Sign; (as shown in specifications)	30" x 30"	B/W	26.00	1,300.00	27.12	1,356.00	30.95	1,547.50	31.19	1,559.50	44.55	2,227.50
TOTAL QUOTE							24,440.50		26,711.46		29,997.71		30,717.57		31,213.55
WASHINGTON STATE SALES TAX						8.8%	2,150.76	0.0%	-	8.3%	2,489.81	8.9%	2,733.86	8.3%	2,590.72
TOTAL							**26,591.26**		**26,711.46**		**32,487.52**		**33,451.43**		**33,804.27**

PROJECT:	2008 ERR PURCHASE - TRAFFIC SIGN MATERIALS
LOCATION:	BENTON COUNTY
LET BY:	BOARD OF COUNTY COMMISSIONERS
DATE:	March 10, 2008, 10:30 a.m., Local Time

ITEM NO.	QTY.	TYPE	DESCRIPTION	SIZE	COLOR	ROCAL, INC. 3186 County Road 550 Frankfort, Ohio 45628-9503		ALPINE PRODUCTS, INC. 550 3rd Street SW, Bldg C Auburn, WA 98001		NATIONAL BARRICADE & SIGN COMPANY East 6602 Main Spokane, WA 99212-0893		VULCAN SIGNS P O Box 1850 Foley, Alabama 36536-1850			
						UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	50	OM-1	End of Road	18" x 18"	RED	11.05	552.50	19.82	991.00						
2	300	R1-1	Stop	30" x 30"	R/W	29.99	8,997.00	37.64	11,292.00						
3	25	R1-1	Stop	36" x 36"	R/W	43.49	1,087.25	52.44	1,311.00						
4	20	R1-3	3 Way Plaque	12" x 6"	R/W	2.46	49.20	9.67	193.40						
5	20	R1-3	4 Way Plaque	12" x 6"	R/W	2.46	49.20	9.67	193.40						
6	20	R2-501	( ) M.P.H.	24" x 24"	B/W	19.64	392.80	28.64	572.80						
7	20	R2-5C	Speed Zone Ahead	24" x 30"	B/W	24.55	491.00	39.08	781.60						
8	5	R8-8	Do Not Stop On Tracks	24" x 30"	B/W	24.55	122.75	39.08	195.40						
9	25	S3-1	School Bus Stop Ahead	30" x 30"	SYG	46.06	1,151.50	74.06	1,851.50						
10	30	W10-1	RXR Advance Warning	36"	B/Y	38.21	1,146.30	80.59	2,417.70						
11	10	W11-1	Bike Crossing Symbol	30" x 30"	B/Y	30.69	306.90	41.94	419.40						
12	30	W1-2L	Curve	30" x 30"	B/Y	30.69	920.70	41.94	1,258.20						
13	20	W1-2R	Curve	30" x 30"	B/Y	30.69	613.80	41.94	838.80						
14	30	W13-1	M.P.H. Plaque	18" x 18"	B/Y	11.05	331.50	19.82	594.60						
15	5	W13-1	M.P.H. Plaque	24" x 24"	B/Y	19.64	98.20	28.64	143.20						
16	10	W13-1	M.P.H. Plaque	24" x 24"	B/O	19.64	196.40	28.64	286.40						
17	10	W13-401	For ( ) Mi.	24" x 18"	B/Y	14.73	147.30	24.68	246.80						
18	20	W14-1	Dead End	30" x 30"	B/Y	30.69	613.80	41.94	838.80						
19	20	W1-4L	Reverse Curve	30" x 30"	B/Y	30.69	613.80	41.94	838.80						
20	20	W1-4R	Reverse Curve	30" x 30"	B/Y	30.69	613.80	41.94	838.80						
21	50	W1-6	Single Head Arrow	48" x 24"	B/Y	39.28	1,964.00	74.06	3,703.00						
22	25	W16-1	End of County Road	24" x 30"	B/Y	24.55	613.75	39.08	977.00						
23	40	W1-7	W-17 DOUBLE ARROW	48" x 24"	B/W	39.28	1,571.20	69.08	2,763.20						
24	50	W2-1	Crossroad	30" x 30"	B/Y	30.69	1,534.50	41.94	2,097.00						
25	10	W2-4	"T" Symbol	30" x 30"	B/Y	30.69	306.90	41.94	419.40						
26	10	W2-5	"Y" Symbol	30" x 30"	B/Y	30.69	306.90	41.94	419.40						
27	10	W3-1A	STOP AHEAD SYM	36" x 36"	B/R/Y	47.69	476.90	83.46	834.60						
28	6	RXR	Preformed Thermoplastic Pavement Markings 90 Mils RXR Symbol		White	No Bid		No Bid							
29	10		36" x 36" Diamond Blank Aluminum for Sign			No Bid		33.82	338.20						
30	50		Custom Sign; (as shown in specifications)	30" x 30"	B/W	30.69	1,534.50	41.94	2,097.00						
TOTAL QUOTE															
WASHINGTON STATE SALES TAX															
TOTAL						Incomplete Bid		Incomplete Bid		NO BID		NO BID			

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	
MEETING DATE: 03-17-08	Executive Contract XX Pass Resolution XX Pass Ordinance Pass Motion Other	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT: Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures		
Prepared By: Pat Austin Reviewed By: Ryan Brown & Sarah Perry		

BACKGROUND INFORMATION

The Superior Court joined all courts within Benton & Franklin Counties in a grant application to reimburse individual courts for costs related to court interpreters. The regional application was successful in its application and the Superior Court is requesting Benton County to authorize entering into an Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs consistent with the attached agreement.

