

March 23, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
March 16, 2009, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Treasurer Duane Davidson; District Court Administrator Jacki Lahtinen; Dixie Jameson, District Court; Steve Becken and Sue Schuetze, Public Works; Deputy Auditor Brenda Chilton; Bryan Perry; Public Works Director Ross Dunfee; DPA Ryan Brown; DPA Sarah Perry.

Approval of Minutes

The Minutes of February 26, March 2, and March 4, 2009 were approved.

Review Agenda

Chairman Benitz requested item "g" (Line Item Transfer) be pulled.

Consent Agenda

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

Auditor

- a. Line Item Transfer, Fund No. 0111-101, Dept. 000
- b. Service Agreement w/Office of the Secretary of State – Election Management/Voter Registration System
- c. Interlocal Agreement w/Office of Secretary of State for Document Prep & Imaging Srvcs

Commissioners

- d. Letter to Benton-Franklin Health District
- e. Second Amendment to Lease Agreement w/BF Health District

- f. Appointment of Designation of Associate Development Organization w/Dept of Community, Trade & Economic Development

Juvenile

- h. Termination of Personal Services Contract w/A Campbell
- i. Approval of Emergency Work w/Western States Equipment
- j. Contract w/City of Benton City for Graffiti Abatement Program

Personnel

- k. Appointments and Designations to the Washington Counties Risk Pool

Prosecuting Attorney

- l. Denial of Claim CC 09-02

Road/Engineer

- m. Public Hearing Authorization for City of Kennewick Franchise Application
- n. Public Hearing Authorization for US Department of Energy Franchise Application
- o. Purchase Authorization for Refined Petroleum Products – Bulk Diesel Fuel
- p. Certification of Road Fund Expenditures for Traffic Law Enforcement 2008
- q. Certification of Road Fund Expenditures for Fish Passage Barrier Removal 2008
- r. Approval of Annual Certification for 2008

Sheriff

- s. Contract Amendment w/Bergstrom Aircraft, Inc. for Aircraft Services
- t. Authorization to Purchase from Zep, Inc. for Cleaning Services
- u. Authorization to Purchase from Blumenthal Uniform Co. for Uniforms & Accessories
- v. Authorization to Purchase from Uniforms Manufacturing, Inc. for Inmate Clothing
- w. Authorization to Purchase from Bob Barker Company, Inc. for Inmate Linen & Footware
- x. Authorization to Purchase from Northwest Marine & Sport, LLC Two Boat Engines

Consent Agenda Item “g”

MOTION: Commissioner Bowman moved to approve Line Item Transfer, Fund No. 0305-101, Capital Projects Fund in the amount of \$13,000. Commissioner Beaver seconded and upon vote, the motion carried with Chairman Benitz opposing.

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

CRID #20 Update

David Sparks and Steve Becken discussed some new alternatives for CRID #20. Mr. Becken said that Mr. Wisner had requested the limits of construction for the roads within the CRID be scaled down to the railroad crossing only, at an estimated cost of \$480,815. Additionally, that Mr. Wisner would construct the interior roads of the originally proposed CRID with the County paying its share of the roadway adjacent to the lot owned by the County.

The estimated cost of the roadway adjacent to County property was \$145,350 and the County's portion would be half (\$72,675).

Mr. Becken said the petition method for forming the CRID could no longer be used with the railroad crossing only. Mr. Becken stated the following options were available for the Board:

1. Utilizing the CRID method to construct the railroad crossing would require the Board to form the district by resolution and each landowner would be required to vote on the formation. Each landowner would have one vote per dollar of assessment and a simple majority would determine whether or not the district was formed.
2. The County could determine the crossing was a public necessity and would be paid for by the County from County road funds when they became available.

The Board agreed to have Mr. Becken research the steps necessary to declare CRID #20 as null and void and bring back information regarding funding sources for the County to pay for the railroad crossing.

Interlocal Agreement and Bylaws for Greater Columbia Behavioral Health (RSN)

Chairman Benitz presented a draft Interlocal Agreement for the reformation of the RSN that provided for County Commissioners to sit on the Board.

Commissioner Bowman said he believed it was important to have elected officials making decisions for the RSN. Additionally, he asked about tribal involvement. Chairman Benitz said the tribal nation had responded that they did not want to participate.

The Board made suggested changes and Chairman Benitz said he would bring back a final draft once all comments had been added.

Bond Rating Upgrade

Chairman Benitz said that Jack McLaughlin stated Benton County was in a good position to get a bond rating upgrade and suggested the County send a group to San Francisco to meet with bond agencies.

MOTION: Commissioner Beaver moved to approve that Benton County send a group to San Francisco to research the bond rating upgrade. Commissioner Bowman seconded and upon vote, the motion carried.

Health District Building Appraisal

David Sparks proposed the Board sign a contract with Chamberlain & Associates in the amount of \$4,000.00 to complete an appraisal on the Health District Building on Canal Drive.

MOTION: Commissioner Beaver moved to approve the Board sign a contract with Chamberlain & Associates. Commissioner Bowman seconded and upon vote, the motion carried.

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

Executive Session – Claim for Damages

The Board went into executive session at 9:35 a.m. with DPA Ryan Brown and Melina Wenner for approximately 10 minutes to discuss a claim for damages. Also present were David Sparks, Cami McKenzie, Steve Becken, Ross Dunfee, Loretta Smith Kelty, and Bryan Perry. The Board came out of executive session at 9:38 a.m. The Board went back into executive session for approximately two additional minutes.

The Board came out of executive session at 9:42 a.m. Mr. Brown stated the Board discussed the claim for damages but no action was taken.

The Board briefly recessed, reconvening at 9:45 a.m.

Executive Session – Pending Litigation

The Board went into executive session with DPA Ryan Brown at 9:45 a.m. for approximately 20 minutes to discuss pending litigation. Also present were David Sparks and Cami McKenzie.

The Board came out of executive session at 9:54 a.m. Mr. Brown announced that no decisions were made but direction was given.

The Board briefly recessed, reconvening at 10:05 a.m.

800 MHz Funding

Richland Police Chief Corsi, Dispatch Manager Jim Barber, and City Manager Bob Hammond came before the Board to discuss the 800 MHz funding.

Chief Corsi gave the background and history of the BCES's decision to purchase the 800 MHz radios and the letters of commitment to participate in the funding by Benton County, Richland and Kennewick.

Commissioner Bowman discussed his concern about what or who was driving the changes and his dissatisfaction about being required to upgrade by the manufacturers. He questioned who made the assurances this new program would last up to 15 years and wanted to know if the County could get an agreement with the manufacturers to standardize the process to make it last a certain period of time before the manufacturers decided it had to be upgraded.

Commissioner Beaver said he understood Commissioner Bowman's concern, however, government could not slow down technology and the County had a responsibility to make sure the Emergency Services process worked for the citizens of Benton County.

Chairman Benitz said the County sent a letter asking five questions concerning Benton County's commitment in the amount of \$2 million and he requested the questions be answered in writing.

Bob Hammond said the executive board was amenable to answering the questions. Additionally, they believed there was a commitment in place and just wanted to know how to move forward with securing the funding.

Historical Preservation Fund

Duane Davidson said the Advisory Committee reviewed applications for funding requests and made recommendation for funding the following projects:

- White Bluffs Quilt Museum, \$15,000.00
- White Bluffs Quilt Museum, \$1,174.00.00
- East Benton County Historical Society, \$2,838.31
- East Benton County Historical Society, \$2,890.16
- Benton County Historical Museum, \$11,784.54
- CREHST, \$1,000.00

Mr. Davidson said he would present resolutions for disbursement and line item transfer at the next board meeting.

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

Other Business

District Court Judge Appointment

Mr. Sparks said the interview panel had made its selection of the following finalists for the Board to interview: Ryan Brown, Joe Burrows, and Katie Butler. Mr. Sparks said the interviews would be scheduled at 1:30 p.m. on March 23, 2009 during the regular board meeting.

Unscheduled Visitors

David Darnell, via videoconference discussed the following issues with the Board:

1. Update on ordinance to restrict tractor/trailer use in South Finley.
2. Access to Hover Park for disabled veterans.

Chairman Benitz stated that Mr. Fyall would respond to Mr. Darnell about access to Hover Park and the Board was currently working on an ordinance and would notify Mr. Darnell when it was ready to go to public hearing.

Executive Session – Review Performance of Public Employee

The Board went into executive session at 10:50 a.m. with DPA Sarah Perry and DPA Ryan Brown for approximately 30 minutes to discuss the performance of a public employee. The Board came out at 11:20 a.m. and announced it needed an additional 10 minutes. The Board

came out of executive session at 11:34 a.m. Ms. Perry announced that no decisions were made, but direction was given.

Other Business

Reports

Commissioner Bowman provided written information and gave brief reports on NACO, a transportation report, transit funding, state gas tax money report, APTA program, and WSAC legislation. He discussed his concern that Benton County did not have representation for certain legislation and wanted to look at addressing the issue.

Commissioner Beaver said he would be in favor of looking at something in relation to the overall economic development strategy.

Claim for Damages

CC 09-04: Received on March 3, 2009 from Sheryl Vantine for damage to road during construction

CC 09-05: Received on March 4, 2009 from Barbara Patterson-Skeen for damages to her vehicle and personal damages.

Vouchers

Check Date: 03/05/2009
Taxes # 10109031-10109033
Warrant #: 919611-919650
Total all funds: \$1,902,581.09

Check Date: 03/05/2009
Warrant #: 222506-222667
Direct Deposit #43197-43758
Total all funds: \$1,976,322.20

Check Date: 03/13/2009
Warrant #: 919830-920172
Total all funds: \$9,672.90

Check Date: 03/13/2009
Warrant #: 920173-920493
Total all funds: \$1,476,066.32

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

Resolutions

- 09-163 Line Item Transfer, Fund No. 0111-101, Dept. 000
- 09-164 Service Agreement w/Office of the Secretary of State – Election Management/Voter Registration System
- 09-165 Interlocal Agreement w/Office of Secretary of State for Document Prep & Imaging Srvcs
- 09-166 Second Amendment to Lease Agreement w/BF Health District
- 09-167 Termination of Personal Services Contract w/A Campbell
- 09-168 Approval of Emergency Work w/Western States Equipment
- 09-169 Contract w/City of Benton City for Graffiti Abatement Program
- 09-170 Appointments and Designations to the Washington Counties Risk Pool
- 09-171 Denial of Claim CC 09-02
- 09-172 Public Hearing Authorization for City of Kennewick Franchise Application
- 09-173 Public Hearing Authorization for US Department of Energy Franchise Application
- 09-174 Purchase Authorization for Refined Petroleum Products – Bulk Diesel Fuel
- 09-175 Certification of Road Fund Expenditures for Traffic Law Enforcement 2008
- 09-176 Certification of Road Fund Expenditures for Fish Passage Barrier Removal 2008
- 09-177 Approval of Annual Certification for 2008
- 09-178 Contract Amendment w/Bergstrom Aircraft, Inc. for Aircraft Services
- 09-179 Authorization to Purchase from Zep, Inc. for Cleaning Services
- 09-180 Authorization to Purchase from Blumenthal Uniform Co. for Uniforms & Accessories
- 09-181 Authorization to Purchase from Uniforms Manufacturing, Inc. for Inmate Clothing
- 09-182 Authorization to Purchase from Bob Barker Company, Inc. for Inmate Linen & Footware
- 09-183 Authorization to Purchase from Northwest Marine & Sport, LLC Two Boat Engines
- 09-184 Transfer of Funds, Capital Projects Fund, \$13,000

There being no further business before the Board, the meeting adjourned at approximately 11:58 a.m.

Clerk of the Board

Chairman

RESOLUTION

CG COPY

a

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
AUDITOR'S O & M FUND NUMBER 0106-101

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 _____, 2009

Chairman of the Board

Member

Member

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

Attest:

Clerk of the Board

cc: B. Chilton; Auditor; File

Chilton

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor's O & M Dept Nbr: _____
 Fund Name: Auditor's O & M Fund Nbr: 0106-101

TRANSFER FROM: Dept. TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	1905	Temporary Help	\$10,000	514.300	1925	Overtime (new)	\$10,000
TOTAL			\$10,000	TOTAL			\$10,000

Explanation:

The Clerk's office and the Auditor's office have worked out a plan to assist the Clerk's office in the archival of historical records. The work requires the knowledge of the Clerk's current office staff, rather than temporary help, and will require overtime to complete the work. The Clerk's staff overtime will be paid from the Auditor's O & M budget as the work is in the guidelines of historical document preservation. The Auditor's O & M budget does not currently have appropriated funds for overtime so it is necessary to transfer these funds.

Prepared by: B. Chilton Date: 3/23/2009

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN LEASE RENEWAL PROPOSAL,

WHEREAS, the Benton County Auditor has been leasing space for the Richland suboffice from Fred Meyer for the past five (5) years;

WHEREAS, the current lease agreement with Fred Meyer expires on May 31, 2009;

WHEREAS, the Benton County Auditor has received a proposal for a new lease at the same location for another five (5) years; and

WHEREAS, the Auditor has reviewed the lease renewal proposal and finds the proposed terms acceptable,

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the LEASE RENEWAL PROPOSAL between FRED MEYER STORES, INC. and the BENTON COUNTY AUDITOR' S OFFICE.

Dated this _____ day of March, 2009.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

What's on your list today? You'll find it at
Fred Meyer

FRED MEYER STORES · P.O. Box 42121 · Portland, OR 97242-0121 · 3800 SE 22nd Ave. · Portland, OR 97202-2999 · 503 232-8844 · <http://www.fredmeyer.com>

March 16, 2009

Ms. Brenda Chilton
Chief Deputy Auditor
Benton County Auditor's Office
620 Market Street
P.O. Box 470
Prosser, WA 99350

A rectangular stamp with the word "COPY" in a bold, sans-serif font. To the left of the word is a small square icon containing the letters "CC".

Re: Lease Renewal / Benton County Auditor / Richland Fred Meyer
Tenant Account #00286-1001

Dear Ms. Chilton:

Your lease for the business which you operate at our Richland Fred Meyer location expires on May 31, 2009. At this time, Fred Meyer is pleased to provide an opportunity for you to review a proposal for a new lease at the above location as follows:

Term:	5 years, effective June 1, 2009 through May 31, 1014	
Rent:	Year 1-2	\$12.25 psf / \$1,223.00 monthly / \$14,676.00 annually
	Year 3-4	\$12.50 psf / \$1,248.00 monthly / \$14,975.00 annually
	Year 5	\$13.00 psf / \$1,298.00 monthly / \$15,574.00 annually
Common Area:	\$3.00 psf / \$299.50 monthly / \$3,594.00 annually	
Signage:	Current Sign Program	
Utilities:	Gas:	Billed direct to Tenant by local utility provider
	Electricity:	Equal Pay of \$150.00 per month paid to Landlord
	Water/Sewer:	\$30.00 per month paid to Landlord
Taxes:	Exempt	
Permitted Use:	Office use - vehicle licensing, marriage licenses and election services.	

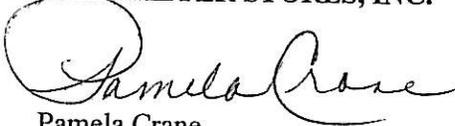
This letter is intended only as an outline of a potential transaction, and is not legally binding on the parties. Neither this letter nor any negotiations are to be relied upon by either party as a contract (express, by estoppel or otherwise), until a definitive written agreement is agreed upon and mutually executed and delivered.

Ms. Brenda Chilton
Benton County Auditor's Office
Richland Fred Meyer
March 16, 2009
Page 2

If the above proposal is acceptable to you, please sign at the bottom as acknowledged and accepted, and return the original of this letter to me. At that time, I will incorporate these agreed-upon terms in our lease format for your review and signature. This proposal will be withdrawn if we do not receive your written acceptance by **March 31, 2009**.

I welcome your call on 1-503-797-3112 should you have any questions.

Sincerely,
FRED MEYER STORES, INC.



Pamela Crane
Assistant Vice President
Property Management Department

PC:kws

cc: Beverly Stautz
Gail Penney
Joy Wright

Acknowledged and Agreed:

By: _____

Date: _____

Telephone Number: _____

Board of County Commissioners
BENTON COUNTY

Max E. Benitz, Jr., Chairman Date

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CAPITAL PROJECTS FUND NUMBER 0305-101

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 _____, 2009

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File

IVEY

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Capital Projects

Dept Nbr: 000

Fund Name: Capital Projects

Fund Nbr: 0305-101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.110	6412	Capital Outlay Buildings	\$20,000	594.200.	4103	Professional Services	\$20,000
TOTAL			\$20,000	TOTAL			\$20,000

Explanation:

Transfer to appropriate funds from Capital Outlay Buildings to Professional Services for the Animal Control Facility architectural services.

