

March 30, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
March 23, 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 Kely; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Juvenile Administrator Sharon Paradis; Superior Court Judge Carrie Runge; Superior Court Administrator Pat Austin; Deputy Treasurer Erhiza Rivera; Public Works Director Ross Dunfee; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; DPA Ryan Brown; District Court Judge Bob Ingalson; Treasurer Duane Davidson; Steve Becken and Sue Schuetz, Public Works; Marianne Ophardt and Natalie Kinion, and DPA Sarah Perry.

Approval of Minutes

The Minutes of March 16, 2009 were approved.

Consent Agenda

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

Auditor

- a. Line Item Transfer, Fund No. 0106-101, Dept. 000
- b. Lease Renewal w/Fred Meyer Stores, Inc.

Commissioners

- c. Line Item Transfer, Fund No. 0305-101, Dept. 00

Facilities

- d. Contract w/Barrich, Inc., dba MPR Services for Grease Pumping & Cleaning

Fairgrounds

- e. Lease Agreement w/Rada Rabbits & Cavies 4-H Club

Office of Public Defense

- f. Approval of Payment to Defense Attorney, J Lilly for Professional Services Rendered

- g. Approval of Payment to Defense Attorney, G Ochoa for Professional Services Rendered
- h. Indigent Superior Court Service Agreement w/T Meehan-Corsi
- i. Service Agreement w/Administrative Office of Courts for Judicial Information System

Parks

- j. Service Contract w/Fowler General Construction, Inc. for Restroom Addition at Horn Rapids

Road/Engineer

- k. Travel Expense Reimbursements
- l. Approval of Project Amendment for Public Works Trust Fund Loan Agreement #PW-04-691-003
- m. Signature Authorization Form w/Washington State Military Department
- n. Approval of Interlocal Agreement w/City of Richland for Bituminous Surface Treatment
- o. Authorization to Purchase Traffic Sign Materials
- p. Approval of Supply Contract w/R.E. Powell Distributing for Refined Petroleum Products

Sheriff

- q. Authorization to Purchase Taser & Taser Accessories from WA State Contract No. 01003
- r. Authorization to Purchase Materials, Equipment & Supplies w/Crown Paper & Janitorial, Inc.
- s. Authorization to Purchase Paper Products w/Columbia Basin Paper & Supply

Treasurer

- t. Approval for Disbursements from the Historical Preservation Fund

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

Status of Judiciary

Superior Court Judge Carrie Runge, Pat Austin, and Sharon Paradis gave a status update on the judiciary and briefly discussed the following:

- Case filing information (concern about increased filing in juvenile dependency docket and need for second courtroom for Juvenile Court)
- Legal obligation docket
- Guardianship monitoring program
- Case management system
- Possibility of extending the juvenile court day
- State survey of Superior Court administrators (Benton-Franklin is the lowest paid on the list)

Hanford/TRIDEC Discussion

Carl Adrian and Gary Peterson, TRIDEC, briefed the Board on the following issues:

- American Recovery & Reinvestment Act – \$1.97 Billion to Hanford
- Omnibus Bill – \$146 million
- Footprint reduction of Hanford - looking at area for an “Energy Park” and “Research & Development” area
- Open public tours
- Concept for Smart Energy Community (promotion of low-carbon “green” resource development)

Commissioner Beaver said he wanted to see support from the federal government for local jurisdictions, possibly with a line item in the federal budget formula for Benton County as a mechanism for infrastructure improvements.

Chairman Benitz said the Board was looking at its role in economic development and it was important to get ahead of the curve so the County knew what to do when the money stopped coming.

Commissioner Bowman said he wanted to know if there was something else the Board should be doing to enhance the program. Mr. Adrian said that participation on the board and the ag committee was important, but there was room for additional participation. He suggested a “go-to” person in the County to bring information back to the Board on a regular basis.

Trial Court Improvement Funds

Pat Austin, Josie Delvin, and Jacki Lahtinen presented the recommendations by the Trial Court Improvement Committee for 2009 expenditures.

MOTION: Commissioner Bowman moved to approve the resolution authorizing the purchases as identified on the letter from the Trial Court Improvement Fund Committee for expenditures totaling \$53,876.00 from the Trial Court Improvement Fund. Commissioner Beaver seconded and upon vote, the motion carried.

MOTION: Commissioner Bowman moved to approve the resolution approving the line item transfer in the amount of \$53,133.00 within fund 0156-101. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:17 a.m.

C.R.I.D. #20 Update

Steve Becken said that he spoke with bond counsel about dissolving the CRID and that it required a resolution in regular session, not a public hearing. Additionally, he provided the following options for the Board:

1. The Board could form a CRID by resolution for the railroad crossing and come up with estimated costs. Landowners would be notified, have an election on whether to construct, and be allowed one vote per dollar of assessment.

2. Construct the crossing without the use of a CRID. The County would declare the crossing a public necessity and would fund the project with no cost reimbursement by any of the benefited properties.
3. No build option.

David Sparks said that VIT funds were available for either option 1 or 2 if that was the Board's desire. He recommended Option 2 since Option 1 would probably add costs by completing the bond process.

Commissioners Bowman and Beaver both agreed to dissolve the CRID #20 by resolution.

Commissioner Bowman said he thought Option 1 would be the best because the money could eventually be used once the bonds were paid back and the cost shared by other owners.

Commissioner Beaver said he would recommend cashing it and supporting the school and being done with it.