SUMMARY

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA08254 between the State of Washington Administrative Office of the Courts and Benton County, Benton County Superior Court.

FISCAL IMPACT

The State of Washington Administrative Office of the Courts will provide reimbursement to the Benton County Superior Court up to the amount of $10,962.00 for the term of January 1, 2008 through June 30, 2008 and up to $21,924.00 for the term of July 1, 2008 through June 30, 2009.

MOTION

I move to sign Benton County resolution no. _____ and sign Interagency Agreement #IAA08254 with the State of Washington Administrative Office of the Courts for the period of January 1, 2008 through June 30, 2009.

BENTON COUNTY RESOLUTION NO. _____

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

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

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

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

DATED this _____ day of _____, 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Claude Oliver, Chairman of the Board

_____
Max Benitz, Member

_____
Leo Bowman, Member

ATTEST:

_____
Clerk of the Board

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

Originals (2): 1-BC Commissioners, 1-Superior Court

INTERAGENCY AGREEMENT IAA08254
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
And
BENTON COUNTY
(BENTON COUNTY SUPERIOR COURT)
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

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

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

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

      Financial need – i.e., the gap between the Contractor's available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and

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

2. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Contractor will ensure that the interpreter funding is targeted to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons by reimbursing Certified, Registered and Qualified interpreters for interpreter services in accordance with the Interpreter Services Funding: Funding Conditions / Payment Structure, and Travel and Mileage Reimbursement requirements as set forth at:
https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts .

The AOC agrees that if it intends to make any changes to the Interpreter Services Funding: Funding Conditions/Payment Structure and/or the Travel and Mileage

Reimbursement requirements prior to the expiration of this Agreement, the AOC will notify Contractor in writing prior to the effective date of those changes.

b. The Contractor agrees to actively participate in the new vision and structure for state funding of interpreter services; and to track and provide the interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Contractor agrees to submit electronically with each request for reimbursement a completed Interpreter Services Funding Data form, reflecting the interpreter services and costs for which the Contractor seeks reimbursement. The Interpreter Services Funding Data form (an Excel spreadsheet), and Instructions for completing it are set forth at: https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=InterpreterInformationforCourts .

The AOC agrees that if it intends to make any changes to the Interpreter Services Funding Data Form and/or Instructions for completing that form prior to the expiration of this Agreement, the AOC will notify Contractor in writing prior to the effective date of those changes.

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

3. PERIOD OF PERFORMANCE

The period of performance under this Contract shall be from January 1, 2008 through June 30, 2008. Option to extend for state FY 2009 (July 1, 2008 – June 30, 2009) must be mutually agreed upon by the AOC and the Contractor.

4. COMPENSATION

a. Contractor shall be reimbursed a maximum of $10,962.00 for costs incurred during the contract period. January 1, 2008 – June 30, 2008. If the AOC and the Contractor agree to extend the contract period for state FY 2009, the Contractor will be reimbursed a maximum of $21,924.00 for the period July 1, 2008 through June 30, 2009.
b. Contractor shall receive payment for its costs for interpreter services as set forth in Section 2.a.
c. Contractor shall not be reimbursed until A-19 invoices are received and approved by AOC.
d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
e. In order to receive payment, Contractor shall submit a paper A-19 invoice to AOC, and shall additionally submit its A-19 invoice and its completed Interpreter Services Funding Data form (see Section 2.b) electronically to AOC (either by email or on CD).
f. The Contractor shall submit its paper A-19 invoices to AOC Financial Services, PO Box 41170, Olympia, Washington 98504-1170 no more frequently than monthly. The

contractor shall submit its A-19 invoices and completed Interpreter Services Funding Data forms electronically to AOC Court Services (contact information to be determined). Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed Interpreter Services Funding Data form. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

g. Contractor shall maintain sufficient backup documentation of expenses under this agreement.

5. ADDITIONAL INTERPRETER DATA

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

6. LANGUAGE ASSISTANCE PLAN(S)

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

7. **TREATMENT OF ASSETS AND PROPERTY:** The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

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

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

shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

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

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

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

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

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

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

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

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

    a. Applicable state and federal statutes and rules;
    b. Statement of work; and
    c. Any other provisions of the agreement, including materials incorporated by reference.

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

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

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

19. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

AOC Program Manager:	Contractor Program Manager:
Chris Ruhl PO Box 41170 Olympia, WA 98504-1170 (360) 705-5228 Chris.Ruhl@courts.wa.gov	Patricia Austin, Court Administrator 7122 W. Okanogan Place, Bldg. A Kennewick, WA 99336 509-736-3071 ext. 25 Pat.austin@co.benton.wa.us

AGREED:

Dated this _____ day of _____, 2008.

CONTRACTOR - BENTON COUNTY BOARD OF COMMISSIONERS:

_____ ATTEST:

Claude Oliver, Chairman

_____

Max Benitz, Member

_____ _____

Leo Bowman, Member Clerk of the Board

Constituting the Board of County Commissioners, Benton County, Washington

Approved as to form:

3/12/18

Sarah Perry, Deputy Prosecuting Attorney

3/12/18

Date

THE ADMINISTRATIVE OFFICE OF THE COURTS

Dirk Marler, Director
Judicial Services Division

Date

9:05 am

LEGISLATIVE UPDATE

Commissioner Bowman

9:20

AGENDA ITEM	TYPE OF ACTION NEEDED			
MTG. DATE: March 17, 2008	Execute Contract		Consent Agenda	
SUBJECT: Appeal of Admin. Decision - SHPA 08-02 – James Andrew	Pass Resolution	X	Public Hearing	X
MEMO DATE: March 10, 2008	Pass Ordinance		1st Discussion	
Prepared By: Michael Shuttleworth	Pass Motion	X	2nd Discussion	
Reviewed By: Terry A. Marden	Other		Other	