Prepared by: Linda Ivey

Date: 18-Mar-2009

Approved

Denied

Date: _____

Chairman

Member

Member

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING BARRICH INC. DOING BUSINESS AS MRP SERVICES, THE CONTRACT TO PUMP AND CLEAN THE GREASE TRAP EVERY EIGHT (8) MONTHS LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WASHINGTON

WHEREAS, Benton County has a 20,000 gallon grease trap located at Benton County Jail Facility, Kennewick, WA; and

WHEREAS, after diligent search it was found that Barrich Inc. is the only company that has the necessary permits for confined space cleaning; and

WHEREAS, Barrich Inc. provided a price quote of \$9,998.00 plus Washington State Sales tax per occurrence for pumping and cleaning the grease trap every eight (8) months; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Barrich Inc., Portland, OR to perform said service; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby awards the contract to Barrich Inc., Portland, OR in the amount not to exceed \$35,000.00 including WSST and additional maintenance; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached contract; and

BE IT FURTHER RESOLVED the attached contract commences on January 1, 2009 and expires on December 31, 2010.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Roy Rogers, R. Ozuna, MRP

Prepared by: K Mercer

**CONTRACT FOR PUBLIC WORK
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 Barrich Inc. doing business as MRP Services, a for-profit corporation organized under the laws of the State of Oregon, with its principal offices at 3333 NW 35TH BLDG C, Portland, OR 97210, (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**

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2009 and shall expire on December 31, 2010. 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 shall pump 20,000 gallons from the grease trap located at the Benton County Justice Center Corrections Facility approximately every eight (8) months. The actual date and time of the pumping shall be coordinated with the COUNTY's representative.
- b. CONTRACTOR shall hydro jet and scrape the inside of the grease trap following each pumping in such a manner as to eliminate the buildup of waste materials on the inside walls of the trap.
- c. The CONTRACTOR shall email Roy Rogers (roy.rogers@co.benton.wa.us) digital pictures of before cleaning the inside of the grease trap and after cleaning the inside of the grease trap within one (1) week following the cleaning. The digital pictures (both

before and after) shall be taken from inside the grease trap and shall consist of all the walls. Compensation shall not be paid unless and until such pictures are provided.

- d. The CONTRACTOR shall provide its own labor, materials, equipment and supplies. Unless otherwise provided for in the Contract, no material, labor, materials, equipment or supplies will be furnished by the COUNTY. CONTRACTOR specifically understands that because of the construction of the grease trap, fecal and other human waste materials may have coated the inside walls of the grease trap and that therefore the cleaning of the trap will involve working in a bio-hazardous environment. With this understanding, it is CONTRACTOR's sole responsibility to ensure that the personnel, equipment, supplies and methods utilized to clean the inside of the grease trap are certified and approved under any and all federal, state or local regulations governing the maintenance of such a contaminated location.
- e. The CONTRACTOR shall perform the work specified in the Contract according to all federal, state and local standards including OSHA and L & I standards as well as standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. 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:

Jeff Cochran Manager
PO Box 33585
Portland, OR 97292

Phone 253-274-1050
Cell 253-606-4648
Fax 253-548-9790

b. For COUNTY:

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

5. COMPENSATION

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

- a. The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$35,000.00 including Washington State Sales Tax and additional maintenance.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract. Also, no payment shall be made until CONTRACTOR submits a statement of intent to pay prevailing wages in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries. Thereafter, final payment shall not be made until an affidavit of prevailing wages paid is submitted in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, 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 shall 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. The CONTRACTOR shall also hold harmless, indemnify and defend, if applicable, the COUNTY, its officers, officials, employees and agents from and against any penalties or fines assessed by any federal, state or local governmental regulatory agency including, but not limited to: OSHA, Department of L&I, EPA, Department of Ecology, where the allegation pertains to the improper pumping or cleaning of the grease trap or disposal of waste obtained therefrom, or any violation of workplace safety standards or regulations pertaining to work conducted by CONTRACTOR pursuant to 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. **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.

- b. **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.

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.

d. **Other Insurance Provisions:**

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

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

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

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

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

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

(7) The insurance limits mandated for any insurance

coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

- (8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **Verification of Coverage and Acceptability of Insurers:**

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

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

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

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.

25. 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.

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also

hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Date: _____

Date: 3.10.09

Benton County

Barrich Inc.

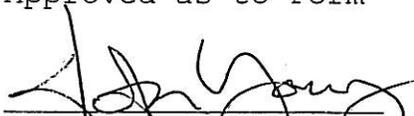
Chairman



Signature

Approved as to Form

Matt Ellison Commercial Accounts Director
Print Name & Title



Jonathan Young, Deputy
Prosecuting Attorney



• **DRAIN CLEANING • PLUMBING • PUMPING • SEWER VIDEO INSPECTION • STORM WATER MAINTENANCE •**

January 19th, 2009
Benton County Facilities
Benton County, Washington

Attn: Steve Franckowiak
Cell: 509-539-9515
RE: Exterior Grease Interceptor Maintenance every 8 months

SCOPE:

1. MRP SERVICES will provide equipment and labor to vacuum solids and liquids from exterior grease interceptor.
2. MRP technicians will make confined space entry into the tank and photograph the tank walls documenting the before condition.
3. Technicians will then scrape the inside of the tank surfaces and pressure wash.
4. Technicians will photo document the after condition of the tank.
5. All grease waste will be hauled off site to an approved disposal facility.

EXCLUSIONS:

1. Repairs or system upgrades not included in scope.
2. Hauling, sampling, or handling of hazardous wastes.
3. Remobilization due to access.

RATES:

\$ 9,998.00 plus Washington State tax per occurrence

Respectfully,

Matt Ellison
MRP SERVICES
1-800-200-0457

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2009

PRODUCER
GILBERT FERRES INS AGENCY
1445 SE 122nd Ave
Portland, OR 97233
(503)771-9180

INSURED
Barrich Inc.DBA: METRO ROOTER & PLUMBING SERVICE
PO Box 33585
Portland, OR 97292

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Mid-Century Insurance Company	AM BEST RATING A
INSURER B:	Mid-Century Insurance Company	
INSURER C:	National Union Fire Insurance Company of Pittsburgh	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR WA STOP GAP \$2 MILLION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	03505-14-16	05-07-08	05-07-10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	03505-14-17	05-07-08	05-07-10	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$	5772827	06-19-08	05-07-10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Leased/Rented	03505-14-17	05-07-08	05-07-10	WC STATUTORY LIMITS OTH-FR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Limit \$150,000 Ded. \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The County, its officers, officials, employees & agents are named as additional insureds on all required insurance policies, except for any required automobile liability policy.

CERTIFICATE HOLDER	CANCELLATION
Benton County Attn: Lisa Small PO Box 190 Prosser, Wa 99350	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

POLICY NUMBER 03505-14-16

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES
OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

Barrich Inc. DBA: MRP Services

SCHEDULE*

Name Of Person Or Organization:

Benton County its officers, officials, employees & agents

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured the Businessowners Liability Coverage Form:

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.



PO Box 33585 Portland, OR 97292 • Phone (800) 200-0457 • Fax (503) 241-6565

March 12, 2009

RE: Benton County Justice Center
Grease Trap Pumping
\$9998.00 + Tax (per occurrence)

Attention Benton County Contract Representative:
Roy Rogers
7122 W. Okanogan Pl. Bldg A
Kennewick, WA 99336
509-222-3710

With regards to the above mentioned contract, let it be documented that it is the Contractor's desire to elect in lieu of a performance bond to allow County to retain 50% of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor & Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Matt Ellison", is written over a horizontal line.

Matt Ellison, Contractor Representative
PO Box 33585
Portland, Or. 97292
1-800-200-0457

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/23/09 Subject: Rada Rabbits & Cavies 4-H Club Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop 

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Rada Rabbits & Cavies 4-H Club. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Rada Rabbits & Cavies 4-H Club to hold their annual Rabbit Show and 4-H Fundraiser in Building 3 at the Fairgrounds on April 25, 2009.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator recommends approval of the Lease Agreement with the Rada Rabbits & Cavies 4-H Club.

RECOMMENDATION

Move the Lease Agreement with the Rada Rabbits & Cavies 4-H Club be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE RADA RABBITS & CAVIES 4-H
CLUB**

WHEREAS, the Rada Rabbits & Cavies 4-H Club will provide the Benton County Fairgrounds \$790.00 to hold a Rabbit Show and Fundraiser in Building 3 at the Fairgrounds on April 25, 2009; and

WHEREAS, compensation potentially represents a greater then 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy Administrator recommends the Rada Rabbits & Cavies 4-H Club Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Rada Rabbits & Cavies 4-H Club shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Rada Rabbits & Cavies 4-H Club.

Dated this _____ day of _____ 2009.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **December 1, 2009**

LEASE AGREEMENT NUMBER: **009.09**

EVENT DATE(S): **April 25, 2009**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 3**

LESSEE: **Rada Rabbits & Cavies 4-H Club**

MAILING ADDRESS: **1308 Roberdeau St., Richland, WA 99354**

CONTACT: **Aggie Mowry, 4-H Leader**

CELLULAR PHONE: **430-4204**

TIME OF THE EVENT: **7:00 am – 4:00 pm**

TYPE OF EVENT: **Rabbit Show and Fundraiser**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO **X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Rada Rabbits & Cavies 4-H Club (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

- a. RABBIT SHOW FUND RAISER IN BUILDING 3 ON APRIL 25, 2009 FROM 7:00 AM UNTIL 4:00 PM WITH AN ESTIMATED ATTENDANCE OF 200 PEOPLE, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on April 24, 2009. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 790.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than April 9, 2009. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

5. CANCELLATION OF EVENT

- a. The parties recognize that cancellations made less than 60 days prior to the first event

date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:

1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 2. If the cancellation is made less than 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.
6. **CONCESSIONAIRES**
- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.
7. **NOVELTIES/SOUVENIRS**
- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.
8. **DAMAGE / CLEANING DEPOSIT**
- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. 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. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. 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.
9. **INSURANCE**
- a. LESSEE agrees to provide, and maintain in force through the duration of this Agreement **general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one**

person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage. Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.

- b. All insurance policies required by this section shall include move-in and move-out days, as well as the event days and shall indicate these dates on the insurance certificate.
- c. All insurance policies required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- d. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- e. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- f. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. PERMITS/LAWS

- a. 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.
- b. LESSEE shall comply with all Federal, State and local laws, ordinances, rules and regulations. LESSEE acknowledges that all buildings, premises or structures located in or upon the leased premises are considered "public buildings" for purposes of RCW Chapter 70.160 that prohibits smoking in and around public places. LESSEE shall ensure that the security personnel retained pursuant to section 11 of this agreement are specifically instructed to enforce the provisions of RCW Chapter 70.160.

11. **SECURITY**

- a. 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.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). **Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID.** Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons, LESSEE forfeits all right to recover any payments paid to date.

12. **SERVING ALCOHOL**

- a. Alcoholic beverages shall not be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. **NOISE CONTROL**

- a. Noise is considered a nuisance if it exceeds 55 decibels 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). Decibel reading will be taken at the intersection of 10th Street and Oak Street.

- b. If a reasonable complaint is received alleging excessive noise, the 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 BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. TERMINATION OR AMENDMENT

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

15. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. These indemnification obligations shall specifically include indemnification for any fines, fees, penalties or costs incurred by LESSEE during the course of the event for violations of any law, ordinance or regulation including, but not limited to, Washington's law on Smoking in Public Places, RCW Chapter 70.160. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.
- 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.

16. FAIRGROUNDS CONTACT

a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff, Farrin, Jim and/or Denise 543-0060

b. This person(s) may be contacted for the following reasons:

1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
2. In the event of malfunction of services or equipment essential to the EVENT.

c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:

1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

17. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Aggie Mowry, 4-H Leader (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Rada Rabbits & Cavies 4-H Club 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 Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

**LESSEE: Rada Rabbits & Cavies
4-H Club**

BY: _____
Chairman of the Board

BY: Agnes B. Mowry

Date: 1/17/09

Date: _____

Name: Aggie Mowry

Title: Leader

Approved as to form:

BY: Kathleen B. Helms
Civil Deputy Prosecutor

EXHIBIT A
FEEs APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES

DAMAGE/CLEANING DEPOSIT

Refundable in approximately ten (10) business days after the EVENT, only if the building and/or rented area is completely clean, all garbage in dumpster(s), and tables and chairs re-stacked.

DEPOSIT TOTAL: \$ 250.00

BUILDING(S) AND/OR AREA(S) FEES

Building # 3 \$ 540.00 X 1 Days = \$ 540.00

Includes: Move-In Day - 4/24/09

BUILDING(S)/AREA TOTAL: \$ 540.00

EQUIPMENT RENTAL FEES

Included with building rental: 35 Tables, 50 Chairs

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

Lessee will provide.

INSURANCE TOTAL: \$ 0

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

Bin Size	Number	Cost	Total
4 Yard Bin	1	Included	0

REFUSE TOTAL: \$ 0

NAME: Rada Rabbits & Cavies 4-H Club

EVENT DATE: April 25, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>540.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 790.00

RESOLUTION

f

BENTON COUNTY RESOLUTION NO. _____
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING PAYMENT TO INDIGENT DEFENSE ATTORNEY
JOSHUA LILLY FOR PROFESSIONAL SERVICES RENDERED

WHEREAS, the Benton County Office of Public Defense is statutorily obligated to provide indigent defense services to indigent defendants in Benton County District Court and has a regularly contracted panel of private attorneys to provide such services;

WHEREAS, in the last few months of 2008, caseload numbers were too high for the regularly contracted panel of private attorneys to handle

WHEREAS, at the request of the then existing Indigent Defense Coordinator, Rafael Gonzales, attorney Joshua Lilly agreed to provide legal representation to indigent clients representing the excess caseload

WHEREAS, pursuant to the agreement Benton County and Joshua Lilly executed an addendum to his regular defense panel contract whereby Joshua Lilly agreed to accept 70 additional cases beyond his case cap of 127;

WHEREAS, despite the numerical limit of 70 cases stated in the addendum, Joshua Lilly was nevertheless assigned 88 additional cases, did accept those cases and did provide the professional services necessary for proper representation in those cases;

WHEREAS, Joshua Lilly should be entitled to compensation for those cases assigned to him in excess of the 70 cases stated in the contract;

NOW THEREFORE,

BE IT RESOLVED, that payment be made to compensate attorney Joshua Lilly for professional services rendered in providing indigent defense representation on 18 cases (beyond the 70 in the contract addendum) at the rate of \$145 per case. for a total payment of \$2,610.00

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

9

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF APPROVING PAYMENT TO INDIGENT DEFENSE ATTORNEY GLORIA OCHOA FOR PROFESSIONAL SERVICES RENDERED

WHEREAS, the Benton County Office of Public Defense is statutorily obligated to provide indigent defense services to indigent defendants in Benton County District Court and has a regularly contracted panel of private attorneys to provide such services;

WHEREAS, in the last few months of 2008, caseload numbers were too high for the regularly contracted panel of private attorneys to handle

WHEREAS, at the request of the then existing Indigent Defense Coordinator, Rafael Gonzales, attorney Gloria Ochoa agreed to provide legal representation to indigent clients representing the excess caseload

WHEREAS, pursuant to the agreement Benton County and Gloria Ochoa executed a professional services agreement whereby Gloria Ochoa agreed to accept 95 cases;

WHEREAS, despite the numerical limit of 95 cases stated in the agreement, Gloria Ochoa was nevertheless assigned 129 (34 additional above the limit), did accept those excess cases and did provide the professional services necessary for proper representation in those cases;

WHEREAS, Gloria Ochoa should be entitled to compensation for those cases assigned to her in excess of the 95 cases stated in the agreement;

NOW THEREFORE,

BE IT RESOLVED, that payment be made to compensate attorney Gloria Ochoa for professional services rendered in providing indigent defense representation on 34 cases (beyond the 95 in the agreement) at the rate of \$145 per case, for a total payment of \$4,930.00.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

h

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A NEW PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY TONYA MEEHAN-CORSI TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT

WHEREAS, attorney Tonya Meehan-Corsi has an existing contract to provide indigent defense services in Benton County Superior Court;

WHEREAS, the existing agreement is in the name of "Tonya Meehan;"

WHEREAS, Tonya Meehan-Corsi desires to use her married name and therefore desires that the agreement be in the name of "Tonya Corsi;"

NOW THEREFORE,

BE IT RESOLVED, that the now existing professional services agreement between Benton County and attorney Tonya Meehan for indigent defense services in Benton County Superior Court, dated November 24, 2008 be terminated and that a new professional services agreement, identical to that which presently exists with the exception of changing the contractor's name to "Tonya Corsi," and adding a Contract # of "BCSC0710TRC002," be executed by the Board on behalf of Benton County

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACT #BCSC0710TRC002**

THIS AGREEMENT is entered into by and between Tonya Corsi (AKA Tonya Meehan), attorney at law, Washington State Bar Association #32467 ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of November 1, 2008, and shall continue thereafter through and including the 31st day of December 2010, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 150 Andrea Lane, Richland, Washington 99352. Attorney's current local office telephone and fax numbers are (509) 396-9398 and (509) 396-9398, respectively; and Attorney's current office/work e-mail address is TonyaRMeehan@yahoo.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to

maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous Benton and/or Franklin County personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her. These requirements may be reviewed with the IDC by written request.