Chairman Benitz said he also concurred with Option 2, but wanted to coordinate with the school district and landowner about construction so the road was not being built to no-where. He said he would support setting the money aside for construction of the crossing but wanted to coordinate with the other entities regarding funding.

The Board agreed.

WSU Educator for 4H Youth Development

Marianne Ophardt introduced the new 4H educator Natalie Kinion and she provided information on the new program.

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

Executive Session – Review Performance of a Public Employee

The Board went into executive session with DPA Sarah Perry and DPA Ryan Brown at 10:40 a.m. for approximately 15 minutes to review the performance of a public employee. The Board came out of executive session at 10:58 a.m. and stated that no action was taken. The Board went back into executive session for another 15 minutes and came out at 11:16 a.m. stating that no action was taken. The Board again went back into executive session for another 10 minutes. The Board came out at 11:25 a.m. and stated that no action was taken but direction was given.

Other Business

Superior Court Administrator Position Salary

David Sparks said he wanted to clarify that on October 31, 2007 the Board approved a grade increase for the Superior Court Administrator from an 18 to a 21 (15% salary increase) based upon internal equity.

WSAC Report

Commissioner Bowman provided a packet of information from WSAC and discussed the fiscal health and economic development, and public health and funding, just to name a few.

Joint Meeting

Adam Fyall gave a tentative date of April 27 in the afternoon to meet with Yakima and Klickitat Counties for the joint meeting.

The Board recessed, reconvening at 1:30 p.m.

District Court Judge Interviews

Chairman Benitz outlined the process and said that each applicant could give a five-minute presentation and then would be asked a series of questions by the Board.

Terry Tanner

Mr. Tanner said he had 20 years experience as an attorney'as a city prosecutor, a deputy prosecutor, and in private practice. He said he had been involved with district court and municipal court, requiring different kinds of decision making, and using his ability in a way that was best for the community and the clients. He said it would be a natural progression to move into the decision-making process and he had received support from both the prosecutor side and the defense attorney side.

Question: Which of the primary duties of a sitting District Court Judge is the most important and why?

Answer: He said the most important duty is sitting as a judge in a criminal case because it directly affected everyone involved, including a victim and was one of the most prevalent parts of the job.

Question: Please describe your most important professional accomplishments and how those accomplishments equip you for the duties of a District Court Judge?

Answer: He said when Judge Swisher ran for the bench and asked him to take over his practice. He said he stepped away from PA's office and was able to take over the existing practice and develop, expand, and provide municipal services for the cities and was able to see how the system worked from many perspectives.

Question: Describe your work ethics and philosophy of being a judge.

Answer: Mr. Tanner said a judge was responsible to each and every one of the people that voted for him and those that did not. He said the commitment to being an elected official goes far beyond regular hours and commitments. He said it was vital to put in the hours and be available during off-hours, as well as using down time. He said he believed it was not a 40-hour job, but whatever the job required.

Question: Do you have any ideas you can bring to the job about efficiencies in the court system?

Answer: Mr. Tanner said there was always an opportunity to look for efficiencies. He said he would look at requiring defense attorneys to meet w/clients prior to a hearing and require PA's to read the files. He said the parties could be encouraged to be prepared and result in less time being spent waiting.

Question: Sometimes inexperienced attorneys appear in District Court. If such an attorney appeared before you in a criminal trial and started to engage in activity that constituted blatant violations of court rules or ethical rules, how would you proceed?

Answer: He said at some point that continued activity would result in a mistrial. He said he would talk to the attorney in private and state the trial would not be able to proceed if the behavior continued. He said it would be a fine line and might result differently for an inexperienced attorney vs. an experienced one.

Question: Do you believe in the saying that judges shouldn't legislate from the bench?

Answer: Mr. Tanner said he was totally opposed to judges legislating. He said the judge has a set of facts that are applied to the law and used to reach a set of conclusions. The law is what it is and he is not the person to change it.

Katie Butler

Ms. Butler said she got her start as a deputy prosecutor in front of Judge Pratt and wanted to carry on the tradition of excellent and fair justice. She said she served as a pro tem judge since 1994 and a part-time court commissioner and she had heard all the kinds of cases that were heard in district court. She said she believed she was uniquely qualified due to her judicial experience in Benton County District Court, Franklin County, and Pasco Municipal Court and would be ready to start off running. Ms. Butler also discussed her extensive trial court experience and work at a large firm in their civil litigation department, stating she would be a well-rounded effective judge and had lived in the Tri-Cities for 25 years and was active in the community.

Question: Which of the primary duties of a sitting District Court judge is the important duty and why?

Answer: Ms. Butler said the primary duty was to set the tenor, tone, and consistency for the courtroom. She said it was important the courtroom became a place where people knew a judge would make a decision on solid facts based on law, be treated with respect, and the matter was important to the judge.

Question: Please describe your most important professional accomplishments and how those accomplishments equip you for the duties of a District Court Judge?

Answer: She said her most important accomplishments came as a deputy prosecutor on the dependency cases to intervene to protect children. She said she felt like she really made a difference for the well being of these children and that handling those kinds of cases was most satisfying.

Question: Describe your work ethics and philosophy of being a judge.

Answer: Ms. Butler stated she was a hard worker and that her commitment was to the court, the bench, the people in front of you, and Benton County. She said they expect you to work hard, be educated and do the best you can. She said her involvement in the community showed her commitment to hard work and it was important not to compromise justice and make good and fair decisions in a cost effective fashion.