BACKGROUND INFORMATION

On February 15, 2008, our office received a written appeal letter from Timothy M. Coleman to the Board of County Commissioners regarding the Short Plat Administrator's requirement to provide a 40-foot Private Road Easement for James Andrew's short plat approval. On August 20, 2007, James Andrew submitted to the Planning Department a short plat application SHP 07-109 to subdivide 5.08 acres into 2 lots. On October 15, 2007, Mr. Andrew was sent a letter from this office indicating that the Short Plat would be approved provided 17 conditions were satisfied. Condition No. 5 stated: "The private road easement consist of 194 PR SE must be at least 40 feet in width, not including any other easements, from Haney Rd. to the West end of the short plat. Attached for the Board's review is a copy of James Andrew's appeal letter. The Short Plat map submitted with the application shows the width of the easement as 10 feet with a 10 P.U.D. easement serving the property. Mr. Coleman in his letter indicated that the actual access road is 24 feet wide, however; no recorded easements or documents have been submitted showing that there is 24 feet of easement. The 10-foot wide private road easement currently serves 10 lots and does not provide enough width for a required 20-foot fire access road.

Attached to this memo are copies of the appeal letter from the applicant's attorney with 12 attached photos; letters from Benton County Planning to the applicant dated October15, 2007 and February 1, 2008; an aerial photo of the site, and a copy of the proposed short plat map.

SUMMARY

Mr. Coleman is requesting that the Board grant Mr. Andrew's appeal to the Short Plat Administrator's decision requiring that a 40-foot private road easement be provided to serve this plat prior to the recording of the short plat. The Board following the public hearing may affirm or reverse the Short Plat Administrator's decision or remand the application back to the Short Plat Administrator with instructions to approve the same upon compliance with the conditions imposed by the Board, if any.

RECOMMENDATION

The Planning Department is recommending that the Board of County Commissioners require at the very least a 24-foot access easement into the proposed short plat. The Planning Department recommends that the Board remand the application back to the Short Plat Administrator with instruction that Short Plat Application 07-109 be approved with all the conditions except that condition #5 is modified so that the short plat can be served by a 24-foot private road easement.

FISCAL IMPACT: None

MOTION

The Planning Department recommends the following motion: The Board of County Commissioners remand the application back to the Short Plat Administrator with instruction that Short Plat Application File 07-109 be approved with all the condition except condition #5 in the October 15, 2007 letter be modified to read as follows: "The private road easement that consists of 194 PR SE must be at least 24 feet in width from Haney Road to the west end of the proposed short plat and the applicant must provide recorded documents for the private road easements and must show the appropriate width and AF number of each easement on the short plat."

Benton County Planning/Building Department

Terry A. Marden, Director

PLANNING
Planning Annex
P.O. Box 910, 1002 Dudley Avenue
Prosser WA 99350
F r Office: (509) 786-5612
ri-Cities: (509) 736-3086
Fax: (509) 786-5629

BUILDING
Kennewick Annex
5600 W. Canal Drive, Suite C 105A
Kennewick WA 99336
Tri-Cities Office: (509) 735-3500
From Prosser: (509) 786-5622
Fax: (509) 736-2732

October 15, 2007

James Andrew

FILE COPY

RE: Proposed Short Plat SHP 07-109

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 07-109 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).**

   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. The private road easements that consist of 194 PR SE must be at least 40 feet in width, not including any other easements, from Haney Rd. to the west end of the short plat.

6. A private road easement, 20 feet in width, not including any other easements, must be provided from the end of 194 PR SE to serve lot 1. If this easement is longer than 150 feet in length, please provide an approved turnaround.

7. Please remove the depiction of 200 PR SE since it does not serve this short plat.

8. Please provide a 10 foot utility easement extending from the end of the easement recorded under AF 354534 through the east end of lot 2.

9. Please clarify if the railroad right-of-way to the northeast of the short plat is either Union Pacific or Burlington Northern.

10. Columbia Irrigation District requires easements to serve both lots. Please contact them for more information.

11. Please add the following notes to the short plat:

> "Limited soils testing on the lots in this short plat have revealed a Type 1A soil condition. Any on-site sewage disposal system to be permitted on these lots must meet Treatment Standard 2. The Benton-Franklin Health Department should be contacted for further information."

12. Please remove the depiction of the gravel driveway.

13. Please provide signature and notary blocks for Wells Fargo Home Mortgage, Inc. and Numerica Credit Union.

14. An encroachment permit is required for the existing residences. Please contact Benton County Public Works for more information.

15. Please add one of the following notes to the short plat:

> "The private road easement located entirely within this short plat is to serve lots 1 and 2 only."
> OR
> "The private road easement located entirely within this short plat may be extended to serve lots outside of this short plat."

16. There appears to be an error in the legal description within the title report. Please make sure that the updated title report has the correct legal description.

17. The surveyor must sign and date the short plat.

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.