(i) This Agreement may be subject to review pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, beginning in calendar year 2008, Attorney shall be required to obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Indigent Defense Coordinator with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the IDC with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than by the 15th day of each month during the term of this Agreement, Attorney shall provide the IDC with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.**

a. The County has entered into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County Superior Court, the Superior Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to the Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Superior Court Criminal Defense Panel member and/or a and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement.

(i) By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a non-homicide crime after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation.

(ii) By way of further example, in the event that Attorney is required by this paragraph to continue representing a person charged with a homicide or Persistent Offender matter after the termination date of this Agreement, the only compensation that Attorney would be entitled to receive as a result of such continued, post-termination representation is specified in paragraph 13 below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County Superior Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

- (i) Any civil-based matter;
- (ii) Any matter involving a represented person for whom a warrant has been issued;
- (iii) Special Sex Offender Sentencing Alternative Revocation hearings;
- (iv) Any case where personal service is not effected within thirty (30) days of the date of the notice of termination.

c. If the Agreement is to end upon its stated termination date without renewal, there are to be no new case appointments for thirty (30) days prior to the termination date, provided that notice of non-renewal is provided sixty (60) days prior to the termination date. If notice is not provided sixty days prior to the termination date, appointment of new cases shall cease thirty (30) days after notice is received.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **one hundred fifty (150) total case equivalents per calendar year** (proratable for any partial calendar year). The

date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A felony appointment shall be counted as one (1) case equivalent except Class A felonies, which shall be counted as two (2) case equivalents.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one-half (1/2) of a case equivalent.
- An appointment to represent a person in a material witness matter in a case pending in Benton County Superior Court shall count as one half (1/2) of a case equivalent.
- An appointment on a felony matter filed in Benton County Superior Court following a declination hearing in Juvenile Court shall count as one (1) case equivalent notwithstanding any prior case credit granted in Juvenile Court.
- An appointment to a case or matter returned to Benton County Superior Court from a higher court shall be counted as determined by the IDC following consultation.
- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
- Any civil contempt of court proceeding shall count as one-half (1/2) of a case credit.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior

and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the IDC may in his discretion adjust the case equivalent total after consultation.

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Benton County Superior Court of such possibility for purposes of the Superior Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and

bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Superior Court taking immediate action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney shall use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment, (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone) such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or

matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the IDC of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

12. MONTHLY COMPENSATION.

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during calendar year 2008, Attorney's monthly compensation hereunder shall be **\$6250 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **\$75,000**.

b. During calendar year 2009, Attorney's monthly compensation hereunder shall be **\$6506.25 per month**, an added 4.1 percent (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **\$78,075**.

c. During calendar year 2010, Attorney's monthly compensation hereunder shall be **\$6707.94 per month**, an added 3.1 percent (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **\$80,495.32**.

d. In addition to the stated monthly compensation, commencing in calendar year 2008, Attorney shall receive \$300 per day for each full day of trial and \$150 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. Commencing in calendar year 2009 and continuing through calendar year 2010, Attorney shall receive \$400 per day for each full day of trial and \$200 for each partial day of trial.

e. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2008, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date as well as any

amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide and Persistent Offender cases. By way of further example, if this Agreement is terminated effective November 15, 2008, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount) as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide or Persistent Offender cases.

f. Attorney acknowledges and agrees that the above-stated compensation to Attorney (exclusive of the below-described additional compensation Attorney would be entitled to receive for homicide or Persistent Offender cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total of 150 case equivalents.

13. **HOMICIDE/PERSISTENT OFFENDER CASE COMPENSATION.** Homicide and Persistent Offender cases are appointed to the Benton County Criminal Defense Panel members on a rotational basis and shall not count against caseload limitations. Attorney shall receive additional compensation for appointments to homicide and Persistent Offender cases in any degree at the rate of **\$75.00 per hour** up to a maximum aggregate amount of **\$10,000.00** per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court or its designee in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity).

a. Payment of any such additional compensation is based on time expended on the case by Attorney only. Time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the County.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide or Persistent Offender case, Attorney shall be required to submit a vendor warrant payment voucher to the Superior Court Administrator that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the County would be obligated to pay and reimburse to employees of the Benton County Superior Court under then-existing employee travel-related policies and rules.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment.

Attorney shall submit such payment vouchers to the Superior Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in the Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Benton County Superior Court or its designee appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per

claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and its elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability

insurance coverage required by this paragraph 17.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Benton County Superior Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC, who shall provide the represented person with a copy of the response within five (5) business days). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County Superior Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the IDC have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Juvenile Justice Center relating to such substitute appointment(s).

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. Should the County decide to provide indigent defense representation in the Benton County Superior Court through a county agency such as an Office of Public Defense or a similar entity that will affect the scope and number of indigent defense contracts available, the County hereby agrees to make its intentions known as soon as reasonably possible so that both the County and the Attorney can plan an appropriate transition for both sides. Upon receipt of such notice, Attorney may request transfer from contract status to employee status with no interruption in and/or transfer of existing caseload in accordance with then-existing County personnel policies.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's IDC, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the IDC on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written

certification with the court (with a copy to be provided to the Superior Court Administrator and the IDC) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide notice as soon as practically possible so that appropriate substitution for coverage of Attorney's contract can be obtained and approved. Compensation for Attorney's PSA shall be suspended during the time of active military duty and for reasonable transition time that may be requested by Attorney after return from active service. Attorney shall be entitled to resume contract duties with full compensation upon written request to the IDC within a reasonable time after return from active service.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than Benton County Superior Court, provided that, and on the

indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the IDC's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the IDC's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

27. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington. "

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable

to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be personally delivered to the County's Board of Commissioners or mailed to the County's Board of Commissioners via certified U.S. mail, postage prepaid, at the Board's following address:

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

With a mandatory complete copy of any such notices to also be provided to:

Patricia J. Austin
Benton-Franklin Counties Superior Court Administrator
7122 West Okanogan Place, Building A
Kennewick, WA 99336

Rafael A. Gonzales
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2 above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address (es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractor's based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the County has employed an IDC ("IDC") to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under indigent defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the IDC to assume and fulfill various roles and functions under this Agreement. Though the IDC will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the IDC to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Date: _____

Date: 2/27/09

BENTON COUNTY

ATTORNEY

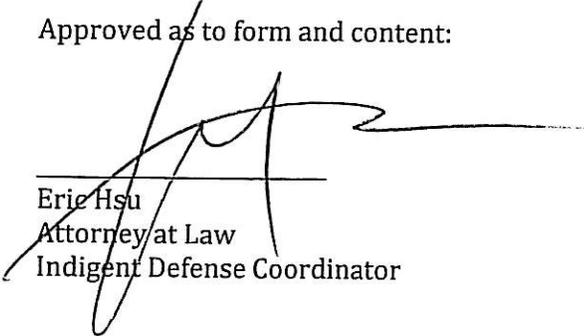
Chairman

Janice Cassi-Martin

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu
Attorney at Law
Indigent Defense Coordinator

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF APPROVING A SERVICE AGREEMENT BETWEEN BENTON & FRANKLIN COUNTIES OFFICE OF PUBLIC DEFENSE AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS FOR USE OF THE JUDICIAL INFORMATION SYSTEM'S JIS-LINK

WHEREAS, the Benton & Franklin Counties Office of Public Defense desires to enter into a service agreement with the State of Washington Administrative Office of the Courts to have access to JIS Link; and

WHEREAS, the Benton & Franklin Counties Office of Public Defense will use JIS Link to research defendants' case records and monitor defendants' requests for investigative and professional services at public expense and to assist in determining the defendants' eligibility to receive the requested services at public expense; and

WHEREAS, the Benton Franklin Counties Office of Public Defense will further use JIS Link to verify case name and numbers, court dates, and to determine the Public Defender assigned to a specific case;

WHEREAS, JIS-Link access is free of charge with this service agreement, therefore it will have no fiscal impact on either Benton or Franklin County;

NOW THEREFORE,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby approves the attached Service Agreement between Benton & Franklin Counties Office of Public Defense and the State of Washington Administrative Office of the Courts for the use of the Judicial Information System's JIS-Link and authorizes the Chairman of each Board to sign such Service Agreement.

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

State of Washington
Administrative Office of the Courts

CERTIFICATE OF ELIGIBILITY
for
CONTRACTED PUBLIC DEFENDER
ACCESS TO JIS-LINK

To Be Completed By County/Municipality/Political Subdivision Official

The undersigned hereby certifies that BENTON - FRANKLIN OFFICE OF PUBLIC DEFENSE (law firm) represents BENTON + FRANKLIN COUNTIES (county/municipality/political subdivision) in matters pertaining to COUNTY AGENCY

(check one of the following): public defense/assigned counsel prosecutor/city attorney for the period

JUNE 2007

(Date)

to

NO ENDING DATE

(Date)

- THIS IS A COUNTY DEPARTMENT

Patricia Austin
Signature

Court Administrator
Title

Patricia Austin - Superior Court
Print Name-County/Municipality/Political Subdivision Official

1/27/09
Date

SUPPLEMENTAL AGREEMENT
for
ACCESS TO JIS-LINK

To Be Completed By Law Firm Official

In addition to the provisions of the standard Service Agreement for county and city prosecuting attorneys and public defense counsel use of the Judicial Information System's JIS-Link, the undersigned hereby agrees to the following terms and conditions:

1. Any user identifications (IDs) assigned pursuant to this authorization are for use only in the course of the business of the courts. Misuse of these IDs will result in termination of service.
2. If the Subscriber intends using JIS-Link for other purposes other than for the business of the courts, they shall apply for use of JIS-Link under a separate agreement for private use by the law firm.
3. User IDs assigned will be automatically terminated at the end of the contract period noted above. In the event a contract with the county/municipality/political subdivision is renewed or extended, the Administrative Office of the Courts (AOC) must be notified in writing at least thirty (30) days prior to the current contract expiration date to ensure uninterrupted service. Such notification must include a renewed Certificate of Eligibility properly endorsed by an officer of the contracting jurisdiction(s). If notice is not received at least thirty (30) days prior to the above contract expiration date, the subscriber will be required to reapply for access to JIS-Link services.

Eric Hsu
Signature

ERIC HSU
Print Name-Law Firm Official
DEPARTMENT

INDIGENT DEFENSE COORDINATOR
Title

1/27/09
Date

State of Washington
Administrative Office of the Courts

JIS-LINK
SUBSCRIBER INFORMATION FORM

ORGANIZATION INFORMATION

BENTON & FRANKLIN COUNTIES OFFICE
OF PUBLIC DEFENSE

Organization/Firm Name

7122 W. OKANOGAN PL, BLDG A.

Street Address

PO Box

KENNEWICK, WA 99336

City/State/Zip Code

ERIC HSU

Primary JIS-Link-Site Coordinator

Judy Paxton

Alternate JIS-Link-Site Coordinator

(509) 222-3700

Telephone Number

(509) 222-3717

FAX Number

ERIC.HSU@CO.BENTON.WA.US

Internet E-Mail Address

NATURE OF BUSINESS:

(i.e., Government, Law Firm, Investigative,
Press, Law Enforcement, etc.)

GOVERNMENT AGENCY

BILLING INFORMATION:

If billings should be directed to someone other than
your JIS-Link Site Coordinator, please specify:

TECHNICAL INFORMATION

CONNECTION TYPE (Check all that apply)

Internet

DIS (Access via DIS/OAC network connection)

Other (Specify) _____

OPERATING SYSTEM

Please specify the operating system you use
on your PC (i.e., Windows, Linux, Mac)

WINDOWS (XP PRO SP2)

INTERNET BROWSER

Please specify the Internet browser and version you will be using with JIS-Link (i.e., Internet Explorer,
version 6.0; Netscape, version 6.0)

SAFARI V. 3.2.1 OR FIREFOX 2.0.0.1

**State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170**

SERVICE AGREEMENT

For

PUBLIC DEFENDER AGENCIES

Use of

**THE JUDICIAL
INFORMATION SYSTEM'S**

JIS-LINK

State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170

JIS-LINK

SERVICE AGREEMENT

This Agreement is entered into by and between the Administrative Offices of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and BENTON & FRANKLIN COUNTIES hereinafter referred to as "Subscriber." The Subscriber's address is

BENTON) FRANKLIN) 7122 W. OKANOGAN PL, BLDG A, KENNEWICK, WA 99352

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the AOC and the Subscriber agree as follows:

1. **TERM OF AGREEMENT--** The term of this Agreement is from the date of its execution by the AOC will remain in force until terminated pursuant to Paragraph 10 of this Agreement.
2. **WARRANTIES TO AOC--**The Subscriber warrants that it is a Washington State public defender agency or under contract with a local government to provide public defender services.
3. **JIS-LINK SERVICE**
 - a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
 - b. The court information that Subscriber is granted access to is set forth in the attached Exhibit A, which by this reference is hereby incorporated.
 - c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
 - d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.
4. **GRANT OF LICENSE**
 - a. Subject to the performance of the obligations under this Agreement, the AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
 - b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by the Subscriber under this Agreement are exclusive to the Subscriber and

may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
 - i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official public defense business;
 - ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;
 - iii. Access is available only to authorized employees having a cogent need for such information; and
 - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure.
- d. Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit B and by this reference is hereby incorporated.

6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

7. DISCLAIMER OF WARRANTIES

- a. The AOC provides no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to any computer programs or any information or data provided under this Agreement.
- b. The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of the Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

8. **LIMITATION OF LIABILITY**--The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an "As Is" basis and that the information and data may be subject to error or omission and correspondingly agree that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data provided or for the use of the information and data provided. Specifically:

- a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use of any information, data, or other materials provided under this Agreement.
 - b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.
 - c. The AOC shall not be liable to the Subscriber or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.
9. **INDEMNIFICATION**--The Subscriber agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.
10. **TERMINATION**
- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided.
 - b. **Termination For Cause**--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services without notice. In such event, the Subscriber shall be liable for damages as authorized by law.
11. **ASSIGNMENT**--The Subscriber may not assign this Agreement.
12. **SURVIVAL**--The provisions of Paragraphs 5, 7 and 8 of this Agreement shall survive the termination of this Agreement.
13. **SEVERABILITY**--If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
14. **WAIVER/MODIFICATION**--Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.
15. **GOVERNING LAW**--This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. ENTIRE AGREEMENT--This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.

ADMINISTRATIVE OFFICE OF
THE COURTS

SUBSCRIBER

Jeff Hall, Interim Administrator

Signature/Title CHAIRMAN, BOSTON COUNTY
BOARD OF COMMISSIONERS.