Question: Do you believe in the saying that judges shouldn't legislate from the bench?

Answer: Ms. Butler stated that judges were bound to follow the law as given and it was not their position to create the law.

Question: What action, if any, would you take if you witnessed a fellow judge acting inappropriately or unlawfully?

Answer: She said there was an obligation to report that to the judicial ethics commission, but she would try and talk with the person directly to resolve the matter. However, she did not believe it was something you could leave unaddressed.

Question: Do you have any ideas you can bring to the job about efficiencies in the court system?

Answer: She said she had some ideas to explore like not putting probation on certain kinds of cases, combining some dockets, restricting issuance of bench warrants in some cases, use of work crews, and overlapping of staff for more accessibility during lunch hours.

Joe Burrowes

Mr. Burrowes said it was difficult to sell himself because he was used to working hard and being recognized for his work. He said he had all the qualities and uniqueness to be a good district court judge. He indicated that since being appointed as a court commissioner he has honed his skills as a legal scholar and the experience has given him the opportunity to take the next step. He said he was 100% dedicated to his job and he felt the officers appreciate his enthusiasm to assist them and he was ready to take the next step.

Question: Which of the primary duties of a sitting District Court judge is the important duty and why?

Answer: He said to fulfill the requirements of District Court, hold the integrity of the job, and "walk the talk".

Question: Please describe your most important professional accomplishments and how those accomplishments equip you for the duties of a District Court Judge?

Answer: Mr. Burrowes said that graduating from law school at 36 years old, being appointed by the judges as a district court commissioner, and being acknowledged for his legal analysis and hard work and dedication.

Question: Describe your work ethics and philosophy of being a judge.

- Answer: Mr. Burrowes described his work ethic and philosophy as “second to none”. He said he was ready to work Monday through Friday and off hours if available by phone. He said he was generally the first to work and the last to leave.
- Question: Do you believe in the saying that judges shouldn’t legislate from the bench?
- Answer: Mr. Burrowes said he agreed with that and it was the judge’s job to follow the law, interpret the law, and enforce it.
- Question: Sometimes inexperienced attorneys appear in District Court. If such an attorney appeared before you in a criminal trial and started to engage in activity that constituted blatant violations of court rules or ethical rules, how would you proceed?
- Answer: Mr. Burrowes stated that happened in a trial and he stopped the trial, informed the attorney of his ethical responsibility, informed him he would not tolerate the behavior if it proceeded and would call the Bar himself.
- Question: Do you have any ideas you can bring to the job about efficiencies in the court system?
- Answer: He said he was not in agreement that we should continue to do it the same way just because we have always done it that way. He said the Courts should utilize technology and modernize, try to manage the compliance issue dockets, and allow citizens access to courthouse during different hours.

The Board briefly recessed, reconvening at 2:40 p.m.

MOTION: Commissioner Beaver moved to appoint Katharine Butler to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge. The motion died for lack of a second.

MOTION: Commissioner Bowman moved to appoint Joseph Burrowes to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge. The motion died for lack of a second.

MOTION: Commissioner Bowman moved to appoint Joseph Burrowes to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge. Commissioner Beaver seconded.

Discussion

Chairman Benitz said he believed that all three candidates were good choices, however, was in favor of Terry Tanner.

Upon vote, the motion failed with Chairman Benitz and Commissioner Beaver opposing.

MOTION: Commissioner Beaver moved to appoint Terry Tanner to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge. Chairman Benitz seconded. Upon vote, the motion carried with Commissioner Bowman opposing.

Vouchers

Check Date: 03/16/2009
Warrant #: 222675-222913
Total all funds: \$109,261.76

Check Date: 3/16/2009
Taxes #: 10109034-10109035
Total all funds: \$35,324.27

Check Date: 3/20/2009
Warrant #: 920582-920859
Total all funds: \$862,975.00

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

Resolutions

- 09-185 Line Item Transfer, Fund No. 0106-101, Dept. 000
- 09-186 Lease Renewal w/Fred Meyer Stores, Inc.
- 09-187 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 09-188 Contract w/Barrich, Inc., dba MRP Services for Grease Pumping & Cleaning
- 09-189 Lease Agreement w/Rada Rabbits & Cavies 4-H Club
- 09-190 Approval of Payment to Defense Attorney, J Lilly for Professional Services Rendered
- 09-191 Approval of Payment to Defense Attorney, G Ochoa for Professional Services Rendered
- 09-192 Indigent Superior Court Service Agreement w/T Meehan-Corsi
- 09-193 Service Agreement w/Administrative Office of Courts for Judicial Information System
- 09-194 Service Contract w/Fowler General Construction, Inc. for Restroom Addition at Horn Rapids
- 09-195 Approval of Project Amendment for Public Works Trust Fund Loan Agreement #PW-04-691-003
- 09-196 Signature Authorization Form w/Washington State Military Department
- 09-197 Approval of Interlocal Agreement w/City of Richland for Bituminous Surface Treatment
- 09-198 Authorization to Purchase Traffic Sign Materials
- 09-199 Approval of Supply Contract w/R.E. Powell Distributing for Refined Petroleum Products
- 09-200 Authorization to Purchase Taser & Taser Accessories from WA State Contract No. 01003
- 09-201 Authorization to Purchase Materials, Equipment & Supplies w/Crown Paper & Janitorial, Inc.
- 09-202 Authorization to Purchase Paper Products w/Columbia Basin Paper & Supply

- 09-203 Approval for Disbursements from the Historical Preservation Fund
- 09-204 Authorization to Purchase from the Trial Court Improvement Fund in the amount of \$53,876.00
- 09-205 Line Item Transfer - \$53,133, Trial Court Improvement Fund
- 09-206 Appointment of Terry M. Tanner to the Nonpartisan Elective Office Vacancy of Benton County District Court Judge

There being no further business before the Board, the meeting adjourned at approximately 3:00 p.m.