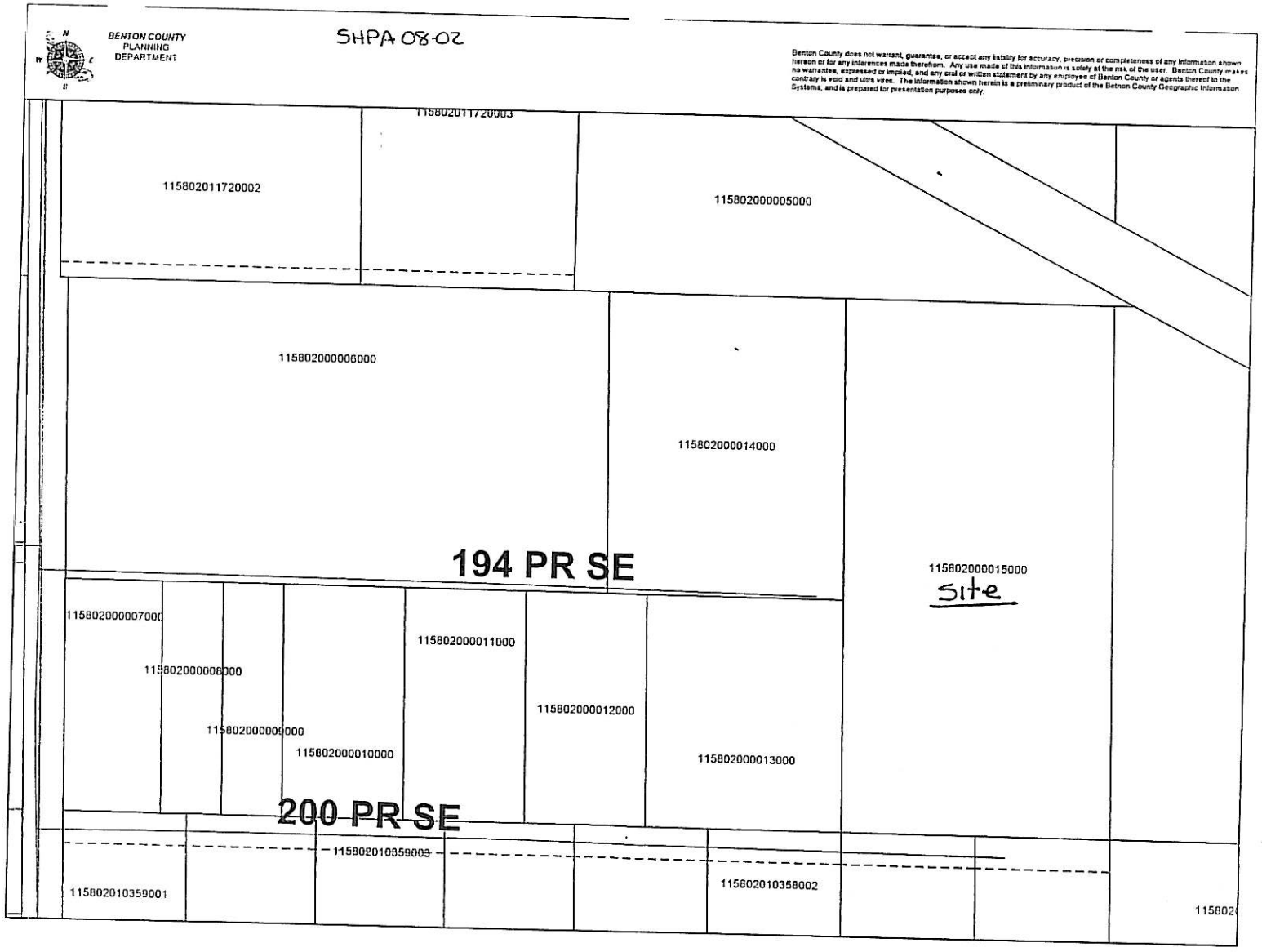
No changes other than those noted above are to be made on the face of the short plat Mylar. The Mylar drawing of the short plat should be revised by your surveyor and submitted back to this office as soon as possible for recording. Please note: The Benton County Planning Department will not record this 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: Stratton Surveying