DATE: _____

DATE: _____

APPROVED AS TO FORM 2/2006
(BOSTON COUNTY)
ERIC HSU
INDIGENT DEFENSE COORDINATOR

CHAIRMAN, FRANKLIN COUNTY
BOARD OF COMMISSIONERS

DATE: _____

James Bell
APPROVED AS TO FORM
(FRANKLIN COUNTY)

AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS

1. Applications Access

Judicial Information System (JIS)
 Superior Court System (SCOMIS)
 Appellate Court System (ACORDS)

2. Case Type Security

JIS Case types Available for Access	Case Type
Courts of Limited Jurisdiction Case Types	
Civil	CV
Criminal Felony	CF
Criminal Non-Traffic	CN
Criminal Traffic	CT
Infraction Non-Traffic	IN
Parking	PR
Probable Cause	PC
Small Claim	SC
Superior Court Case Types	
Criminal	S1
Civil	S2
Domestic	S3
Probate/Guardianship	S4
Juvenile Offense	S8
Judgment	S9

3. Screen Access

JIS Screens Available for Access	Command
Address History	ADH
AKA/DBA Alias Information	AKA
Case Accounting Notes	CAN
Create AR Inquiry	CARI
Case Docket Inquiry/Update	CDK
Set Court Date	CDT
Case Financial History Accounts Receivable (ARs)	CFHA
Case Financial History Bond/Bail	CFHB
Case Financial History Disbursement	CFHD
Case Financial History Adjust	CFHJ
Case Financial History Receipt	CFHR
Case Financial History Summary	CFHS
Civil Case Filing Inquiry	CIVI
Court Name/Case Index	CNCI
Case Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH

JIS Screens Available for Access	Command
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
Hearings Held	HRH
Individual Order History	IOH
Joint And Several Inquiry	JTSI
Main Menu (with confidentiality message.)	MAM
Name Address Duplicate	NAD
Case Filing Inquiry/Update	NCC
Name Duplicate	NMD
Order Update	ORD
Order - Inquiry	ORDI
Case Participants	PAR
Parking Vehicle Ticket Inquiry	PKV
Non-Civil Plea/Sentencing	PLS
State Name/Case Index	SNCI
Additional Violations	VIO
SCOMIS Screens Available for Access	
SCOMIS Command Screen	
Search Index Screen	
Search Attorney	
Accounting Screen	
Archive Screen	
Attorney Screen	
Basic Screen	
Calendar Screen	
Charge Screen	
Docket Screen	
Name Screen	
Schedule Screen	
Sentence Screen	
Status Screen	
Summary Screen	
ACORDS Screens Available for Access	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	
Event Detail Screen	

JIS General Policy Wireless Networks Requirements

2.2.9 Wireless Networks

Because of the high risk, this policy is designed to govern the use of wireless LANs for JIS access, except for public access subscribers. A wireless LAN could circumvent the network security architecture prescribed in this section. Unless there is stringent local network security that specifically addresses wireless LANs, it is easy to install an unauthorized wireless LAN and attach it to a local network without detection. Without proper security, it is also easy for unauthorized users to connect through a wireless LAN even if it is authorized.

2.2.9.1 The AOC, at its discretion, may approve connections from personal computers on wireless networks, or on networks that include wireless segments provided the agency responsible for the wireless network certifies in writing that it has done the following:

2.2.9.1.1 Complied with AOC standards for wireless networks.

2.2.9.1.2 Establish, document, and communicate wireless access security practices within the agency.

2.2.9.1.3 Implement a program to perform an audit on a regular basis in order to locate any rogue wireless devices.

2.2.9.2 Agencies approved access from wireless networks or networks including wireless segments shall certify at least once every two years to the AOC, in writing, that they are adhering to these wireless policies and applicable AOC technical standards.

2.2.9.3 If the AOC implements a wireless network, it must comply with the requirements of this section.

2.2.9.4 Public access subscribers are not subject to policies on wireless networks.

Public access subscribers do not have access to confidential data and use SSL for encryption. In addition, public access subscribers will have to pay for any unauthorized transactions. It is up to them to control and police their networks.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACTING WITH FOWLER GENERAL CONSTRUCTION, INC FOR THE RESTROOM ADDITION TO THE CONCESSION BUILDING LOCATED AT THE HORN RAPIDS PARK

WHEREAS, as per Resolution 08-943 dated November 24, 2008, the Board of Benton County Commissioners awarded the construction of the restroom addition to the concession building located at the Horn Rapids Park to Fowler General Construction, Inc, Richland, WA in the amount of \$32,343.02 including WSST, and authorized personnel to prepare a contract for execution; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the Chairman of the Board to sign the agreement between Benton County and Fowler General Construction, Inc attached hereto.

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; Parks

j

**STANDARD SERVICE CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FOWLER GENERAL CONSTRUCTION, INC.** with its principal address at 1820 Terminal Drive, Richland, WA 99354 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- A. Exhibit A - Bid Proposal Dated November 5, 2008
- B. Exhibit B - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties, and shall be substantially complete within 120 days commencement.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to provide all labor and materials to modify existing building to add a new toilet room as shown on drawings from CWH Architects, PS; including, but not limited to all fixtures, lights, heating, plumbing, CMU and metal stud walls and finishes. The toilet is to comply with all ADA requirements and clearances. Construction is to match existing CMU, doors, roofing & interior finishes. All plumbing will tie into existing lines and septic system. Where pipes and conduits cannot be concealed in walls and ceilings, surface mounting along ceiling of existing space may be approved by the Owner. Where materials are not specifically called out as to color or material, match existing.

The Contract documents shall consist of this Contract, Exhibit A, Exhibit B, and Drawings, Specifications, and addenda (if any) attached to or incorporated by reference within this Contract.

The Contractor shall fully execute the work described in the Contract documents, except as specifically indicted in the Contract documents to be the responsibility of others.

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Fowler General Construction

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Jasen Banta, Project Manager
Fowler General Construction, Inc.
1820 Terminal Drive
Richland, WA 99354
(509) 943-2643
(509) 943-8875

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

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A. The maximum total amount payable by the COUNTY to the CONTRACTOR under this agreement shall not exceed thirty two thousand three hundred forty three dollars and two cents (\$32,343.02) including Washington State Sales Tax.

No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract together with all Exhibits thereto.

6. INVOICING

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 of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the COUNTY during the billing period. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY'S satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

10. INSURANCE

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

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

d. Other Insurance Provisions:

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

may not be written as a "claims made" policy.

- 9) Verification of Coverage and Acceptability of Insurers:
All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within then (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Loretta Smith Kelty, Deputy County Administrator
Benton County
PO Box 190
Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR agrees to 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 Contract.

12. TERMINATION

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Fowler General Construction

and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

14. NONDISCRIMINATION

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

15. DISPUTES

Disputes over the CONTRACTOR'S performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

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

20. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

21. PUBLIC RECORDS ACT

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

causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

22. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance; compliance with laws; litigation hold; and the Public Records Act.

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

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

BENTON COUNTY

FOWLER GENERAL CONSTRUCTION

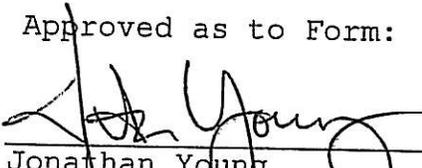
Max Benitz Jr., Chairman
Benton County Commissioner

John Payne, President

Dated: _____

Dated: _____

Approved as to Form:



Jonathan Young
Deputy Prosecuting Attorney

Exhibit A



Mr. Roy Rogers
Benton County
7122 W. Okanogan Pl, Bldg A
Kennewick WA, 99336

November 5, 2008

RE: Bid - Horn Rapids Concession Toilet Addition

Dear Mr. Rogers,

Fowler General Construction proposes to perform the work identified on the September 30, 2008 drawings by CWH Architects. An allowance of \$500.00 has been included for the County Building Permit and it is understood that CWH will apply for the permit with the building department.

The lump sum price for this work including Washington State Sales Tax is \$32,343.02.

Should you have any questions or require any further information regarding this information do not hesitate to call me at (509) 308-6232 (Mobile) or 943-2643 (Office).

Seth McGary

A handwritten signature in black ink, appearing to read "Seth McGary".

Project Manager
Fowler General Construction

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PUBLIC WORKS TRUST FUND LOAN AGREEMENT FOR THE I-82 TO S.R. 397 INTERTIE - C.E. 1526 CRP

WHEREAS, by resolution dated June 7, 2004, the Board approved Public Works Trust Fund Loan Agreement Number PW-04-691-003 for funding for the I-82 to S.R. 397 Intertie project, to be constructed from the I-82 and Locust Grove Interchange to the S.R. 397 and Piert Road Intersection; and

WHEREAS, the Intertie Project has been certified complete and the final loan amount, interest rate, and local share of the loan have been adjusted and shown on the attached Project Completion Amendment; NOW THEREFORE,

BE IT RESOLVED that the Project Completion Amendment to Public Works Trust Fund Loan Agreement Number PW-04-691-003 be and hereby is approved and the Chairman is hereby authorized to execute said Amendment on behalf of Benton County.

Dated this 23rd day of March, 2009.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

RBD:BLT:dlh

**PROJECT COMPLETION AMENDMENT
PUBLIC WORKS TRUST FUND
CONSTRUCTION AND PRECONSTRUCTION LOANS
LOAN NUMBER PW-04-691-003
BETWEEN**

**THE PUBLIC WORKS BOARD
AND
BENTON COUNTY**

The purpose of this amendment is to acknowledge the project has been certified complete and the final loan amount, interest rate, and local share on Public Works Trust Fund Loan Agreement/Contract Number PW-04-691-003 have been adjusted, if necessary, as reflected below.

The Public Works Board, (or its successor) a department of the state of Washington (hereinafter referred to as the "Board") and Benton County (hereinafter referred to as the "Borrower/Contractor") agree to amend Public Works Trust Fund Loan Agreement/Contract Number PW-04-691-003 as described below.

The amount of the loan shall be \$3,250,000.00. The interest rate shall be 0.50% per annum on the outstanding balance. The Borrower/Contractor pledges to use an amount of local funds as local project share of not less than 15.0% of the total eligible portion of the project cost not funded by federal or state grants as identified in the Loan Agreement/Contract's Scope of Work.

The attachment to this amendment, Attachment I: Certified Project Completion Report, includes the following sections: Chief Executive Officer and Project Engineer or Consultant Certifications; Estimated and Actual Project Costs by Cost Category; Estimated and Actual Project Funding; Final Loan Draw and Local Match Worksheet; and Performance Measures Report (for construction loans only).

A copy of this amendment and Attachment I: Certified Project Completion Report shall be attached to and incorporated into the original agreement/contract between the Board and the Borrower/Contractor. Any reference in such agreement/contract to the "agreement" or the "contract" shall mean "agreement as currently amended" or "contract as currently amended" respectively. All other items and conditions of the original loan agreement/contract or prior amendments that are not in conflict with the current amendment shall remain in full force and effect.

In witness thereof, the Board and the Borrower/Contractor have executed this amendment as of the date and year last written below.

PUBLIC WORKS BOARD

BORROWER/CONTRACTOR

Terry Davis, Finance & Operations Manager

Signature

Date

MAX E. BENITZ, JR.

Print Name

CHAIRMAN,

BOARD OF BENTON COUNTY COMMISSIONERS

Title

APPROVED AS TO FORM ONLY

This 22nd Day of October, 2008

Rob McKenna, Attorney General

By: Signature on File

Kathryn Wyatt, Assistant Attorney General

March 23, 2009

Date

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

ATTACHMENT I: CERTIFIED PROJECT COMPLETION REPORT
PUBLIC WORKS TRUST FUND
CONSTRUCTION AND PRECONSTRUCTION LOANS

Loan Number: **PW-04-691-003**
Project Name: **I-82 To Sr397 Intertie Project**
Original or Extended Project Completion Date: **3/31/2009**

Contractor: **Benton County**
Address: **620 Market Street**
Prosser, WA 99350-0954

Chief Executive Officer Certification

The Chief Executive Officer of the Borrower/Contractor certifies that:

- To the best of his/her knowledge, the financial information and data provided in this report is true and correct as of the signature date indicated below, and no project costs listed in this report incurred more than twelve (12) months before agreement/contract execution or after the date of the project completion;
- Records supporting the information provided in this report are on file and will be made available by the Borrower/Contractor upon request;
- There are no outstanding liens against this project; and
- Attached is a copy of the formal action accepting the project as being complete (FOR PRECONSTRUCTION LOANS ONLY).

Signature of Chief Executive Officer

MAX E. BENITZ, JR.
Print Name

CHAIRMAN,
BOARD OF BENTON COUNTY COMMISSIONERS

Title

March 23, 2009
Date of Signature

Project Engineer or Consultant Certification

The Project Engineer or Consultant of the Borrower/Contractor certifies that:

- To the best of his/her knowledge, the data provided in this report is true and correct as of the signature date indicated below;
- The project was completed in accordance with the Loan Agreement/Contract's Scope of Work; and
- The project was completed on December 5, 2008
(Actual Date of Project Completion)



Signature of Project Engineer or Consultant

PUBLIC WORKS DIRECTOR/
COUNTY ENGINEER

Title

ROSS B. DUNFEE, P.E.
Print Name

March 16, 2009
Date of Signature

Section 1: Estimated and Actual Project Costs by Cost Category

COST CATEGORY	ESTIMATED COSTS	ACTUAL COSTS
Engineering Report (Preliminary Engineering)	\$0.00	\$1,500,898.81
Environmental Review	\$0.00	\$0.00
Historical Review/Cultural Review	\$0.00	\$0.00
Land/ROW Acquisition	\$965,000.00	\$1,599,249.48
Permits	\$0.00	\$0.00
Public Involvement/Information	\$0.00	\$0.00
Bid Documents (Design Engineering)	\$0.00	\$0.00
Construction	\$11,537,000.00	\$17,376,047.34
Other Fees: (Sales or Use Taxes)	\$0.00	\$0.00
Contingency: 10.00%	\$1,198,000.00	
Other:	\$0.00	\$0.00
Other: Construction Inspection	\$0.00	\$1,814,568.82
Other:	\$0.00	\$0.00
Other:	\$0.00	\$0.00
TOTAL PROJECT COST	\$13,700,000.00	\$22,290,764.45

ction 2: Estimated and Actual Project Funding

TYPE OF FUNDING	SOURCE	ESTIMATED FUNDING	ACTUAL FUNDING
Grants and Other Non-Matching Funds			
Grant #1	TIB	\$4,275,000.00	\$7,251,873.00
Grant #2	FMAC (WSDOT)	\$4,003,000.00	\$4,593,867.46
Grant #3	CERB	\$1,492,000.00	\$1,505,198.52
New Grant	STPUS-REV-3403(003)		\$929,520.52
Total Grants and Other Non-Matching Funds		\$9,770,000.00	\$14,280,459.50
Loans			
<i>This Loan Request</i>	<i>Public Works Board</i>	<i>\$3,250,000.00</i>	<i>\$3,250,000.00</i>
Other Loan #1		\$0.00	\$0.00
Other Loan #2		\$0.00	\$0.00
Other Loan #3		\$0.00	\$0.00
New Loan			\$0.00
New Loan			\$0.00
Total Loans		\$3,250,000.00	\$3,250,000.00
Local Revenue			
Local Revenue #1	Pilt	\$582,000.00	\$0.00
Local Revenue #2	STP/U	\$98,000.00	\$200,000.00
Local Revenue #3	Benton County Funds	\$0.00	\$4,161,987.65
New Local Revenue	City of Kennewick		\$250,000.00
Total Local Revenue		\$680,000.00	\$4,611,987.65
Other Funds			
Other Funds	Burlington Northern Santa Fe Railroad Co.	\$0.00	\$148,317.30
Interest Earned on Investment of PWTF Loan Funds			\$0.00
Total Other Funds		\$0.00	\$148,317.30
TOTAL PROJECT FUNDING		\$13,700,000.00	\$22,290,764.45

Section 3: Final Loan Draw and Local Match Worksheet

		Line
PWTF Total Loan Amount at Loan Contract Execution	\$3,250,000.00	1
Costs Incurred after Loan Contract Execution	\$22,290,764.45	2
Costs Incurred up to 12 Months before Loan Contract Execution	\$0.00	3
Total Actual Eligible Project Costs	\$22,290,764.45	4
Total Actual State and Federal Grants	\$14,280,459.50	5
Reimbursable Eligible Project Costs	\$8,010,304.95	6
Percentage of Project Reimbursed by PWTF Loan at Loan Contract Execution	85.00%	7
PWTF Share of Reimbursable Eligible Project Costs	\$6,808,759.21	8
Interest Earned on Investment of PWTF Loan Funds (should match the amount under the Actual Funding Column in Section 2)	\$0.00	9
Maximum Eligible Cost for Reimbursement by PWTF Loan	\$6,808,759.21	10
Lesser of Total Loan Amount or Maximum Eligible Cost	\$3,250,000.00	11
Lesser of Maximum Eligible Cost or Costs Incurred after Loan Execution	\$3,250,000.00	12
Total Amount of Loan Desired if Less than Eligible Cost (should match "This Loan Request" amount under the Actual Funding Column in Section 2)	\$3,250,000.00	13
PWTF Loan Total Amount Drawn to Date	\$3,087,500.00	14
Final Draw: Maximum Eligible Cost (or Total Amount of Loan Desired) less the PWTF Loan Total Amount Drawn to Date (If negative amount, a refund is required,)	\$162,500.00	15
Actual Local Share: Reimbursable Eligible Project Costs less the Sum of Interest Earned on Investment of PWTF Loan Funds and Amount of Loan	\$4,760,304.95	16
Local Share Percentage at Project Completion	59.43%	17

Current Interest Rate	New Interest Rate
0.50%	0.50%

Final Draw (or refund due from Borrower/Contractor if \$ amount on Line 15 is negative)	De-Obligation
\$162,500.00	\$0.00

Section 4: Performance Measures Report—CONSTRUCTION LOANS ONLY

Performance Measure	System	Current Measure	Proposed Measure	Amount of Change	Anticipated/Completion Date*
Improve access and mobility	Road	0	1970	1970	3/1/2009
N/A	Road				
N/A	Road				

* If the performance measure is not yet completed, this date represents the anticipated date on which the Borrower/Contractor will submit a Performance Measure Report/Update to the Public Works Board.