Clerk of the Board

Chairman

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 30, 2009

Elson Floyd, President
Washington State University
PO Box 641048
Pullman, WA 98164

Dear Mr. Floyd:

On behalf of the Board of County Commissioners, we would like to thank you for your leadership role in announcing plans to preserve the 4-H program as well as the WSU coop extension programs.

With the continuing nationwide financial crisis we are experiencing, it is encouraging to see efforts being made to maintain well deserving programs such as these. Again, thank you for your efforts.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

Leo M. Bowman
Chair Pro Tem

James R. Beaver
Member

cc: Commissioners
Administration
Adam Fyall, BC Community Development
Benton County WSU Extension Director

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING AN AGENT TO RECEIVE CLAIMS FOR DAMAGES AND RESCINDING RESOLUTION 01 352

WHEREAS, in accordance with RCW 4.96.020, the governing body of Benton County shall appoint and record with the Benton County Auditor an agent to receive claims for damages; **NOW, THEREFORE**,

BE IT RESOLVED the Board of County Commissioners hereby identifies the Chairman of the Board of Benton County Commissioners, as appointed by the Board on an annual basis, as the agent to receive any claim for damages made under RCW 4.96.020; and

BE IT FURTHER RESOLVED, that said Chairman's business address is the Benton County Courthouse, 620 Market Street, Prosser, WA 99350; and

BE IT FURTHER RESOLVED this resolution shall be recorded with the Benton County Auditor; and

BE IT FURTHER RESOLVED that Resolution 01 352 is hereby rescinded and of no further force and effect.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

cc: Comnrs; Admin; M Wenner; R Brown

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 30, 2009

Katharine A. Butler

Re: District Court Judge Vacancy

Dear Ms. Butler:

I would like to thank you for giving the Benton County Board of Commissioners the opportunity to meet you and discuss your interest in our District Court Judge position. As with all selection processes, the decision on which candidate to ultimately choose is difficult. Although you were not selected to fill the District Court Judge vacancy, the Benton County Board of Commissioners would like to thank you for applying and wish you continued success in reaching your professional goals.

Again, on behalf of all involved, we thank you for your interest in the District Court Judge position.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

Leo M. Bowman
Chair Pro Tem

James R. Beaver
Member

cc: Commissioners
Administration
Personnel

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

March 30, 2009

Joseph Burrowes

Re: District Court Judge Vacancy

Dear Mr. Burrowes:

I would like to thank you for giving the Benton County Board of Commissioners the opportunity to meet you and discuss your interest in our District Court Judge position. As with all selection processes, the decision on which candidate to ultimately choose is difficult. Although you were not selected to fill the District Court Judge vacancy, the Benton County Board of Commissioners would like to thank you for applying and wish you continued success in reaching your professional goals.

Again, on behalf of all involved, we thank you for your interest in the District Court Judge position.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

Leo M. Bowman
Chair Pro Tem

James R. Beaver
Member

cc: Commissioners
Administration
Personnel

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING APOLLO SHEET METAL INC. THE CONTRACT TO REPLACE THE ROOF TOP HEAT PUMP LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, per resolution 08-133 Benton County need not comply with formal sealed bidding procedures for public works contracts...where the estimated cost is less than one hundred thousand dollars (\$100,000.00); and

WHEREAS, for such projects, the small works roster procedures may be used; and

WHEREAS, Benton County Facilities solicited the following companies to provide a quote to replace the roof top heat pump located at the Benton County Jail Facility, Kennewick, WA; and

- Apollo Sheet Metal Inc, Kennewick, WA (\$11,937.00 excluding WSST)
- M. Campbell & Company, Inc. Pasco, WA (\$15,993.00 excluding WSST)
- Bruce Inc. Heating and Air-Conditioning, Kennewick, WA (\$12,490.00 excluding WSST)

WHEREAS, Apollo Sheet Metal Inc. is the lowest bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Apollo Sheet Metal Inc, Kennewick, WA to perform said service for a contract amount of \$11,937.00, excluding WSST; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards the contract to Apollo Sheet Metal Inc. for a contract amount not to exceed \$12,937.00 excluding WSST to cover any acceptable overages, incidentals and other unanticipated costs; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Public Works Contract.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, file, Apollo, Facilities

Prepared by: K. Mercer

**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Apollo Sheet Metal, Inc. a Washington Corporation with its principal offices at 1201 West Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit "A" - Contractor's Proposal dated 2/18/2009

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 expire upon notice of completion via Resolution. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to remove and dispose of the old roof top heat pump and to install a new replacement Carrier model # 50HJQ008-5 7.5-ton roof top heat pump all in accordance with Exhibit "A" attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Gene Batey
Apollo Sheet Metal Inc
1201 W. Columbia Drive
Kennewick, WA 99336
(509) 727-5312 Phone

b. For COUNTY: Roy Rogers
7122 W. Okanogan Pl. Bldg A
Kennewick, WA 99336
(509) 222-3710 Phone
(509) 736-2708 Fax

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is Eleven Thousand Nine Hundred Thirty Seven Dollars and Zero Cents (\$11,937.00) not including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed Twelve Thousand Nine Hundred Thirty Seven Dollars and Zero Cents, (\$12,937.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage or performance bond will be made until such affidavit is provided.