BENTON COUNTY
PLANNING
DEPARTMENT
SHPA 08-02
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 agents thereof to the contrary is void and ultra vires. The information shown herein is a preliminary product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.
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194 PR SE
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Site
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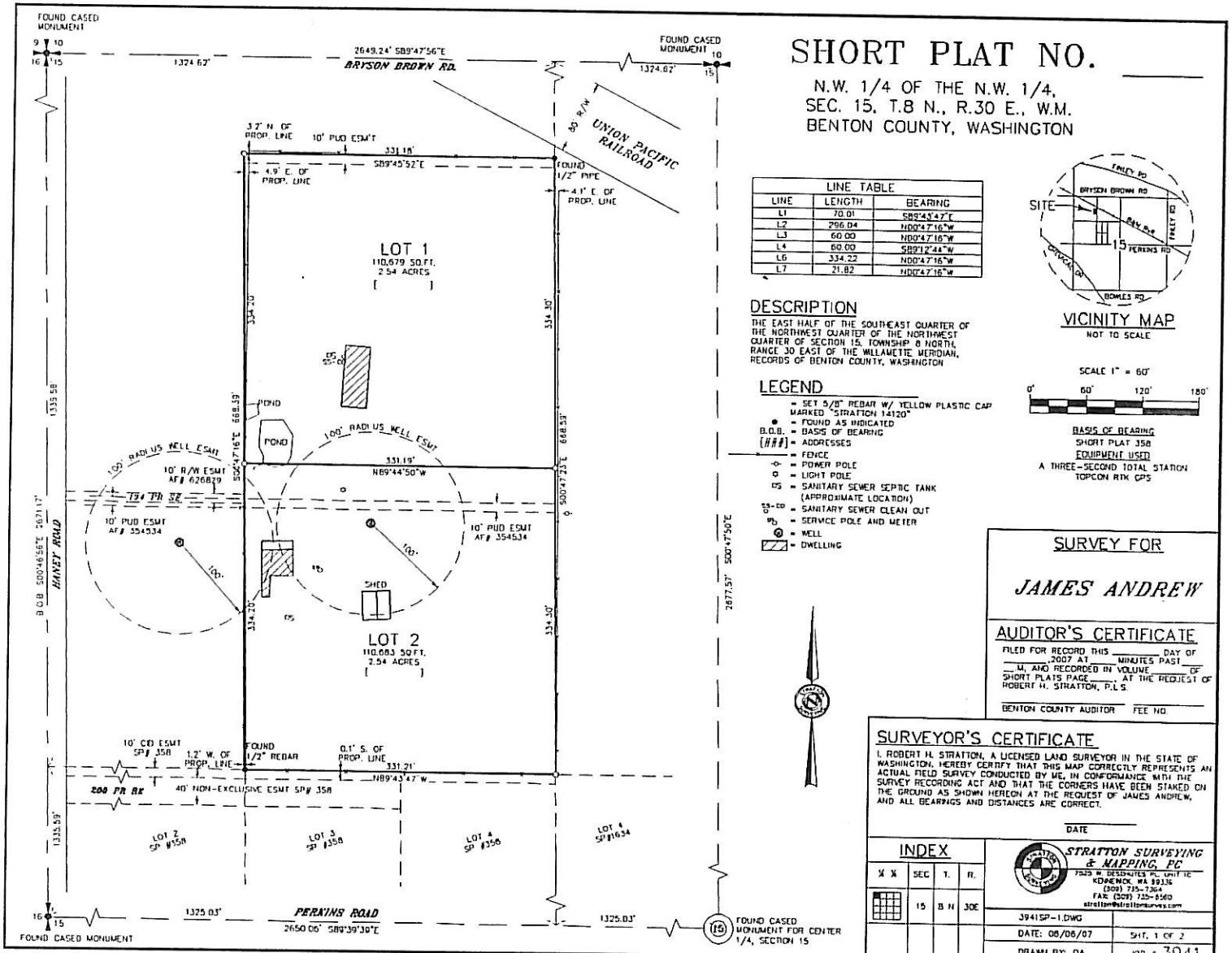


SHORT PLAT NO. ____

N.W. 1/4 OF THE N.W. 1/4,
SEC. 15, T.8 N., R.30 E., W.M.
BENTON COUNTY, WASHINGTON

LINE TABLE		
LINE	LENGTH	BEARING
L1	70.01	S89°43'47"E
L2	296.04	N00°47'16"W
L3	60.00	N00°47'16"W
L4	60.00	S89°12'44"W
L5	334.22	N00°47'16"W
L6	21.82	N00°47'16"W

DESCRIPTION

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN, RECORDS OF BENTON COUNTY, WASHINGTON

LEGEND

- = SET 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- = FOUND AS INDICATED
- B.O.B. = BASIS OF BEARING
- (####) = ADDRESSES
- = FENCE
- = POWER POLE
- = LIGHT POLE
- OS = SANITARY SEWER SEPTIC TANK (APPROXIMATE LOCATION)
- = SANITARY SEWER CLEAN OUT
- = SERVICE POLE AND METER
- = WELL
- = DWELLING

VICINITY MAP
NOT TO SCALE

SCALE 1" = 60'
0' 60' 120' 180'

BASIS OF BEARING
SHORT PLAT 358

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
TOPCON RTK GPS

SURVEY FOR

JAMES ANDREW

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF ____, 2007 AT ____ MINUTES PAST ____ M. AND RECORDED IN VOLUME ____ OF SHORT PLATS PAGE ____, AT THE REQUEST OF ROBERT H. STRATTON, P.L.S.

BENTON COUNTY AUDITOR FEE NO.

SURVEYOR'S CERTIFICATE

I, ROBERT H. STRATTON, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED BY ME, IN CONFORMANCE WITH THE SURVEY RECORDING ACT AND THAT THE CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON AT THE REQUEST OF JAMES ANDREW, AND ALL BEARINGS AND DISTANCES ARE CORRECT.

DATE

INDEX

¼ ¼	SEC	T.	R.
	15	8 N	30E

STRATTON SURVEYING & MAPPING, PC
7525 W. DESERTAIRE PL. UNIT 1E
KENNEWICK, WA 99336
(509) 735-7364
FAX (509) 735-8560
stratton@strattonsurveys.com

3941SP-1.DWG	
DATE: 08/06/07	SHT. 1 OF 2
DRAWN BY: DA	JOB # 3941

SHORT PLAT NO. ____

N.W. 1/4 OF THE N.W.1/4, SEC. 15, T.8 N., R.30 E., W.M.
BENTON COUNTY, WASHINGTON

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES AS SHOWN THEREON.

JAMES W. ANDREW DARLINE L. ANDREW

ACKNOWLEDGMENT

STATE OF ____
COUNTY OF ____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAMES W. ANDREW AND DARLINE L. ANDREW, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

NOTARY PUBLIC MY APPOINTMENT EXPIRES DATE

IRRIGATION

THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE COLUMBIA IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHT-OF-WAY SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE THE LOTS LOCATED WITHIN THIS SHORT PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT, AND THAT ALL OTHER IRRIGATION DISTRICT REQUIREMENTS AS SPECIFIED BY RCW 58.17.310 HAVE BEEN PAID THROUGH THE YEAR 20__ A.D., AND HAS BEEN INSTALLED

COLUMBIA IRRIGATION DISTRICT DATE

HEALTH DEPARTMENT

1. LIMITED SOILS TESTING OF THE LOTS IN THIS SHORT PLAT HAVE REVEALED A TYPE 1A SOIL CONDITION. ANY ON-SITE SEWAGE DISPOSAL SYSTEM TO BE PERMITTED ON THESE LOTS MUST MEET TREATMENT STANDARD 2. THE BENTON-FRANKLIN HEALTH DEPARTMENT SHOULD BE CONTACTED FOR FURTHER INFORMATION.

APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, WASHINGTON

BENTON COUNTY SHORT PLAT ADMINISTRATOR DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR_____ (PARCEL # 115802000015000)

TREASURER, BENTON COUNTY DATE

NOTE

1. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS, AND MAINTENANCE BY SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS, AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE, AND ANY OTHER DEFINED UTILITIES, TO AND OR THROUGH SAID TRACT.

2. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE SHORT PLAT IS DETERMINED.

3. BENTON COUNTY IS NOT RESPONSIBLE FOR CONSTRUCTION AND/OR MAINTENANCE OF ANY PRIVATE ROAD EASEMENTS.

4. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050 REGARDING PUBLIC GROUND WATER. THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING: (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT; (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050; OR (C) A WRITTEN APPROVAL OF THE WASHINGTON STATE BOARD OF HEALTH THAT A GROUP (A) OR GROUP (B) PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.

5. ALL STRUCTURES MUST BE AT LEAST 25' BACK FROM ALL PRIVATE ROAD EASEMENTS.

6. NO BUILDING OR F.A.S. OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE PRIVATE ROAD EASEMENT HAS BEEN IMPROVED FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED, TO THE STANDARD PROVIDED IN B.C.C. 3.18.

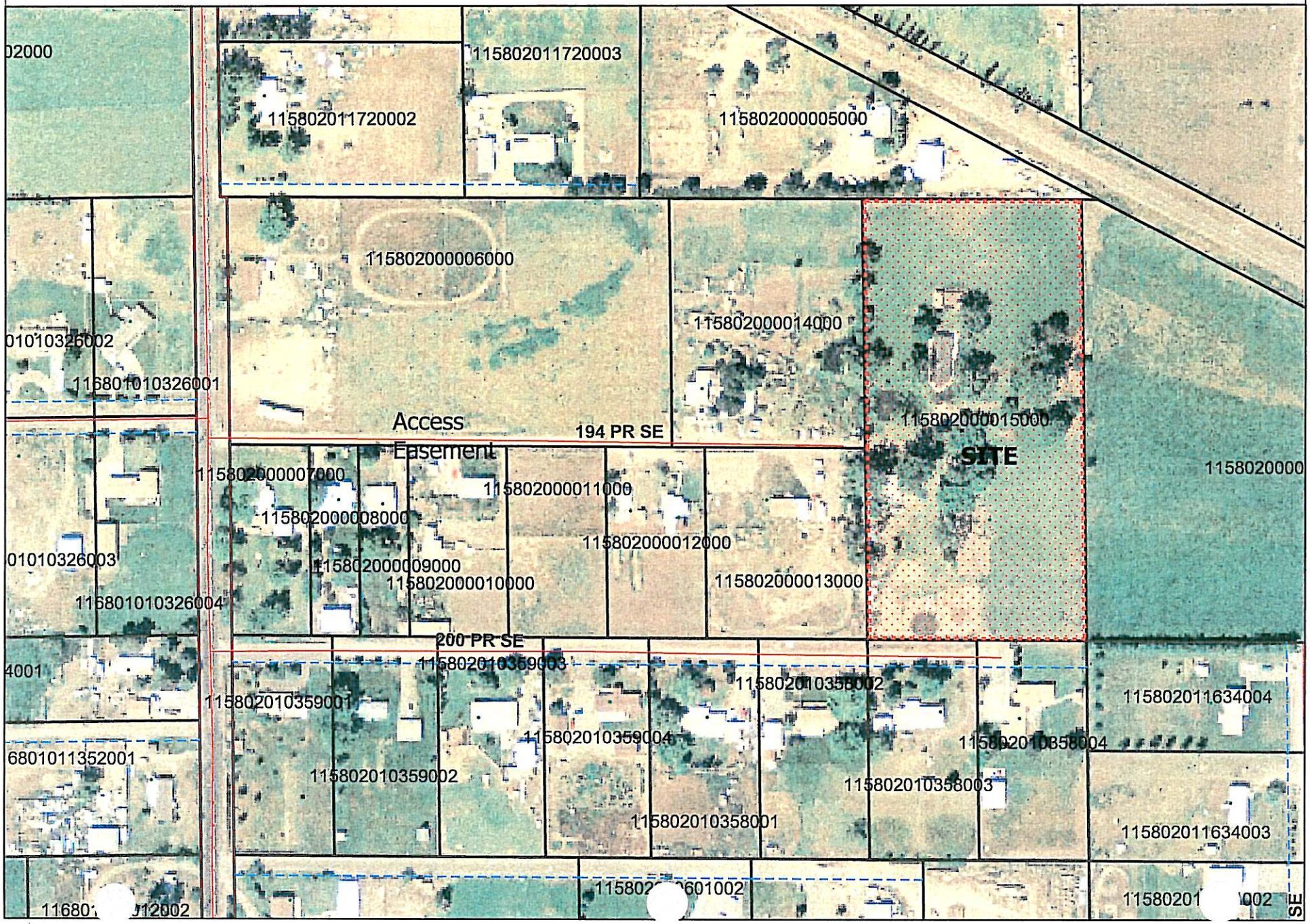
SURVEY FOR	AUDITOR'S CERTIFICATE	STRATTON SURVEYING & MAPPING, PC
JAMES ANDREW	FILED FOR RECORD THIS ____ DAY OF ____, 2007 AT ____ MINUTES PAST ____ M. AND RECORDED IN VOLUME ____ OF SHORT PLATS PAGE ____ AT THE REQUEST OF ROBERT H. STRATTON, P.L.S. BENTON COUNTY AUDITOR FEE NO.	3941SP-12INC DATE: 08/08/07 SHT 2 OF 2 DRAWN BY: DA JOB # 3941