RESOLUTION

m

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: EMERGENCY DISASTER ASSISTANCE FUNDS FOR THE DECEMBER 2008 SEVERE WINTER STORMS EVENT; DESIGNATION OF APPLICANT'S AGENT

WHEREAS, in order to obtain Federal and/or State Emergency/Disaster Assistance funds for the December 2008 Severe Winter Storms Event, the County must designate an Agent and Alternate Agent; NOW, THEREFORE,

BE IT RESOLVED that Ross B. Dunfee, Public Works Director/County Engineer is hereby designated the representative and Larry J. Moser, Public Works Financial Administrator, is hereby designated the alternate for and in behalf of Benton County, a public agency established under the laws of the state of Washington; and

BE IT FURTHER RESOLVED, these representatives are authorized on behalf of Benton County to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements; and

BE IT FURTHER RESOLVED that the Board shall sign the Signature Authorization Form requested by the Washington State Military Department, a copy of which will be filed in the Public Works Department.

Dated this 23rd day of March, 2009.

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

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-4122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION

BENTON COUNTY, WASHINGTON

DATE SUBMITTED

PROJECT DESCRIPTION

DECEMBER 2008 SEVERE WINTER STORMS

CONTRACT NUMBER

1. AUTHORIZING AUTHORITY

SIGNATURE

PRINT OR TYPE NAME

TITLE/TERM OF OFFICE

Max E. Benitz, Jr.

Chairman, Board of County
Commissioners

Leo M. Bowman

Chairman Pro-Tem, Board of County
Commissioners

James R. Beaver

Member, Board of County
Commissioners

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE

PRINT OR TYPE NAME

TITLE

Max E. Benitz, Jr.

Chairman, Board of County
Commissioners

3. DESIGNATED APPLICANT AGENT AND ALTERNATE

SIGNATURE

PRINT OR TYPE NAME

TITLE

Ross B. Dunfee

Director of Public Works/County
Engineer

Larry J. Moser

Financial Administrator

n

Exhibit "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Benton County will be will be seal coating County roads in the Richland area as a part of the Bituminous Surface Treatment 2009 program, and

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

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

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

BE IT RESOLVED that the Interlocal Agreement by and between the City of Richland and Benton County for the Bituminous Surface Treatment 2009 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:SWB

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

**INTERLOCAL COOPERATION AGREEMENT
BITUMINOUS SURFACE TREATMENT 2009**

THIS AGREEMENT is made and entered into this ___ day of _____, 2009, by and between the City of Richland whose address is P.O. Box 190, Richland, WA 99352 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "A"**, in conjunction with Benton County's 2009 Bituminous Surface Treatment Program; and

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

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

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
 - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
 - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
 - C. The execution of the Bituminous Surface Treatment 2009 contract and administration oversight of contract implementation.

- D. The submission to the City of a certified statement setting forth all of Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
 - E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
 - F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.
2. **Responsibilities of the City of Richland:** The City shall have the following duties and responsibilities under this Agreement:
- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
 - B. Pay directly to Benton County all amounts set forth in certified statements of Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
 - C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed, patched, and power broomed prior to the bituminous surface treatment options. This work shall be completed by May 1, 2009.
 - D. City maintenance forces shall locate and cover all City monuments, manholes, water/sewer valves, and irrigation valves during the bituminous surface treatment operations for the roads listed in **Exhibit "A"**.

3. **Representation, Warranties, and Indemnities:**

- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2009 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2009 contract regardless of whether any dispute may arise with said contractor.
- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any

amounts due to the contractor under their portion of the Bituminous Surface Treatment 2009 contract regardless of whether any dispute may arise with said contractor.

- C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, Benton County shall indemnify the City for any damages recovered from the performance bond of the contractor.
4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2009.
 5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
 6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
 7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
 8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
 9. **Entire Agreement.** This Agreement, including Exhibit "A" and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
 10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the

parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

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

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

To Benton County:

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

To City of Richland:

City of Richland
P.O. Box 190
Richland, WA 99352

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

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

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

CITY OF RICHLAND,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: William K.
acting City Manager

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

Debra C Barkan
Deputy City Clerk

Clerk of the Board

Date: 2/19/09

Date: _____

Approved as to form:

Approved as to form:

Thomas O. Laysan
City Attorney

Kathleen B. Galvito
Benton County Prosecuting Attorney

Date: 2-19-09

Date: 03/17/09

Exhibit "A"

2009 Chip Seal List

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Hyde Road	Jones Road East	80	32	284	2.82	0.41
Jones Road	Hyde Road North	42	25	117	1.17	0.17
Kingston Road	100' S of Hyde Rd to 180' N of Hyde Rd	264	22	645	6.45	0.94
Columbia Park Trail	City Limits to 1,000 feet East	1,003	37	4,123	41.23	6.01
Columbia Park Trail	1,000 feet East to 1,534 feet East	534	63	3,738	37.38	5.45
Columbia Park Trail	1,534 feet East to 1,689 feet East	155	51	878	8.78	1.28
Columbia Park Trail	1,689 feet East to 2,669 feet East	980	38	4,138	41.38	6.03
Columbia Park Trail	2,669 feet East to 3,309 feet East	640	75	5,333	53.33	7.78
Columbia Park Trail	3,309 feet East to 3,669 feet East	360	51	2,040	20.40	2.98
Columbia Park Trail	3,669 feet East to 4,257 feet East	588	27	1,764	17.64	2.57
Columbia Park Trail	4,257 feet East to 4,362 feet East	105	37	432	4.32	0.63
Columbia Park Trail	4,362 feet East to 6,932 feet East	2,570	39	11,137	111.37	16.28
Columbia Park Trail	6,932 feet East to 7,244 feet East	312	61	2,115	21.15	3.09

Exhibit "B"

CERTIFICATION

I, Debra C. Barham, duly appointed Chief Deputy Clerk of the City of Richland, Washington, do hereby certify that the following is a true and correct excerpt of the Minutes of the Richland City Council meeting held on the 17th day of February 2009 describing adoption of a motion to authorize the City Manager to sign a 2009 Interlocal Cooperation Agreement with Benton County to provide Bituminous Surface Treatment to city streets.

Dated this 18th day of February 2009.

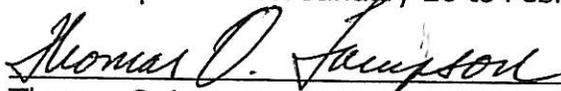


Debra C. Barham, Chief Deputy Clerk

CONSENT AGENDA

Consent Calendar: (Approved in its entirety by single roll Call vote – No Discussion)

1. Accept and Expend Funds Donated to Parks and Recreation in 2009 for Memorial Benches, Recreation Scholarships, Coffee, and Miscellaneous Recreation and Park Projects (STRONG)
2. Accept Program Income and Adjust 2009 Budgets for HOME and Community Development Block Grant Programs (KING)
3. Travel for Council Members Revell and Sullivan (JOHNSON)
4. Interlocal Agreement with Port of Kennewick for Fowler Street and Georgia Street Improvements (ROGALSKY)
5. Interlocal Agreement with Benton County for Chip Seal Paving of Certain City Streets (ROGALSKY)
6. Replace Damaged Vehicle No. 2317 with Chevrolet Colorado Pickup in Public Works Department (ROGALSKY)
7. Transfer Funds within Police Services Budget from Narcotics Seizure Fund to Investigation Operating Budget (CORSI)
8. Ordinance Establishing RMC Chapter 5.14, Sidewalk Use License (First Reading) (KING)
9. Ordinance Amending Title 9: Crime, Relating to Guns in the Parks (Passage) (LAMPSON)
10. Resolution Adjusting City Boundaries to Coincide with Lot Line Adjustment (Bauder/Wilson) (KING)
11. Expenditures: January 26 to February 6, 2009 for \$6,868,663.74 (MUSSON)



Thomas O. Lampson, City Attorney

**PROSECUTING ATTORNEY
BENTON COUNTY, WASHINGTON**

ANDY MILLER
PROSECUTING ATTORNEY

RYAN K. BROWN
CHIEF DEPUTY, CIVIL

SCOTT W. JOHNSON
CHIEF DEPUTY, CRIMINAL

TERRY J. BLOOR
CHIEF CRIMINAL DEPUTY

MARGARET AULT
ADMINISTRATOR

7122 West Okanogan Place, Bldg. A
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066
Prosser Fax

March 16, 2009

DEPUTIES
JULIE E. LONG
TIMOTHY A. SKEELS
ADRIENNE H. FARABEE
DAVID S. BROUSSARD
ANITA PETRA
JENNIFER L. JOHNSON
SARAH H. PERRY
KATHLEEN B. GALIOTO
RONALD D. BOY
MEGAN A. BREDEWEG
ARTHUR J. BIEKER
KRISTIN M. MCROBERTS
JENNY L. JOHNSON
ALEX B. JOHNSON
JONATHAN J. YOUNG
ALLISON T. HEWITT
ERIN WALLACE
CHRISTINE M. BENNETT*
*Rule 9

Mr. Bryan Flanagan
99204 E. Reata Rd., S.E.
Kennewick, WA 99338

Re: Invoice No. 006100

Dear Bryan:

As I advised you by e-mail, the Director of the Public Works Department has agreed to eliminate overtime costs from the bill for removal of your horse from the county road on December 9, 2008. I have enclosed the revised invoice in the amount of \$716.72. It is my hope that the elimination of overtime costs is a satisfactory resolution to the concerns you raised in your letter. You may remit payment directly to the Benton County Treasurer - Road Fund at P.O. Box 1001, Prosser, WA 99350.

If you have any other questions or concerns, please do not hesitate to contact me.

Sincerely,

ANDY MILLER
Prosecuting Attorney



KATHLEEN B. GALIOTO, Senior
Deputy Prosecuting Attorney

Enclosure

cc: Larry Moser, Public Works (w/o enc.)

R E S O L U T I O N



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE TRAFFIC SIGN MATERIALS 2009

WHEREAS, by resolution dated February 23, 2009, 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 Newman Traffic Signs, Jamestown, North Dakota; and

WHEREAS, the County Engineer recommends award of the contract to Newman Traffic Signs; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County with Traffic Sign Materials be awarded to Newman Traffic Signs, Jamestown, North Dakota, in the amount of \$22,060.45, plus Washington State sales tax in the amount of \$1,831.02; and

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

Dated this 23rd day of March, 2009.

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: 2009 ERR PURCHASE - TRAFFIC SIGN MATERIALS
 COUNTY: WYOMING COUNTY
 LOCATION: J OF COUNTY COMMISSIONERS
 LET BY: March 17, 2009, 10:45 a.m., Local Time
 DATE:

ITEM NO.	QTY	TYPE	DESCRIPTION	UNIT PRICE	AMOUNT												
1	40	R1-1	Stop	33.05	1,322.00	34.43	1,377.20	35.39	1,334.40	35.55	1,422.00	34.92	1,396.80	35.00	1,400.00	35.00	1,400.00
2	40	W3-1A	Stop Ahead	32.91	1,316.40	37.33	1,493.20	43.82	1,752.80	39.05	1,562.00	34.92	1,396.80	38.00	1,520.00	38.00	1,520.00
3	30	W3-1A	Stop Ahead	23.95	718.50	23.70	711.00	30.48	914.40	27.50	825.00	24.25	727.50	24.50	735.00	24.50	735.00
4	30	W10-1	Four Warning	33.05	991.50	34.83	1,044.90	35.47	1,064.10	35.55	1,066.50	34.92	1,047.60	34.50	1,035.00	34.50	1,035.00
5	10	RB-3A	No Parking	16.06	160.60	15.48	154.80	17.12	171.20	15.60	156.00	15.62	156.20	15.50	155.00	15.50	155.00
6	20	W1-1R	Primitives Road	28.22	564.40	28.03	560.60	29.78	595.60	29.05	581.00	29.10	582.00	29.00	580.00	29.00	580.00
7	30	W1-1R	Turn Right	22.86	685.80	24.19	725.70	24.82	744.60	24.70	741.00	24.25	727.50	25.00	750.00	25.00	750.00
8	30	W1-1L	Turn Left	22.86	685.80	24.19	725.70	24.82	744.60	24.70	741.00	24.25	727.50	25.00	750.00	25.00	750.00
9	20	W1-2R	Curve Right	22.86	457.20	24.19	483.80	24.82	496.40	24.70	494.00	24.25	487.50	25.00	500.00	25.00	500.00
10	20	W1-2L	Curve Left	22.86	457.20	24.19	483.80	24.82	496.40	24.70	494.00	24.25	487.50	25.00	500.00	25.00	500.00
11	10	W1-3R	Reverse RT	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
12	10	W1-3L	Reverse LT	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
13	15	W1-4L	Reverse Curve	22.86	342.90	24.19	362.85	24.82	372.30	24.70	370.50	24.25	363.75	25.00	375.00	25.00	375.00
14	40	W1-4L	Whodling RT	22.86	914.40	24.19	967.60	24.82	992.80	24.70	988.00	24.25	970.00	25.00	1,000.00	25.00	1,000.00
15	40	W1-5L	Whodling LT	22.86	914.40	24.19	967.60	24.82	992.80	24.70	988.00	24.25	970.00	25.00	1,000.00	25.00	1,000.00
16	30	W1-7	Double Arrow	38.41	1,152.30	30.66	919.80	31.77	953.10	31.00	930.00	31.00	930.00	31.00	930.00	31.00	930.00
17	60	W2-2	Side Road	22.86	1,371.60	24.19	1,451.40	24.82	1,489.20	24.70	1,482.00	24.25	1,453.50	25.00	1,500.00	25.00	1,500.00
18	20	W2-3R	Side Rd (Angle)	22.86	457.20	24.19	483.80	24.82	496.40	24.70	494.00	24.25	487.50	25.00	500.00	25.00	500.00
19	20	W2-3L	Side Rd (Angle)	22.86	457.20	24.19	483.80	24.82	496.40	24.70	494.00	24.25	487.50	25.00	500.00	25.00	500.00
20	15	W1-10R	Side Rd Curve	22.86	342.90	24.19	362.85	24.82	372.30	24.70	370.50	24.25	363.75	25.00	375.00	25.00	375.00
21	15	W1-10L	Side Rd Curve	22.86	342.90	24.19	362.85	24.82	372.30	24.70	370.50	24.25	363.75	25.00	375.00	25.00	375.00
22	10	W7-1	Hill Symbol	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
23	10	W8-2A	Pavement Aids	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
24	5	W11-B	Photo Station	22.86	114.30	24.19	120.95	24.82	124.10	24.70	123.50	24.25	121.25	25.00	125.00	25.00	125.00
25	30	W14-1	Dead End	14.84	445.20	14.84	445.20	14.84	445.20	14.84	445.20	14.84	445.20	14.84	445.20	14.84	445.20
26	10	W13-01	1 Mile	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
27	10	W11-4	Livestock	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
28	15	S5-1	School Bus	41.70	625.50	38.44	576.60	47.88	718.20	47.50	712.50	47.50	712.50	47.50	712.50	47.50	712.50
29	6	W11-7	Equestrian	22.86	228.60	24.19	241.90	24.82	248.20	24.70	247.00	24.25	242.50	25.00	250.00	25.00	250.00
30	40	Om-3L	Object Marker	12.21	488.40	11.61	464.40	12.15	486.00	11.85	474.00	11.64	465.60	13.00	520.00	13.00	520.00
31	40	Om-3R	Object Marker	12.21	488.40	11.61	464.40	12.15	486.00	11.85	474.00	11.64	465.60	13.00	520.00	13.00	520.00
32	40	W1-3	Chowen	18.77	750.80	19.25	770.00	20.21	808.40	19.75	790.00	19.40	776.00	20.50	820.00	20.50	820.00
33	10	R1-3	4-Way	4.00	40.00	4.00	40.00	4.00	40.00	4.00	40.00	4.00	40.00	4.00	40.00	4.00	40.00
34	30	W14-3	No Passing	20.15	604.50	17.44	523.20	19.81	594.30	31.25	937.50	44.92	1,347.60	41.00	1,230.00	41.00	1,230.00
Aluminum Blanks																	
35	125		Street Name Blanks *with rounded corners, no holes*	7.82	977.50	5.93	703.75	5.90	737.50	7.00	875.00	10.37	1,296.25	12.00	1,500.00	12.00	1,500.00
36	100		Street Name Blanks *with rounded corners, no holes*	4.94	494.00	4.22	422.00	4.05	405.00	5.75	575.00	4.20	420.00	10.00	1,000.00	10.00	1,000.00
37	20		Diamond Blanks	10.20	326.00	19.99	379.80	17.50	351.20	19.55	391.00	18.50	370.00	26.00	520.00	26.00	520.00
38	10		Square Blanks	16.25	162.50	16.00	160.00	17.50	175.00	18.55	185.50	18.00	180.00	20.00	200.00	20.00	200.00
39	10		Square Blanks	11.54	115.40	13.19	131.90	12.19	121.90	14.15	141.50	13.13	131.30	16.00	160.00	16.00	160.00
40	15		Diamond Blanks	45.07	676.05	53.70	805.50	30.89	463.35	33.50	502.50	62.24	933.60	48.00	720.00	48.00	720.00
41	15		Rectangular Blanks	9.39	140.85	10.55	158.25	9.75	146.25	11.65	174.75	10.50	157.50	16.00	240.00	16.00	240.00
42	20		Rectangular Blanks	11.44	228.80	8.44	168.80	7.88	157.20	9.95	199.00	15.50	311.20	15.00	300.00	15.00	300.00
TOTAL QUOTE																	
WASHINGTON STATE SALES TAX																	
TOTAL																	
Page 1 of 2																	

NEWMAN TRAFFIC SIGNS
 P O Box 1728
 Jamestown, ND 58402

ROCAL, INC.
 7000 Road 550
 Mt. OH, OH 45028-0503

CUSTOM PRODUCTS CORPORATION
 P O Box 54091
 Jackson, MS 39288-4091

LYLE SIGNS, INC.
 115 17th Street SW
 Jamestown, ND 58401

WASHINGTON STATE DEPT OF CORRECTIONS
 P O Box 41116
 Olympia, WA 98504-1116

ZUMAR INDUSTRIES, INC.
 P O Box 98443

PROJECT: ***ERR PURCHASE - TRAFFIC SIGN MATERIALS
 COUNTY: WASHINGTON COUNTY
 LOCATION: ROAD OF COUNTY COMMISSIONERS
 LET BY: March 17, 2009, 10:45 a.m., Local Time.