6. INVOICING

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

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount 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, the following insurance:

- a. Workers Compensation: CONTRACTOR shall comply with all

Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:
- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder

shall be shown as the current address of the COUNTY'S Contract Representative.

- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

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

11. PERFORMANCE BOND

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

12. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part

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

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

13. COMPLIANCE WITH LAWS

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

14. NONDISCRIMINATION

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

15. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders,

instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

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

20. 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 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 hold harmless and indemnification provisions; insurance provisions; performance bond requirements; severability; litigation hold notice and 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.

Date: _____

Date: 3/24/09

Benton County

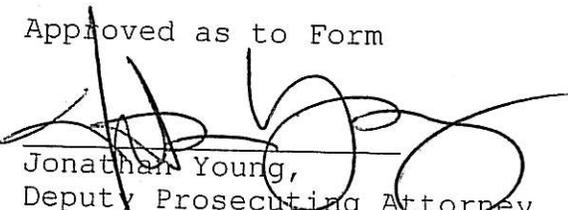
Apollo Sheet Metal Inc.

Max Benitz Jr., Chairman
Benton County Commissioner

Gene Batay
Signature

Approved as to Form

Gene Batay
Print Name & Title


Jonathan Young,
Deputy Prosecuting Attorney



Apollo Sheet Metal, Inc.

February 18, 2009

Benton County Facilities
7122 W Okanogan
Kennewick, Wa 98336

Attention, Steve Franckowiak

Apollo Sheet Metal Inc proposes the following Installations.

Option# 1

Remove existing roof top unit and dispose.
Install New replacement Carrier model # 50HJQ008-5 7.5 ton roof top heat pump.230
Volt 3 Phase.
18KW electric back up heat moder# CRHEATER113A00 .460 Volt 3 phase.
Full modulating economizer. MicroMetl MM0688-0201.
New adapta curb model# CDI 1-3005-4005 to existing roof curb, no roofing required.
Hi voltage electrical connections, DDC low voltage connections.
Complete start up and operational check.
Rigging and hoisting by Lampson.

Price \$ 11,937.00 Plus wsst, Auth sign _____

Any questions please call,

Thanks Gene Batey

*Apollo... Building People Who Build Great Things.
An equal opportunity employer*

RESOLUTION

e

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE FAIRGROUNDS OPERATING BUDGET, FUND NUMBER 0124-101.

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, Fairgrounds

IVEY

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Fairgrounds Operating

Dept Nbr: _____

Fund Name: Fairgrounds Operating

Fund Nbr: 0124-101

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
575.400.	1551	Confidential Secretary	\$20,000	575.400.	1905	Temporary Help	\$20,000
TOTAL			\$20,000	TOTAL			\$20,000

Explanation:

The Confidential Secretary position is vacant. The County Administrator would like to fill with Temporary Help at this time.

Prepared by: Linda Ivey

Date: 24-Mar-2009

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

f

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES PROVIDED TO WEST RICHLAND

WHEREAS, the Benton County Geographic Information Systems (GIS) Department possesses the staff and resources to provide GIS services, such as digital data conversion and data creation; and

WHEREAS, the City of West Richland has agreed to pay the Benton County GIS Department to update their digital base mapping features covering the City Limits of West Richland and to provide additional GIS services, such as training and analysis; and

WHEREAS, the resultant digital base mapping data will benefit both Benton County and the City of West Richland; and

WHEREAS, a contract has been prepared for the services necessary to update the City of West Richland's base mapping layers and to provide additional GIS support, as specified in the Interlocal Agreement for GIS Services; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners that the agreement for GIS services between Benton County and the City of West Richland is hereby approved, and that the Chairman is authorized to sign said agreement.

Dated this 30th day of March, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

INTERLOCAL AGREEMENT FOR GIS SERVICES

THIS AGREEMENT, is entered into by BENTON COUNTY, hereinafter referred to as "BENTON, and the CITY OF WEST RICHLAND, whose address is 3801 West Van Giesen Street, West Richland, WA 99353, hereinafter referred to as "WEST RICHLAND."

WHEREAS, WEST RICHLAND is desirous of establishing an agreement with BENTON for certain technical assistance; and,

WHEREAS, BENTON possesses the technical planning staff and resources with the necessary expertise to provide the required services;

WHEREAS, the parties desire to enter into this agreement as authorized by the Interlocal Cooperation Act, RCW 39.34 et seq.

WHEREAS, no separate entity will be created pursuant to this agreement.

NOW THEREFORE, the parties do mutually agree as follows:

I. GENERAL PROJECT DESCRIPTION

Scope of Services. Services performed under this agreement are described in Attachment "A".