RJ Lott - 3941SP1.pdf

BENTON COUNTY
PLANNING DEPARTMENT

SHORT PLAT APPEAL SHPA 08-02
Scale: N/A
Date Printed: 3/10/08

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 agents thereof to the contrary is void and ultra vires. The information shown herein is a preliminary product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Roth*Coleman
Attorneys & Counselors

RECEIVED
FEB 14 2008
BENTON COUNTY
COMMISSIONERS

RECEIVED
FEB 15 2008
PLANNING DEPARTMENT

SHPA 08-02

February 14, 2008

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

RE: Appeal of Short Plat File No. SHP 07-109

Dear Commissioners:

On February 1, 2008, the Planning Department issued its determination to reject SHP 07-109 due to the private road easement from Haney Road to the west end of the Short Plat does not conform to the requirements of BCC 9.04.034 to have an 40 foot access easement exclusive of utility easements.

Currently Mr. Andrews property is serviced by a 10' easement granted under Auditor's File number 628829. However, as can be seen from the attached photographs, the actual access road is about 24 feet in width. Given the length of time that the road has been in place and in use, a strong argument can be made that the access easement has been expanded to about 24 feet by adverse possession, and/or prescription.

The access road runs east/west. Parcels owned by James Daniels, Mary Flores, David and Sharee Morrow, Mary and Susan Jones, Laurence Corgatelli, and the Krester Trust border the south side of PR 194. An expansion of the access easement to the south is not possible due to the presence of power lines. However, only Flores, Morrow, Jones, and Corgatelli utilize PR 194 for access. It does not appear that these parcels, under the new short plat regime will be able to short plat the existing lots. Kretzer has separate access apart from PR 194.

On the north side of PR 194 there are 2 parcels (aside from Andrews): Hickman, which borders the Andrews property, and Shoemaker. Shoemaker has separate access from Haney Road.

It therefore appears that PR 194 is burdened by 7 lots. Of the 7 lots utilizing PR 194, none, with the exception of Andrews, appear to be able to be short platted in the future.

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The SHP 07-109 would create only 1 additional lot to burden the access easement. Therefore, it does not appear that by approving the short plat there is a risk of additional traffic load.

Because of the presence of the power line easement and power poles on the south side of PR 194, the only possible expansion of the access easement is to the north across the Shoemaker and Hickman properties. Mr. Hickman has indicated that he is not willing to grant Mr. Andrews an additional 20 or so feet of easement. Mr. Andrews believes that the Shoemakers are willing to grant the additional easement, but without Mr. Hickman's cooperation, Mr. Andrews will still be unable to meet the statutory 40' access easement requirement.

There are no alternate routes into Mr. Andrews property. He has approached the people controlling 200 PR SE. Because it is a private road, he has no legal ingress/egress rights. It appears there is little chance of being granted the access needed via 200 PR SE.

It is Mr. Andrews experience that emergency vehicles, the primary purpose for requiring the 40' access easement have not had any problems with the current access. Mr. Andrews is willing to provide what ever turn around is required by the County.

We therefore respectfully request that the Commissioners grant Mr. Andrews appeal, and allow SHP 07-109 to proceed without the statutorily required 40' access easement.

Very truly yours,

Timothy M. Coleman
Attorney at Law
tim@rothcoleman.com

Enclosures
CC: Client

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Benton County Planning/Building Department

Terry A. Marden, Director

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February 1, 2008

Timothy Coleman
Roth Coleman Attorneys At Law
8846 Gage Blvd. #204-A
Kennewick WA 99336

RE: Appeal of Short Plat File No SHP 07-109

Dear Sirs:

This office has received your letter dated January 21, 2008 requesting a final determination on Mr. Andrew's application in order to appeal to the Board of County Commissioners. In reviewing the file it is noted that the proposed short plat by Mr. Andrew will be served be a recorded access easement of only 10 feet in width. This recorded easement appears to be serving at least nine parcels with the potential of serving eleven. Per Benton County Code 9.04.034 the minimum design widths for private access to lots shall be as follows: (a) serving one or two lots - 20 feet, (b) serving three or four lots - 30 feet. The County's approval of short plats serving more that four lots require a 40 foot private access easement exclusive of utility easements. As indicated in Mr. Lott's letter dated October 15, 2007, item # 5 requires that the private road easement 194 PR SE be at least 40 feet in width, not including other easements, from Haney Road to the west end of the short plat.

Benton County Code 3.18.045 provides criteria for minimum turnarounds for vehicle traffic and also requires that a minimum cleared vehicle driveway or private roadway width be at least 20 feet, graded, compacted, and with 2 inches of base course crushed surface in accordance with the specification set forth in "Standard Specifications for Road, Bridges and Municipal Construction" published by the Washington State Dept. of Transportation as now in effect or as hereafter amended. This code is provided for the protection of the residents and inhabitants in Benton County against the dangers of fire due in part to the inadequacy of roads for fire and emergency vehicles.