ITEM NO	QTY	TYPE	DESCRIPTION	SIZE	COLOR	TRAFFIC SAFETY SUPPLY CO.		CITY SIGN & BARRICADE		C. J. PLASTICS		VULCAN SIGNS		NATIONAL BARRICADE & SIGN COMPANY
						UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
1	40	R1-1	Stop	30" x 30"	W/R	39.42	1,576.80	43.80	1,752.00	63.47	2,538.80	56.50	2,260.00	
2	40	W3-1A	Stop Ahead	30" x 30"	B/Y/Y	41.92	1,676.80	45.50	1,820.00	50.25	2,010.00	60.75	2,430.00	
3	30	W3-1A	Stop Ahead	30" x 30"	B/Y/Y	28.88	866.40	32.00	960.00	39.32	1,179.60	60.75	1,822.50	
4	30	W10-1	R/R Warning	30"	B/Y	40.45	1,213.50	45.00	1,350.00	44.69	1,340.70	58.50	1,755.00	
5	10	R8-3A	No Parking	24" x 24"	B/R/W	18.52	185.20	20.50	205.00	25.23	252.30	27.00	270.00	
6	20	17-701	Primitive Road	30" x 30"	B/W	35.10	702.00	30.00	600.00	40.93	818.60	48.75	975.00	
7	30	W1-1R	Turn Right	30" x 30"	B/Y	27.38	821.40	30.50	915.00	30.32	909.60	40.63	1,218.90	
8	30	W1-1L	Turn Left	30" x 30"	B/Y	27.38	821.40	30.50	915.00	30.32	909.60	40.63	1,218.90	
9	20	W1-2R	Curve Right	30" x 30"	B/Y	27.38	547.60	30.50	610.00	30.32	786.40	40.63	812.60	
10	20	W1-2L	Curve Left	30" x 30"	B/Y	27.38	547.60	30.50	610.00	30.32	786.40	40.63	812.60	
11	10	W1-3R	Reverse RT	30" x 30"	B/Y	27.38	273.80	30.50	305.00	30.32	363.20	40.63	612.60	
12	20	W1-3L	Reverse LT	30" x 30"	B/Y	27.38	547.60	30.50	610.00	30.32	786.40	40.63	812.60	
13	15	W1-4L	Reverse Curve	30" x 30"	B/Y	27.38	410.70	30.00	450.00	30.32	589.80	40.63	612.60	
14	40	W1-4L	Winding RT	30" x 30"	B/Y	27.38	1,095.20	30.00	1,200.00	30.32	1,572.80	40.63	1,635.20	
15	40	W1-5L	Winding LT	30" x 30"	B/Y	27.38	1,095.20	30.00	1,200.00	30.32	1,572.80	40.63	1,635.20	
16	30	W1-7	Double Arrow	48" x 24"	B/Y	44.64	1,339.20	48.00	1,440.00	50.81	1,524.30	62.00	1,860.00	
17	60	W2-2	Side Road	30" x 30"	B/Y	27.38	1,642.80	30.00	1,800.00	30.32	2,389.20	40.63	2,437.80	
18	20	W2-3R	Side Rd (Angle)	30" x 30"	B/Y	27.38	547.60	30.00	600.00	30.32	786.40	40.63	812.60	
19	20	W2-3L	Side Rd (Angle)	30" x 30"	B/Y	27.38	547.60	30.00	600.00	30.32	786.40	40.63	812.60	
20	15	W1-10R	Side Rd Curve	30" x 30"	B/Y	27.38	410.70	30.00	450.00	30.32	589.80	40.63	612.60	
21	15	W1-10L	Side Rd Curve	30" x 30"	B/Y	27.38	410.70	30.00	450.00	30.32	589.80	40.63	612.60	
22	10	W7-1	Hill Symbol	30" x 30"	B/Y	27.38	273.80	30.00	300.00	30.32	363.20	40.63	406.30	
23	10	W6-3A	Pavement Ends	30" x 30"	B/Y	27.38	273.80	30.00	300.00	30.32	363.20	40.63	406.30	
24	5	W11-9	Fno Station	30" x 30"	B/Y	27.38	136.90	30.00	150.00	30.32	363.20	40.63	406.30	
25	30	W14-1	Dead End	30" x 30"	B/Y	27.38	821.40	30.00	900.00	30.32	1,179.60	40.63	1,218.90	
26	10	W13-01	Mill	24" x 18"	B/Y	13.14	131.40	14.00	140.00	19.30	193.00	10.50	105.00	
27	10	W11-4	Lineback	30" x 30"	B/Y	27.38	273.80	30.00	300.00	30.32	363.20	40.63	406.30	
28	15	S3-1	School Bus	30" x 30"	B/Y/G	50.04	750.60	57.00	855.00	59.32	889.80	40.63	609.45	
29	5	W11-7	Equestrian	30" x 30"	B/Y	27.38	136.90	30.50	305.00	30.32	363.20	40.63	406.30	
30	40	Om-3L	Object Marker	12" x 36"	B/Y	11.95	478.00	13.50	540.00	10.16	786.40	19.50	780.00	
31	40	Om-3R	Object Marker	12" x 36"	B/Y	11.95	478.00	13.50	540.00	10.16	786.40	19.50	780.00	
32	40	W1-9	Chevron	24" x 30"	B/Y	21.50	860.00	24.00	960.00	31.54	1,261.60	32.50	1,300.00	
33	10	R1-3	4-Way	12" x 6"	W/R	25.00	250.00	3.00	30.00	3.77	37.70	6.60	66.00	
34	30	W14-3	No Passing	40" x 30"	B/Y	40.50	1,215.00	51.50	1,545.00	46.79	1,403.70	39.00	1,170.00	

Aluminum Blanks															
ITEM NO	QTY	TYPE	DESCRIPTION	SIZE	COLOR	UNIT PRICE	TOTAL AMOUNT								
35	125		Street Name Blanks	48" x 8"		8.79	1,098.75	9.50	1,187.50	9.09	1,136.25	7.21	901.25		
36	100		Street Name Blanks	30" x 8"		4.10	410.00	5.00	500.00	7.93	793.00	5.40	540.00		
37	20		Diamond Blanks	30" x 30"		18.72	374.40	21.00	420.00	30.93	618.60	24.30	486.00		
38	10		Square Blanks	30" x 30"		18.72	187.20	21.00	210.00	30.93	309.30	24.30	243.00		
39	10		Square Blanks	30" x 30"		13.00	130.00	14.50	145.00	21.50	215.00	10.80	108.00		
40	15		Diamond Blanks	40" x 40"		52.48	787.20	58.50	877.50	57.37	860.55	43.20	648.00		
41	15		Rectangular Blanks	30" x 24"		10.40	156.00	11.50	172.50	17.27	259.05	13.50	202.50		
42	20		Rectangular Blanks	48" x 12"		13.12	262.40	14.50	290.00	14.12	282.40	10.80	216.00		
TOTAL QUOTE							25,765.85		25,937.00		35,009.85		35,725.25		
WASHINGTON STATE SALES TAX						8.3%	2,220.74	8.3%	2,451.57	8.3%	2,972.22	8.3%	3,048.20		
TOTAL							28,986.59	8.3%	31,988.57		38,782.07		39,774.53		

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

WHEREAS, by resolution dated March 16, 2009, award was made to R. E. Powell Distributing, Grandview, Washington, for ERR Purchase of Refined Petroleum Products – Bulk Diesel Fuel, and

WHEREAS, the Supply Contract has been executed by R. E. Powell Distributing; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Supply Contract, a copy of which is on file with the County Engineer.

Dated this 23rd day of March, 2009

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

SUPPLY CONTRACT
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

2009

THIS AGREEMENT, made and entered into this 1st day of April, 2009, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and R. E. POWELL DISTRIBUTING, Grandview, Washington, hereinafter called “the Contractor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor those refined petroleum products described and set forth in the “Proposal for Furnishing Refined Petroleum Products – Bulk Diesel Fuel” to the County of Benton (including Contractor’s proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor’s proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor’s price to the County as set forth in the Contractor’s proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contracting the Contractor’s major supplier.

III. The Contractor agrees to deliver to the County such refined petroleum products at such locations within the County, at such times and in such quantities as the County may specify.

IV. The Contractor agrees and covenants to indemnify, defend, and save harmless the County from loss, damage, liability or expense to persons or property arising from the neglect, omission, or default of the Contractor. In case any suit or cause of action shall be brought against the County on account of any neglect, omission, or default on the part of the Contractor, the Contractor agrees to assume the defense thereof and to pay any and all costs, charges, attorney fees, and other expenses, and any and all judgements that may be incurred or obtained against the County.

V. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease fuel deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any fuel deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

COUNTY OF BENTON

by: _____

by: _____

Title: _____

Chairman, Board of Benton
County Commissioners

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Date _____

APPENDIX "A"

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

REVISED AS PER ADDENDUM NO. 1

PROPOSALS FOR: REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL

BIDS RECEIVED: TUESDAY, MARCH 10, 2009 AT 10:00 A.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: TUESDAY, MARCH 10, 2009, AT 10:45 A.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY PUBLIC WORKS DEPARTMENT, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you can provide the articles specified below. Unsigned bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - REFINED PETROLEUM PRODUCTS", and delivered to the Benton County Engineer, P. O. Box 1001, 620 Market St., Prosser, Washington 99350-0954, NO LATER THAN 10:00 A.M., LOCAL TIME, TUESDAY, MARCH 10, 2009. INCOMPLETE, UNSIGNED, AND LATE BIDS WILL NOT BE ACCEPTED.

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

2. EXECUTION OF CONTRACT:

Successful bidder may be required to enter into formal contract; however, in the absence of such requirements it is agreed by the bidder that his bid submitted, together with notice of award in the form of a County Purchase Order signed by the County Engineer, will together constitute a contract fully binding on both parties thereto.

3. CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to deliver any or all the products included in this proposal in the customary manner when such deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

4. TAXES:

It is understood that prices quoted on this bid shall be exclusive of Federal Taxes (Benton County will furnish an exemption certificate as required), but inclusive of State Taxes and other taxes. See Section 11 entitled "TAX PROVISIONS" for further information on what taxes shall be included in bid prices. In the event of any increase or decrease in the present Washington State Sales Taxes and/or Fuel Oil Taxes during the contract period, contract prices shall be increased or decreased accordingly. Washington State Sales Tax shall not be included in prices quoted on proposal but will be paid by Benton County on all applicable products at time of purchase.

5. BASIS OF AWARD:

In determining award of contract, the Board of County Commissioners will take into consideration the specifications and quality of products offered, bidder's facilities for distribution to locations specified and prices quoted herein.

6. TIME OF ACCEPTANCE:

Bid submitted shall be for acceptance by the County of Benton within ten (10) calendar days from date of bid opening, or as may be further extended by the County of Benton with the consent of the bidder.

7. PERIOD OF CONTRACT:

This contract shall be for a period of one (1) year, commencing the 1st day of April 2009 and terminating on the 31st day of March 2010.

SCOPE:

This Bid Proposal is for the purchase of Ultra Low Sulfur No. 2 Dyed Diesel Fuel with lubricity. The Fuel will be purchased in tanker truck quantities. The following is a list of the Fuel that will be included in this bid as a mandatory item and an estimate of quarterly usage:

<u>FUEL TYPE</u>	<u>ESTIMATE</u>
ULTRA LOW SULFUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY.....	13,000 Gallons

The volume figures listed above and on the Bid Proposal represent an average quarterly usage and are offered for supplier internal planning only, and should not be considered for guaranteed usage.

All bulk products delivered by the Vendor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other harmful petroleum products or contaminants. In case of damage directly traceable to contamination, the Vendor shall be responsible for all costs incurred.

9. REQUIREMENTS:

a. All bidders must indicate whether they are a:

Manufacturer _____ or a Dealer/Distributor X

- b. All dealer/distributors shall state the name of one (1) manufacturer who will be their major source of supply and price adjustment reference city (Seattle, Spokane, Portland, or Pasco) FOR FUEL TYPE:

<u>FUEL TYPE</u>	<u>MAJOR SUPPLIERS</u>	<u>REFERENCE CITY</u>
ULTRA LOW SULPHUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY	Cimco Phillips	Pasco

- c. All products are required to meet both Federal and State Environmental Protection Agency (EPA) Guidelines.

10. PRICING, PRICE ESCALATION - FUEL:

- a. Because fuel pricing fluctuates from one day to another, the Oil Price Index Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and **OPIS DAILY PUBLISHED AVERAGE** rack prices (correlated to the actual delivery date) will service as the basis for establishing contract fuel prices. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid as non-responsive. The successful bidder will be required to maintain his own subscription to OPIS in order to correctly calculate contract fuel prices.
- b. Bidder shall specify his major supplier (see Section 9, "REQUIREMENTS" and the Bid Proposal) and the price adjustment reference city - (Seattle, Spokane, Portland, or Pasco) to be used for contract price adjustments, on Bid Proposal. Only one supplier and one reference city may be specified by each bidder for each product. If OPIS does not list one or more specified supplier product prices for a reference city, the listed average price for that city will be used.
- c. For bidding purposes Contractor shall use OPIS Pricing for Confirmed Moves through February 26, 2009.
- d. The listed price for "ULS No. 2" fuel shall be used to reference changes in contract prices for Ultra Low Sulfur No. 2 diesel fuel.
- e. If it appears that an error has occurred in any OPIS issue, the Benton County Engineer's Office shall contact the publisher for clarification.

11. TAX PROVISIONS:

The quoted price for ULS No. 2 Dyed Diesel Fuel with lubricity shall include:

Washington Spill Response	\$ <u>0.061</u> per gallon.
Washington Hazardous Substance Tax	<u>0.057</u> %
Federal Environmental Fees (LUST & Oil Spill)	\$ <u>0.0291</u> per gallon.

The quoted price for ULS No. 2 Dyed Diesel Fuel with lubricity shall NOT include:

Federal Motor Fuel Tax.

Washington Diesel Excise Tax

Washington State Sales Tax

12. DELIVERY TIMES, LOCATIONS, AND AMOUNTS:

- a. All deliveries shall be made during normal County working hours, 7:30 a.m. to 2:00 p.m., Monday through Friday, except Holidays, unless otherwise specified by the County Road Department.
- b. The Contractor(s) shall make deliveries within a maximum of two (2) calendar days after receipt of each order to the following delivery points:
 - Benton County Road Dept.
1709 South Ely
Kennewick, WA 99336
 - Benton County Road Dept.
14303 North Hinzerling Road
Prosser, WA 99350
- c. Each fuel order will be made by Benton County Public Works with a Purchase Order.
- d. At the present time Benton County has one (1) 5,000 Gallon above ground storage tank at each location.
- e. The delivery vehicle shall be equipped with all required equipment and adaptors necessary to pump the fuel product into the County owned above ground fuel storage tanks.
- f. The delivery vehicle shall be equipped with a metering device that accurately measures the liquid off-loaded in US Gallons to 1/10 of a gallon. The total number of gallons delivered shall be "meter-stamped" onto the bill of lading or delivery slip. The County reserves the right to reject the delivery and terminate the contract if the Vendor fails to use the required metering device to off-load fuel.