II. COMPENSATION AND METHOD OF PAYMENT

- 2.1 The amount of compensation and reimbursement to be paid by WEST RICHLAND under this agreement is described in Attachment "B".
- 2.2 Agents, employees, servants, or representatives of either party shall not be deemed to be employees, agents, servants, or representatives of the other party for any purpose as a result of this agreement. Each party shall assume full responsibility for payments of federal, state and local employment taxes or contributions for its employees.
- 2.3 BENTON will deliver products as described in Attachment "A" as each requested service is completed. WEST RICHLAND shall have 30 working days from receipt of each set of deliverables to deliver written notice to BENTON if the product is unacceptable. Each set of deliverables shall be deemed satisfactory and compliant with the terms of this Agreement if timely notice to the contrary is not received by BENTON. Upon full payment of all amounts owed hereunder, the requested GIS products shall be owned by WEST RICHLAND.

III. TERM

- 3.1 The services to be provided by BENTON pursuant to this contract shall commence after it is executed by both parties and recorded with the Benton County Auditor and shall continue in effect until December 31, 2009.
- 3.2 Termination for Convenience. Either WEST RICHLAND or BENTON may effect termination of this agreement upon thirty (30) days written notice of either party to the other party. If the agreement is terminated, WEST RICHLAND will compensate BENTON as provided herein for all services performed.

IV. PRIOR AGREEMENTS AND AMENDMENTS

This document constitutes the entire agreement between the parties and supersedes all previous communications, representations, understandings, and agreements whether verbal or written with respect to the subject matter herein. No agreement or understanding varying or extending the terms hereof will be binding on either party unless written and duly executed by each party.

V. VENUE AND JURISDICTION

The terms and conditions of this agreement shall be interpreted under the laws of the State of Washington and any lawsuit brought to enforce this agreement shall be brought in Benton County Superior Court.

VI. INDEMNIFICATION

WEST RICHLAND agrees to defend, indemnify and hold harmless BENTON and all of its officers, agents and employees, from and against all claims and all costs related thereto, including attorneys fees, resulting from or arising out of the services performed under this agreement, whether such claims arise from the acts, errors, or omissions of BENTON or anyone employed by it; provided, however, that WEST RICHLAND'S duty under this provision does not extend to claims to the extent they arise from the intentional misconduct of BENTON or its officials or employees. WEST RICHLAND waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This Section of the agreement shall survive the termination of the agreement.

VII. NONDISCRIMINATION

Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable federal, state, or county law or regulation. In the event either party violates this provision, the other may terminate this agreement immediately.

In witness whereof, the parties hereto have caused this agreement to be executed by their respective officers.

CITY OF WEST RICHLAND

Mayor, City of West Richland

Date: _____

Approved as to form:

City Attorney

BENTON COUNTY

Board of Benton County Commissioners

Chairman of the Board

Chairman Pro-Tem

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

Date: _____

Approved as to form:

Deputy Prosecuting Attorney

Attest:

Clerk of the Board

ATTACHMENT A
SCOPE OF WORK

BENTON shall provide the following services on an ongoing basis:

BENTON shall update WEST RICHLAND's digital parcel base as changes occur or adjustments are needed, in both AutoCAD and GeoMedia geographic information data formats. Such updates will consist of:

1. Digitizing new parcel boundaries or boundary line adjustments.
2. Adjusting parcel boundaries when deemed necessary for boundary matching.
3. Adding unique parcel identification numbers to newly created parcel features.
4. At least quarterly, updating the parcel features' assessment attribution by performing, in GeoMedia, a database join between the labeled spatial parcel boundaries and the county's assessment data.

Items (1), (2) and (3) above shall be performed after WEST RICHLAND notifies BENTON that WEST RICHLAND has approved a new Short Plat, Long Plat or Boundary Line Adjustment. BENTON is not obligated to commence Items (1), (2) and (3) with respect to a particular Short Plat, Long Plat or Boundary Line Adjustment until after such has been processed by the Benton County Assessor's Office.

Digital parcel base data updates will be provided via email and/or CD (depending upon the size of the file) as each area (Short Plat, Plat or Boundary Line Adjustment) is processed.

BENTON shall also provide the following services per written requests from WEST RICHLAND:

- Training in the use of GeoMedia geographic information systems software, specifically with regards to utilizing WEST RICHLAND's geographic base data
- Data conversion from existing data sources to GeoMedia and/or AutoCAD geographic information data format
- Spatial analysis
- Custom Mapping
- Web Mapping site construction and maintenance, utilizing GeoMedia WebMap Professional web mapping software

ATTACHMENT B
COMPENSATION

Services will be charged on an hourly basis, according to the following rate schedule:

- \$26.84 for:
 - General mapping requests
 - Simple data conversion
 - Variance reports
- \$38.19 for:
 - Parcel base updates and property boundary research
 - Basic spatial analysis
- \$51.93 for:
 - Training
 - Web Mapping site construction and maintenance
 - Advanced spatial analysis

Whether a spatial analysis request is considered basic or advanced is solely with the discretion of BENTON.

At the conclusion of each calendar month following execution of the Agreement, BENTON shall submit an invoice to WEST RICHLAND for services rendered and WEST RICHLAND shall pay the specified amount.

COPY 9

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution with Vista Youth Center to provide Housing Hope Program for Homeless Housing	<input type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services would like to contract with Vista Youth Center for services and assistance for homeless youth in Benton County by providing short term emergency shelter vouchers and emergency short term case management services.

FISCAL IMPACT

The maximum consideration for this agreement shall be \$5,922.00.

EFFECTIVE DATES

This agreement shall be effective for the period April 1, 2009 through December 31, 2009

RECOMMENDATION

- Sign the resolution for the Department of Human Services to contract with Vista Youth Center to provide services and assistance to homeless youth in Benton County.