As you can see by the two codes the existing ten foot private road easement under Auditor's Fee Number 626829 does not meet the minimum criteria for even two parcels let along nine to eleven. Therefore I have no alternative but to concur with the letter

dated October 15, 2007 from R.J. Lott requiring that a 40 foot private road easement be provided to serve this short plat.

As indicated in your letter dated January 21, 2008, you wish to appeal this decision to the Board of County Commissioners. After reviewing this letter, if you still wish to appeal, you may submit a letter appealing my determination to the Board of County Commissioners within fourteen (14) days from the date of this letter. In that letter you need to explain the process that you went through to try to obtain the additional easement and how much additional easement you were able to obtain, if any. Also you will need to discuss any alternative location to provide the legal access to this property from a different location or easement such as 200 PR SE that may be available to you. The letter of appeal should also indicate how Mr. Andrews will be able comply with BCC 3.18.045 if the Board of County Commissioners were to grant an appeal. At this time we are returning the $100.00 check for the appeal fee to you and you will need to resubmit the fee along with an appeal letter as mentioned above.

If you have any questions regarding this matter please do not hesitate to contact Mr. R.J. Lott from our office at 736-3086.

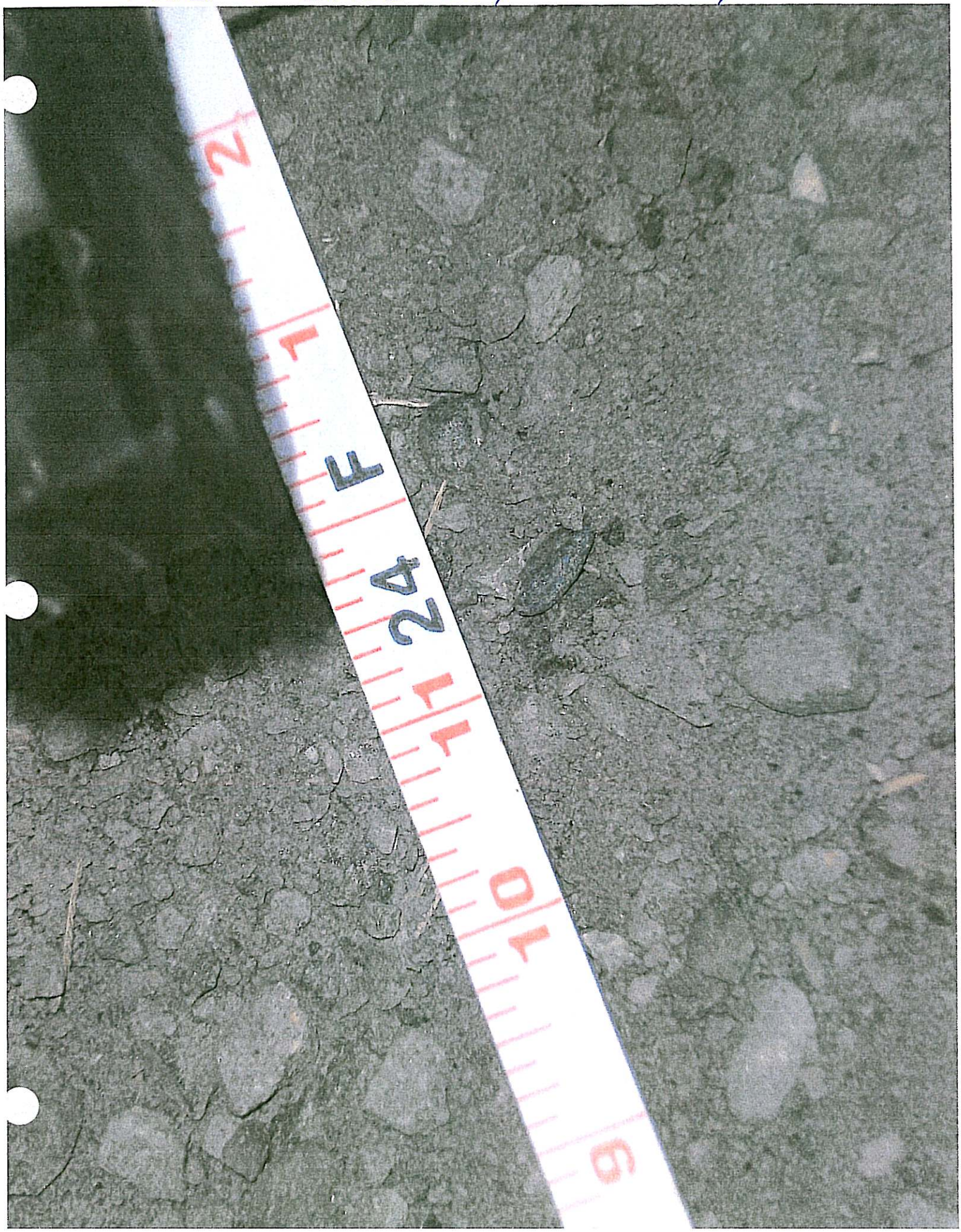
Sincerely,

TERRY A. MARDEN, Director
PLANNING/BUILDING DEPT.

CC: James Andrew

23' - 24'
10
24'
HAWES RD

End of Drive way off Haney Rd.



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Entry to James Andrews Place.

From Larry Hickman

Across from Larry Hickman.

Front of David Marrow

212903
Tri-City Herald

9:35 am

PIERT ROAD

Status Report – R Dunfee

9:50 am

Discussion & Decision on Facilities Storage Needs

Commissioners