13. SPECIFICATIONS AND GENERAL REQUIREMENTS FOR DIESEL AND GASOLINE:

The guaranteed average and maximum Sulfur Content in "Ultra Low Sulfur Dyed Diesel" Grade No. 2 with lubricity:

Average 9 ppm

Maximum 15 ppm

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned, having read all the requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish Petroleum Products as specified herein as follows:

	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>	<u>EST. QUARTERLY USAGE</u>
ULTRA LOW SULFUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY:	(Conoco)	(Pasco)	13,000 GALLONS

The per gallon price shall include the Washington Spill Response Tax, the Washington Hazardous Substance Tax, and Federal Environmental Fees (LUST & Oil Spill).

\$ 1.292 * per gal.

DATED this 6 day of March, 2009.

FIRM NAME: R E Powell Distributing

ADDRESS: P O Box 98
Grandview WA 98930

TELEPHONE: (509) 882-2115

FAX: (509) 882-2172

BY: [Signature]
Signature

Susan Lopez
Print Name and Title
Operations Manager

BY: _____
Signature

Print Name and Title

PROPOSAL MUST BE SIGNED

- NOTE:
- (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
 - (2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

g.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF AUTHORIZING PURCHASES OF TASERS AND TASER
ACCESSORIES OFF THE WASHINGTON STATE CONTRACT #01003**

WHEREAS, Washington State Contract No. 01003 allows ProForce Law Enforcement to sell Air International Taser Weapons and Accessories; and

WHEREAS, Benton County Sheriff's Office would like to purchase Tasers and Taser accessories off the Washington State Contract No. 01003 through May 31, 2009; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby approves purchases of Tasers and Taser accessories off the Washington State Contract No. 01003 from ProForce Law Enforcement through May 31, 2009; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Tasers and Taser accessories off the Washington State Contract No. 01003 attached hereto; and

BE IT FURTHER RESOLVED, Washington State Contract No. 01003 expires May 31, 2009.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

State of Washington
Current Contract Information

Revision date: December 15, 2008

Effective Date: December 16, 2008

Contract number: 01003

Commodity code: 1095

Contract title: Weapons; Air Tasers

Purpose: Items Addition and Change of Contractor's contact information.

Original award date: June 1, 2003

Current contract period: 06/1/2007 **through:** 05/31/2009

Contract term: Not to exceed six years or 05/31/09

Contract type: This contract is designated as convenience use.

SCOPE OF CONTRACT This contract is awarded to one contractor(s).

Primary user agency(ies): State of Washington political subdivisions

For use by: **General use:** All State Agencies, Political Subdivisions of Washington
Qualified Non-profit Corporations, Participating Institutions of Higher
Education (College and Universities, Community and Technical Colleges).

Contractor: ProForce Law Enforcement

Contact: Michael Massimo

Address: 3009 N. Highway 89
Prescott, Arizona 86301-4914

Phone: 800-367-5855

Supplier No.: W12864

FAX: 928-445-3468

Fed. I.D. No.: **-****-874

Email: mikem@proforceonline.com

Website: www.proforceonline.com

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

Contracts Specialist: Heidi Bohl, CPPB
Phone Number: (360) 902-7435
Fax Number: (360) 586-2426
Email: hbohl@ga.wa.gov

Alternate Contact: Shawna Pettitt
Phone Number: (360) 902-7342
Fax Number: (360) 586-2426
Email: spettit@ga.wa.gov

Visit our Internet site: <http://www.ga.wa.gov/purchase>

Washington State Department of General Administration
Office of State Procurement, PO Box 41017, Olympia, WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.

Current Contract Information

Contract No. 01003

Page 2

Products/Services available:	Air tasers			
Ordering procedures:	Send order to supplier			
Payment address:	3009 North Highway 89, Prescott, AZ 86301-4914			
Order placement address:	3009 North Highway 89, Prescott, AZ 86301-4914			
Minimum orders:	Not applicable			
Delivery time:	4 to 6 weeks After Receipt of Order (ARO)			
Payment terms:	Net 30 days, credit cards accepted			
Discount:	Single purchase of 900 or more units – 2% 30 days, Net 31 Days Single purchase of 1201 or more units – 4% 30 days, Net 31 Days			
Shipping destination:	FOB Scottsdale, AZ			
Freight:	Prepaid and added as a separate line item to the invoice			
Contract pricing:	See attached			
Term worth:	\$2,680,000/two years			
Current participation:	\$0.00 MBE	\$0.00 WBE	\$2,680,000 OTHER	\$0.00 EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%
Recovered material:	Not applicable			

NOTES:

I. Best Buy: The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.

II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.

Current Contract Information

Contract No. 01003

Page 3

- III. Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) listings published and updated periodically by OSP may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet <http://www.ga.wa.gov/servlet/PCACoopListSv>. Contractors shall not process state contract orders from unauthorized users.
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **IFB (Reference City of Lynnwood Contract #950)**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).

SPECIAL CONDITIONS:

1. 12/15/08 This CCI is being issued to incorporate additional items and to update contractor's contact information.
2. 08/06/08 This CCI is being issued to update OSP's alternate contact information.
3. 05/19/08 This CCI is being issued to add taser air cartridge
4. 04/30/08 This CCI is being issued to change ProForce's e-mail address.
5. 02/20/08 This CCI is being issued to update OSP contact information.
6. All other terms, conditions, specifications and pricing remain unchanged.

TASER M26 SPECIFICATION SHEET

Model:	International M26 Advanced Taser #44000
Power output	50,000 volt (est) 26 watts, 162mA (Irms) 1.76 Joules per pulse energy
Power input	12 VDC: 4-6A
Power Supply	Nickel metal hydride (HIMH) rechargeable batteries or hi-output alkaline batteries, Self-contained inside polyethylene battery tray, with reverse insertion prevention feature 8AA
Aiming Mechanism	Mechanical: fixed front and rear "fin and blade" sights, optimized at 13 foot rang Optical: 650 Nm wave length, daytime laser sight, optimized at 13 foot range
Housing	Dimensions: 6.4" x 1.4" x 5.9" inches Material: 5% glass filled, pre-colored, virgin polycarbonate 101 No mold release used during molding process
Safety Lever	ambidextrous safeties
Material:	5% glass filled, pre-colored, virgin polycarbonate 101. No mold release used during Molding process
Activation, Switch	Material: high durability black Santoprene, Shore A Laser Lens: optically clear polycarbonate
Other Features	
On memory board	Fast recording EEPROM chip records 585 firings, date and time
Battery Indicator	High visibility red LED calibrated for alkaline batteries
Yellow Coloration Kit:	Left and right side yellow polycarbonate decals with P.S.A that adheres to sides of the weapon, in order to mark it as less-lethal

**CONTRACT PRICING
For M26 Taser**

Model Number	Description	Price
44000	Advanced Taser M26 black with integrated laser sight, dataport download capability and color kit	\$399.95
44005	Advanced Taser M26 yellow with integrated laser sight, dataport download capability and color kit	\$399.95
44200	Police air cartridge – single shot (21 foot range)	\$18.75
44203	XP Taser Air Cartridge, 25ft (extra penetration, Green Blast Door/Field Use.	\$22.90
44710	Advance Taser M26 battery charger	\$65.95
44700	8 pack NiMH Battery pack with tray	\$24.95
4000004003	Bulk NiMH (50 per case)	\$149.50
	Bulk NiMH (500 per case)	\$1495.00
44830	Ballistic nylon thigh holster (right)	\$39.95
44835	Ballistic nylon thigh holster (left)	\$39.95
44831	Thigh holster belt clip only	\$6.00
44838	Leg pack with flap (right)	\$39.95
44839	Leg pack with flap (left)	\$39.95
44840	Nylon waist pack	\$39.95
44850	Blade Tech Holster	\$59.95
44851	Blade Tech Holster with thumb lock	\$74.95
44852	Blade Tech Paddle Holster	\$74.95
44853	Blade Tech Paddle Holster with thumb lock	\$89.95
44854	Blade Tech Tek Lock Holster	\$74.95
44855	Blade Tech Tek Lok Holster with thumb lock	\$89.95
44856	Blade Tech thigh holster	\$119.95
44860	Secondary cartridge holder (holds 1 cartridge on M26)	\$19.95
34200	Air Cartridge, single shot (15 foot range)	\$16.75
34206-T	Practice target, single target	\$6.95
44500	Dataport download Software and adapter (Windows 9X, NT, 2000 and XP compatible)	\$149.95
44860	Secondary cartridge clip (holds one cartridge on Advanced Taser)	\$19.95
44900	Secure Kevlar Storage Case	\$149.97
44205	Non-conductive cartridge – single shot (21 foot range)	\$18.75

Training: Four hour user course \$99.95/each
Eight hour user course \$195.00/each

TASER X26 SPECIFICATION SHEET

Model	TASER X26E (Law Enforcement) Model # 26000
Size	175 cm ³ (10.7 cubic in.)
Weight	15.3 cm x 8.2 cm x 3.3 cm (6.0" x 3.2" x 1.3")
Incapacitation	175 grams (0.45 pounds / 7 ounces)
Power Output	105 MDU's (Muscular Disruption Units)
Range	Shaped Pulse Discharge 50,000 Peak Voltage 2.1 Milliamps Average Current (0.0021 Amperes) 151 Milliamps Root Mean Square Body Current (0.151 A Irms)
Digital Power Magazine (DPM)	0-7 Meters (0-21 ft) plus contact stun backup capability
Energy Cell Indicator	Power Source w. Lithium Energy Cells and Digital Memory 6 Volt Input, 10 yr shelf life, 300 195 firings at 25°C
Digital Pulse Controller (DPC)	99% - 00% Remaining Energy Level
Clothing Penetration	Automatic 5 sec burst (interruptible) 0-2 seconds: 19 pulses per second 2-5 seconds: 15 19 pulses per second
Temperature Range	Up to 5 cm (2 inches)
USB Dataport System	-20 C (-05°F) to 50 C (122° F)
Target Illumination	Stores Time, Date, Duration, Temperature, & Energy Cell Status of over 1,000 firings. Data accessed through USB into encrypted secure ".x26" file format on Windows PC (Windows® 2000, XP, or ME)
Cartridges	650 nm laser sighted to center grouping at 13 feet plus two super bright LED's for Low Intensity Illumination (LIL)
Central Info Display (CID)	15 or 21 ft. range, 1800 psi nitrogen propellant, classified by U.S.B.A.T.F. as non-firearm, reversible design with 8° probe separation angle.
Safety	2 Digit LED displays fuel level, burst time, warranty expiration, illumination status
Holster	Ambidextrous levers with Safe "S", Fire "F" markings
Patents	eXoskeleton molded polymer and stainless steel holster included. Ambidextrous (shipped in rt. hand configuration).
Warranty	U.S. #5,078,117; U.S. #5,771,663 and others pending U.S. and Worldwide.
	1 year standard, extended warranties available

CONTRACT PRICING
For the X26 Taser

Model Number	Description	Price
26000	X26E Taser black with integrated laser sight, low intensity lights, digital power magazine, data download capability and eXoskeleton holster.	\$799.95
26005	X26 Taser, yellow with integrated laser sight, low-intensity lights, digital power magazine, data download capability and eXoskeleton holster.	\$799.95
26700	DPM, Digital Power Magazine, 195 5-second firings at room temperature	\$29.95
26701	XDPM, Extended Digital Power Magazine, 195 5-second firings at room temperature.	\$34.95
26802	Dual Cartridge Holster (without TekLok belt attachment) attaches directly to eXoskeleton holster.	\$19.95
26899	Teklok Belt Attachment Clip	\$8.95
26500	Taser X26 USB Dataport Download Software/Adapter (Windows® 9X, NT, 2000, and XP compatible)	\$149.95
26001	X26E Taser black, black labels with integrated laser sight, low intensity lights, digital power magazine, dataport download capability and eXoskeleton holster.	\$799.95
26006	X26E Taser yellow, metal labels with integrated laser sight, low intensity lights, digital power magazine, dataport download capability and eXoskeleton holster.	\$799.95
26011	X26E Taser black, metal labels with integrated laser sight, low intensity lights, digital power magazine, dataport download capability and Blade-Tech holster.	\$799.95
26012	X26E Taser black, metal labels with integrated laser sight, low intensity lights, XDPM, dataport download capability and Blade-Tech holster.	\$804.95
26013	X26E Taser black, metal labels with integrated laser sight, low intensity lights, XDPM, dataport download capability and eXoskeleton holster.	\$804.95
26014	X26E Taser black, black labels with integrated laser sight, low intensity lights, digital power magazine, dataport download capability and Blade-Tech holster.	\$799.95
26015	X26E Taser black, black labels with integrated laser sight, low intensity lights, XDPM, dataport download capability and Blade-Tech holster.	\$804.95
26016	X26E Taser black, black labels with integrated laser sight, low intensity lights, XDPM, dataport download capability and eXoskeleton holster.	\$804.95
26023	X26E Taser yellow, black labels with integrated laser sight, low intensity lights, digital power magazine, dataport download capability and Blade-Tech holster.	\$799.95

Current Contract Information

Contract No. 01003

Page 8

Model Number	Description	Price
26024	X26E Taser yellow, black labels with integrated laser sight, low intensity lights, XDPM, dataport download capability and Blade-Tech holster.	\$804.95
26025	X26E Taser yellow, black labels with integrated laser sight, low intensity lights, XDPM, dataport download capability and eXoskeleton holster.	\$804.95
26026	X26E Taser yellow, metal labels with integrated laser sight, low intensity lights, digital power magazine, dataport download capability and Blade-Tech holster.	\$799.95
26027	X26E Taser yellow, metal labels with integrated laser sight, low intensity lights XDPM, dataport download capability and Blade-Tech holster.	\$804.95
26028	X26E Taser yellow, metal labels with integrated laser sight, low intensity lights XDPM, dataport download capability and eXoskeleton holster.	\$804.95
26314	X26E, left-handed, black/black grip plates w/glade-tech tek-lok holster.	\$809.95
26750	Cam Audio/Video Recorder, Taser	\$399.95



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM CROWN PAPER AND JANITORIAL INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for soufflé cups and gloves; and

- Columbia Basin Paper & Supply, Pasco, WA (see attached quote)
- Crown Paper & Janitorial Inc., Walla Walla, WA (see attached quote)
- Uline Inc., Waukegan, IL (see attached quote)

WHEREAS, Crown Paper & Janitorial Inc. had the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing soufflé cups, gloves, and other miscellaneous items from Crown Paper & Janitorial Inc. for the Sheriff's Office for the calendar year of 2009; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes purchases from Crown Paper & Janitorial Inc. for the calendar year of 2009; and

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K Mercer

S

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PURCHASES FROM COLUMBIA BASIN PAPER & SUPPLY FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, per resolution 08-131 and 08-132 authorizes the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the county secures written quotes from different vendors on the vendor list; and

WHEREAS, Benton County Sheriff's Office solicited the following companies to provide a quote for paper products; and

- Columbia Basin Paper & Supply, Pasco, WA (see attached quote)
- Crown Paper & Janitorial Inc., Walla Walla, WA (see attached quote)
- Uline Inc., Waukegan, IL (see attached quote)

WHEREAS, Columbia Basin Paper & Supply had the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing paper products and other miscellaneous items from Columbia Basin Paper & Supply for the Sheriff's Office for the calendar year of 2009; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes purchases from Columbia Basin Paper & Supply for the calendar year of 2009.

Dated this _____ day of _____, 2009.

Chairman of the Board

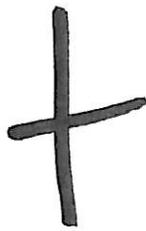
Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVAL FOR DISBURSEMENTS FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE PURPOSES OF FUNDING HISTORICAL PRESERVATION PROJECTS.

WHEREAS, the Board of County Commissioners is supportive of historical preservation projects and appointed Duane Davidson, Benton County Treasurer to serve as the charter chairman of an advisory committee to evaluate certain proposed projects for funding; and,

WHEREAS, on March 16, 2009 the Board of County Commissioners were advised of the Advisory Committee's recommendations (Attachment A) for funding selected projects described in the attached memorandum totaling \$34,687.01; and,

WHEREAS, the Board of County Commissioners agrees with the advisory committees findings and approve the funding of the recommended projects described in attachment "A", totaling \$34,687.01; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that Linda Ivey, Finance Manager of the Board of Benton County Commissioners is authorized to vouch the County Auditor's office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds.