MOTION

To approve signing the Resolution for the contract between the Department of Human Services and Vista Youth Center.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE EXECUTION OF AN AGREEMENT TO PROVIDE SERVICES AND ASSISTANCE TO HOMELESS YOUTH IN BENTON COUNTY WITH VISTA YOUTH CENTER.

WHEREAS, the Department of Human Services would like to contract with Vista Youth Center for service and assistance for homeless youth by providing short term emergency shelter vouchers and emergency short term case management services, and

WHEREAS, the consideration for this Agreement is for a maximum consideration of \$5,922.00; and

WHEREAS, the Agreement shall be effective for the period April 1, 2009 through December 31, 2009; NOW THEREFORE

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

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

Dated this day of, 2009.

Chair

Chair Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services

Carey

RESOLUTION

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE
CURRENT EXPENSE FUND NUMBER 0000101, OFFICE OF PUBLIC DEFENSE
DEPARTMENT 136

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, OPD

IVEY

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136
 Fund Name: Current Expense Fund Nbr: 0000101

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
512.814.	1921	Administrative Assistant	\$34,892	512.814.	1144	Office Manager - OPD	\$34,892
TOTAL			\$34,892	TOTAL			\$34,892

Explanation:

The Administrative Assistant position is vacant. The Indigent Defense Coordinator has chosen to not fill the Administrative Assistant position (grade 12) and fill with an Office Manager position (grade 11). It is necessary to transfer appropriated funds to the Office Manager position.

Prepared by: Linda Ivey Date: 20-Mar-2009

Approved Denied Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF THE INTERLOCAL LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF WEST RICHLAND, BENTON COUNTY AND BENTON COUNTY
PROSECUTING ATTORNEY

WHEREAS, the City of West Richland and the Benton County Prosecutor
wish to mutually cooperate for the purposes of legal services on
behalf of City to prosecute certain misdemeanor and gross
misdemeanor criminal complaints; **NOW THEREFORE**

BE IT RESOLVED, that the attached interlocal between the City of
West Richland, Benton County and the Benton County Prosecuting
Attorney is hereby approved by the Board of County Commissioners;

BE IT FURTHER RESOLVED that the Benton County Commissioners
approves the attached Interlocal.

Dated this day of, 2006

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:

c:

**INTERLOCAL
LEGAL SERVICES AGREEMENT
Prosecution Services**

This agreement (this "Agreement") is entered into between the City of West Richland (the "City"), Benton County and the Benton County Prosecuting Attorney (the "Prosecutor") pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act) and shall be effective as of the date executed by the last of the three parties.

WHEREAS, the Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Prosecutor wish to mutually cooperate for the purposes described herein;

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

**Section I
PURPOSE**

The purpose of this Agreement is for the Prosecutor to provide necessary legal services on behalf of the City to prosecute certain misdemeanor and gross misdemeanor criminal complaints and civil infraction citations.

**Section II
SERVICES**

Commencing April 1, 2009, the Prosecutor will provide prosecution services to the Police Department of the City, as more fully described in Exhibit A: Scope of Work, which is incorporated herein.

**Section III
TERM OF AGREEMENT**

The term of this Agreement is from its effective date through December 31, 2010.

**Section IV
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party, with or without cause, upon four months' advance written notice to the other party.

**Section V
COMPENSATION**

The City and the Prosecutor agree that compensation for services rendered under this Agreement shall be \$3,875.16 per month beginning on April 1, 2009 and shall be paid by the City in equal monthly installments. The Prosecutor will submit a monthly invoice to the City for said amount, and the City shall submit payment to the Prosecutor within twenty one (21) days of the date of each invoice.

**Section VI
INSURANCE AND HOLD HARMLESS**

A. Insurance

Upon request, the Prosecutor shall provide the Risk Manager for the City with evidence that it has obtained and maintains in full force and effect during the term of this Agreement a policy of professional liability insurance, and/or errors and omissions insurance, providing coverage of at least \$1,000,000 for professional liability or errors and omissions in connection with the work to be performed by the Prosecutor under this Agreement. Upon request, the Prosecutor shall furnish a certificate of insurance to the City for review by the City's Risk Manager.

B. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

**Section VII
GENERAL PROVISIONS**

A. Integration. This Agreement constitutes the entire agreement between the parties. No other understandings or representations, oral or written, regarding the subject matter of this Agreement will be deemed to exist or bind the parties.

B. Amendments. This Agreement may be modified or amended only by a writing duly executed by authorized representatives of both parties.

C. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and addressed as follows:

If to the City:

City Clerk
City of West Richland
3801 W. Van Giesen
West Richland, WA 99353

With a copy to:

West Richland Mayor
City of West Richland
3801 W. Van Giesen
West Richland, WA 99353

If to the Prosecutor or County:

Benton County Prosecuting Attorney
7122 W. Okanogan Place
Kennewick, WA 99336

D. Files. All files and other documents maintained by the Prosecutor shall be the files of the City and accessible by the City through its City Manager or other duly authorized representative during normal business hours. At the request of the City, any and all files maintained by the Prosecutor shall be tendered to the City. The Prosecutor is authorized to make and retain copies of any and all documents and files prior to tendering originals to the City.