Dated this _____ day of _____,

Chairman of the Board

Member

Member

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

Prepared by D. Davidson

Attest: _____
Clerk of the Board

Cc: County Auditor's Office, Treasurer's Office



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.co.benton.wa.us/html/treasurer

March 11, 2009

Benton County Commissioners
Mr. David Sparks, Benton County Administrator
PO Box 190
Prosser, WA 99350

RE: Historical Preservation Fund/ Advisory Committee Findings

Dear Commissioners and County Administrator;

First of all, I would like to express my gratitude for the opportunity to be involved in this project to help enhance Historical Preservation endeavors in our community. Preserving our local history is a passion of mine and so naturally the opportunity to spearhead this project on behalf of the county was a privilege and enjoyable endeavor for me.

In order to summarize the progress of this project to date, I offer this very brief recap:

In 2008 several groups approached the county seeking access to the funds collected by RCW 36.22.170 and accounted for in Fund #0157-101-Historical Preservation Fund. These funds are collected with other fees at the time documents are recorded in the County Auditor's office.

A meeting with representatives from the local museums and other historical preservation entities was arranged with the county. The group representing the museums is called the "Benton County Historical Preservation Cooperative" and David Sparks and myself attended the meeting on behalf of the county. At this meeting it was determined that if requests for funds from outside entities were to be entertained by the Commission, there was definite need to develop procedures to review the requests. It was also determined a separate, independent advisory committee should be formed to review and prioritize the requests for funding and make recommendations to the Board of County Commissioners. Shortly after this meeting I was appointed by the Board of County Commissioners as the Charter Chairman of the Benton County Historical Preservation Cooperative (Resolution 08-898).

Procedures outlining a grant process were developed over a series of several meetings of the Benton County Historical Preservation Cooperative. An application form was developed and approved and grading criteria was established for a scoring matrix to be used to make recommendations to the Board of County Commissioners of which grants should be approved. The Benton County Historical Preservation Cooperative selected four individuals from the community to serve in the capacity of a grant "Advisory Committee". The following members were selected to serve, with the County Treasurer acting as the Chair:

- Mr. Fred Carroll, Retired Benton County Employee, Board Member for East Benton County Museum

- The Honorable Tom Moak, Mayor of the City of Kennewick, Manager of the Kennewick (Union Branch) Library
- The Honorable Dale Jackson, Mayor of the City of West Richland
- Tom Marceau, Cultural Resource Manager, Washington Closure, Hanford

The following applications were then received over a period of several weeks:

Entity	Grant Title	Amount Requested
White Bluffs Quilt Museum	Preservation of Heritage Life Skills Temporary Facility Request	\$15,000.00
White Bluffs Quilt Museum	Historic Collections Preservation	\$1,174.00
East Benton County Historical Society	Digitizing Project	\$2,838.31
East Benton County Historical Society	Stabilization and Conservation Project	\$2,890.16
Benton County Historical Museum	Historical Preservation	\$11,784.54
CREHST	Hanford/Manhattan Project Oral History Archives	\$9,400.00
Hanford Reach Interpretive Center	Outdoor Interpretive Exhibit, Website & Display Design	\$26,835.00
TOTAL		\$69,922.01

On February 27, 2009, the advisory committee met at the Justice Center to review the grant applications with representatives from the Benton County Historical Preservation Cooperative present to answer questions from the advisory committee.

After a thorough review of the applications, the advisory committee makes the following recommendations to the Board of County Commissioners. The advisory committee also recommends to the commissioners that before any disbursement the recipient's' should agree to provide a "project completion report" summarizing the progress made and if the objectives were met:

Entity	Grant Title	Recommendation	Amount Requested
White Bluffs Quilt Museum	Preservation of Heritage Life Skills Temporary Facility Request	Full Award of the Amount Requested	\$15,000.00
White Bluffs Quilt Museum	Historic Collections Preservation	Full Award of the Amount Requested	\$1,174.00
East Benton County Historical Society	Digitizing Project	Full Award of the Amount Requested	\$2,838.31
East Benton County Historical Society	Stabilization and Conservation Project	Full Award of the Amount Requested	\$2,890.16
Benton County Historical Museum	Historical Preservation	Full Award of the Amount Requested	\$11,784.54
CREHST	Hanford/Manhattan Project Oral History Archives	Partial Grant of \$1,000 for purchase of equipment. Total Requested \$9,400	\$1,000.00
Hanford Reach Interpretive Center	Outdoor Interpretive Exhibit, Website & Display Design	\$0 of the \$26,835 requested	\$0
TOTAL			\$34,687.01

Based on this review, I request and recommend the Board of County Commissioners approve the advisory committees' recommendations for distributions totaling \$34,687.01, which is approximately 50% of the total requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Duane A. Davidson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Duane A. Davidson
Benton County Treasurer

DAD/dad

9:05

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	Type of Action		
MEETING DATE: <u>03/23/09 9:05 am</u>	Execute Contract	<input type="checkbox"/>	CONSENT AGENDA <input type="checkbox"/>
SUBJECT: <u>Status of the Judiciary</u>	Pass Resolution	<input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
	Pass Ordinance	<input type="checkbox"/>	1 ST DISCUSSION <input type="checkbox"/>
	Pass Motion	<input type="checkbox"/>	2 ND DISCUSSION <input type="checkbox"/>
Prepared By: <u>Pat Austin</u>	Other	<input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>
Reviewed By:	Approve for Hearing		

BACKGROUND INFORMATION

The Superior Court Presiding Judge will be presenting a Status of the Judiciary to the County Commissioners regarding goals, objectives and challenges of the court.

SUMMARY

RECOMMENDATION

FISCAL IMPACT

None

MOTION

No action required

9:35

HANFORD / TRIDEC DISCUSSIONS

Commissioner Bowman

10:05

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:	Type of Action		
MEETING DATE: <u>03/23/09 10:05 am</u>	Execute Contract	<u> </u>	CONSENT AGENDA <u> </u>
SUBJECT: <u>Trial Court Improvement</u> <u>Fund Expenditure Request</u>	Pass Resolution	<u> X </u>	PUBLIC HEARING <u> X </u>
	Pass Ordinance	<u> </u>	1 ST DISCUSSION <u> </u>
Prepared By: <u>Pat Austin</u>	Pass Motion	<u> </u>	2 ND DISCUSSION <u> </u>
	Other	<u> </u>	OTHER <u> </u>
Reviewed By:	Approve for Hearing	<u> </u>	<u> </u>

BACKGROUND INFORMATION

The Trial Court Improvement Committee will present 2009 expenditure requests approved and recommended by the Trial Court Improvement Committee. Please see attached letter.

SUMMARY

RECOMMENDATION

Recommend approval of expenditure and resolution.

FISCAL IMPACT

None – expenditures paid through the trial court improvement monies

MOTION

Move to approve the recommended expenditures from the Trial Court Improvement Funds and Resolution No. _____ in the matter of authorizing purchases as identified on the letter from the Trial Court Improvement Fund Committee for expenditures totaling \$53,876.00, utilizing funds from the Benton County Trial Court Improvement Fund.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED ON THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR EXPENDITURES TOTALING \$53,876.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for expenditures totaling \$53,876.00; and

WHEREAS, Benton County District Court, Superior Court and the County Clerk desire to purchase equipment for their respective offices as identified on the attached letter; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and deems this to be in the best interest of the County;

NOW THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for expenditures totaling \$53,876.00, utilizing funds from the Trial Court Improvement Fund, 0156-101; and,

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Benton County Trial Court Improvement Committee

Judge Holly Hollenbeck
Judge Carrie Runge
Clerk Josie Delvin
Superior Court Administrator Pat Austin
District Court Administrator Jackie Lahtinen

March 16, 2009

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

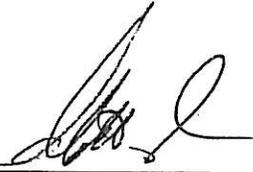
Re: Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

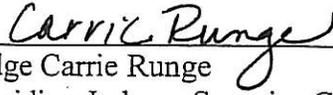
The Trial Court Improvement Committee has reviewed and approved the following 2009 expenditure requests and agree the expenditures are in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

Jury Management System 2nd of 4 annual installments	\$ 35,000
Jury Management Computer Equipment approved in 2008	\$ 2,111
Assistive Listening Devices for District Court	\$ 2,000
Interpreter Headsets/transmitters for District Court	\$ 3,000
Jury Room Table in Prosser	\$ 500
(2) Laptop Computers and (1) printer for District Court	\$ 4,000
(1) Desktop Computer and (1) printer for Superior Court	\$ 2,000
(2) Task Chairs for Superior Court Court Reporters	\$ 860
Jury and court – White board, carafes, small refrigerator	\$ 1,000
Workman's Comp/Insurance Management Costs for 2008	\$ 305
(2) to attend National Assoc. of Court Managers' Conference	\$ 1,600
(1) FTR upgrade for Juvenile digital recording	\$ 1,500
Assessor's Office Improvement for Clerk's Staff	To be Determined
Shelving for Superior Court Law Library	To be Determined
Audio Visual equipment for courtrooms	<u>To be Determined</u>
	\$ 53,876

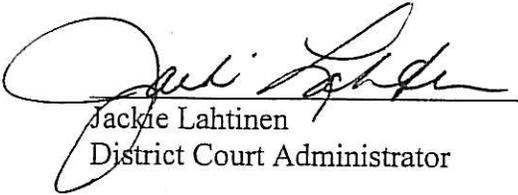
The Trial Court Improvement Committee recommends the Board of County Commissioners approve the above expenditures up to \$53,876.00.



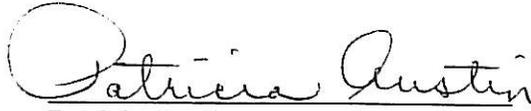
Judge Holly Hollenbeck
Presiding Judge – District Court



Judge Carrie Runge
Presiding Judge – Superior Court

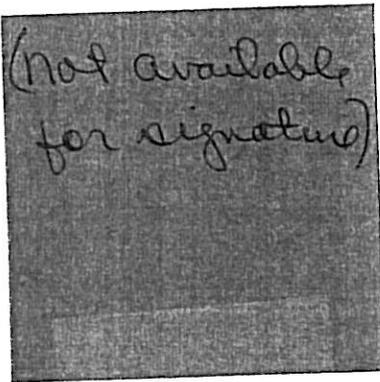


Jackie Lahtinen
District Court Administrator



Patricia Austin
Superior Court Administrator

Josie Delvin
Benton County Clerk



(not available
for signature)

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action				
MEETING DATE: <u>03/23/09 10:05 am</u>	Execute Contract	_____	CONSENT AGENDA	_____	
SUBJECT: <u>Trial Court Improvement</u> <u>Fund Line Item Transfers</u>	Pass Resolution	<u>X</u>	PUBLIC HEARING	<u>X</u>	
	Pass Ordinance	_____	1 ST DISCUSSION	_____	
	Pass Motion	_____	2 ND DISCUSSION	_____	
Prepared By: <u>Pat Austin</u>	Other	_____	OTHER	_____	
Reviewed By: _____	Approve for Hearing	_____		_____	

BACKGROUND INFORMATION

The Superior Court will present a Line Item Transfer request to appropriately coincide with expenditures recommended by the Trial Court Improvement Committee and approved by the Benton County Commissioners. Please see attached resolution and line item transfer form.

SUMMARY

RECOMMENDATION

Recommend approval of line item transfers and resolution.

FISCAL IMPACT

None – expenditures paid through the trial court improvement monies

MOTION

Move to approve the recommended line item transfers within the Trial Court Improvement Funds and Resolution No. _____ in the matter of the Trial Court Improvement Committee intra-fund line item transfers to comply with the county Auditor's directive with regard to approved expenditures.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE TRIAL COURT IMPROVEMENT COMMITTEE
INTRA-FUND LINE ITEM TRANSFERS TO COMPLY WITH THE COUNTY
AUDITOR'S DIRECTIVE WITH REGARD TO APPROVED EXPENDITURES**

WHEREAS, line items 512.815.3101 and 512.815.4103 are current Trial Court Improvement Fund expenditure line items; and,

WHEREAS, the Trial Court Improvement Committee has created new line items to appropriately coincide with approved expenditures as outlined on Attachment "A"; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the Trial Court Improvement Fund line item transfers as outlined on Attachment "A", in the amount of \$53,133.00.

DATED this day of, 20

Chairman of the Board

Member

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.815	4103	Professional Serv.	\$ 53,133	512.815	3501	Sm. Item Equipment	\$ 1,617.00
					9401	Computer Purchases	14,611
					9402	Jury Program	\$35,000
					4905	Training	725
					4301	Travel	875
					9601	Ins. Mgmt.	158
					9602	Workmans Comp	147
TOTAL			\$0	TOTAL			\$53,133

Explanation:

Prepared by:

Date:

Approved

Denied

Date: _____

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

Benton County

Department of Public Works

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

10:15
Area Code 509
Prosser 786-5664
Toll Free 786-5664
Ext. 5664
Fax 786-5627

To: Board of County Commissioners

From: Steven W. Becken, Asst. Co. Eng./Asst. Co. Pub. Dir. *SWB*

RE: County Road Improvement District (CRID) #20

Date: March 18, 2009

I spoke with Bond Counsel Jeff Knave of Foster Pepper PLLC regarding the dissolution of CRID #20. Under the RCWs, the Board is apparently not required to hold a public hearing to dissolve a previously formed CRID. The dissolution can be accomplished by passing a resolution at a regular meeting and informing all landowners of the action. This office would recommend notification of the impending action prior to the meeting so that any interested party could speak to the proposed dissolution. Jeff did state that there is the potential of a lawsuit from an affected party. He did not have an opinion on the likelihood of the success of such a lawsuit.

As stated at the March 15 meeting, Mr. Wisner has requested that the CRID construction be limited to the railroad crossing and work within the railroad right of way only. He would construct roads within the proposed CRID boundary without using the CRID process. Because the railroad would be the only property owner with road frontage and because they have not signed the petition, the petition method cannot be used to form a CRID for the crossing and related work.

There are three options available for this crossing. These are:

1. From a CRID by resolution: To do this, the Board would need to pass a resolution declaring its intent to form a CRID and setting a date for a public hearing. All landowners would need to be notified of the hearing and provided the same information as required by the petition method. The main difference between this method and the petition method is that a ballot is sent to every landowner allowing them to vote on the proposed formation. Each landowner would have one vote per dollar of estimated assessment. The Clerk of the Board is responsible for the election and this office would help meet the requirements of the election as defined by RCW 36.88.030.
2. Construct the crossing without the use of a CRID: Under this proposal, the County would declare that the crossing is a public necessity and would construct the crossing. All funding would come from the County with no cost reimbursement by any of the benefited properties.
3. No build option: The Board could determine that the crossing is not a necessity and opt to not select either 1 or 2 above. Both the County and the Kennewick School District would be adversely affected by this decision. The County owns property that has been designated as a site for a

proposed new county shop and the Kennewick School District has purchased property for a proposed new school site. They and any other landowner would be required to travel an additional 3.5 miles to reach the same point as the proposed connection with Badger Road. Also, without the County's involvement, we believe the railroad would be reluctant to work with a private landowner.

County Administrator David Sparks stated that vitrification funds could be used to finance either option 1 or 2.

If the Board selects option 1, we can bring the resolution of intent to form the CRID back to the Board on April 6. The notice of intent with the ballots would be mailed to the landowners by April 15. The landowners would have until 5:00 p.m. April 27th to return the ballots to the Clerk of the Board. The public hearing on the formation would be held on May 4.

If option 2 is selected, we will complete the plans and prepare to call for bids. Dates for construction at this point are unknown as the plans have not been completed and approved by all parties.

We do need direction from the Board to prepare a resolution to dissolve CRID #20. If we receive that direction at this meeting, all landowners will be notified and the resolution will be presented to the Board on April 30th. If the Board selects one of the three options, we can notify the landowners of the selection. If option 2 is selected, the resolution to dissolve can be placed on the consent agenda. If option 1 or 3 is selected, you may want to place the resolution to dissolve on the agenda as an agenda item as someone may want to appear to speak on the proposal to dissolve.

10:30

WSU EDUCATOR - Natalie Kinion
4A Youth Development

Marianne Ophardt

10:40

Executive Session
Review Performance of a Public Employee

S Perry / Comnr Beaver

1:30

District Court Judge Interviews

Commissioners