E. Public Records Requests. All requests for public records that encompass records maintained by the Prosecutor in the performance of this Agreement shall be responded to by the City. The Prosecutor shall notify the City in writing within two business days of the receipt by the Prosecutor of a request to review or copy records maintained by the Prosecutor under this Agreement. The City agrees to indemnify the Prosecutor and Benton County for all damages, including attorney's fees, incurred by them as a result of a records request for records maintained under this Agreement; provided this indemnification does not apply with respect to damages incurred in connection with requests with respect to which the Prosecutor was obligated to provide notice to the City and did not do so.

F. Independent Contractor. The Prosecutor and his/her assistant(s) are professionals acting without direct supervision and are independent contractors. The Prosecutor waives any claim in the nature of a tax, charge, cost or employee benefit that would attach if Prosecutor or assistant(s) were held to be employees of the City.

G. Non-Discrimination. Prosecutor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. Prosecutor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work from City.

H. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Benton County, Washington.

I. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

J. No Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

K. Administration. The City Manager and the Prosecutor will jointly administer this Agreement. This Agreement does not create any separate legal or administrative entity.

L. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

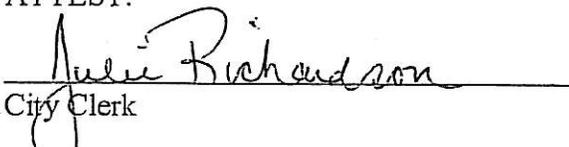
M. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date stated above.

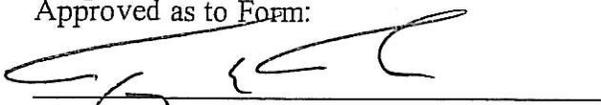
CITY OF WEST RICHLAND


Dale Jackson, Mayor

ATTEST:


Julie Richardson
City Clerk

Approved as to Form:


City Attorney

BENTON COUNTY PROSECUTING ATTORNEY

Andy Miller, Benton County Prosecuting Attorney

BENTON COUNTY

BOARD OF COMMISSIONERS
BENTON COUNTY, WASHINGTON

Max Benitz, Jr., Chair

Leo Bowman, Commissioner

James Beaver, Commissioner

ATTEST:

Clerk of the Board

EXHIBIT A: SCOPE OF WORK

As set forth below, the Prosecutor will provide the full range of criminal prosecution services to the City and its commissioned officers with respect to misdemeanor and gross misdemeanor criminal complaints investigated by the City and occurring within the City, that are based on a violation of state law or Title 9 or Title 10 of the West Richland Municipal Code as it exists as of April 1, 2009. With respect to any amendments to Title 9 or 10 effective after April 1, 2009, the City shall provide written notice to the Prosecutor of such amendments and the Prosecutor shall provide prosecution services with respect to any misdemeanor or gross misdemeanor violations based on each amendment unless the Prosecutor advises the City otherwise within thirty (30) days of the receipt of the notice of such amendment from the City.

Additionally, the Prosecutor shall represent the City with respect to any cited violations of Title 10 of the West Richland Municipal Code if the City is ordered to have a representative in district court in connection with a contested civil infraction under that Title 10 and may, in the Prosecutor's discretion, represent the City with respect to such contested civil infractions under Title 10 without direction from the court.

In carrying out its obligations under this Agreement, the Prosecutor's duties shall consist of:

I. DISTRICT COURT

A. Appearance at and preparation for all regularly scheduled monthly calendars for the City as follows:

1. Non-jury trials
2. Motion calendars
3. Jury readiness calendars
4. Jury trial calendars
5. Arraignments (if required by the Court)
6. Sentencings
7. Revocation hearings
8. Motions
9. Preliminary hearings (probable cause)
10. In-Custody hearings (if required by the Court)
11. Traffic infraction hearings (if required by the Court or requested by prosecutor's office)

B. Miscellaneous:

1. Review cases, make decisions and file complaints

2. Day-to-day advice, as needed, by telephone or in-person contact with City Police Department officers related to pending cases or possible criminal investigations by the City.

II. APPEALS TO SUPERIOR COURT AND HIGHER COURTS

Appeals (preparation and appearance):

- A. The Prosecutor may commence appeals of criminal prosecutions on behalf of the City only after discussion and authorization from City Manager.
- B. The Prosecutor will defend appeals of decisions/verdicts in criminal cases handled by it on behalf of the City; provided, the Prosecutor may but is not obligated to defend appeals based in whole or in part on an allegation that a City ordinance or code provision is unconstitutional if such ordinance or code provision is not identical to the language of a Washington State statute.

III. MEETINGS

- A. Attend all meetings with police department, City staff or City Council as requested or required to address current issues pertaining to this Agreement.
- B. Provide liaison between City Police Department and court system regarding procedures and criminal prosecution issues.

IV. REPORTING

Prosecutor will provide quarterly reports to City identifying total case filings and case dispositions

RESOLUTION

j

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: COMPREHENSIVE SIX-YEAR ROAD PROGRAM,
2010 -2015

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2010 through 2015 shall be adopted prior to adoption of annual budget, after one or more public hearings; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby directed to prepare a proposed Six-Year Road Program for the period of 2010 through 2015; and

BE IT FURTHER RESOLVED that a Public Hearing be held at 9:15 a.m., Monday, April 27, 2009 in the Meeting Room of the Board of County Commissioners, Benton County Courthouse, Prosser, Washington, to consider the proposed plan for adoption.

Dated this 30th 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:dlh

RESOLUTION

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT
2009- CE 1908 PRES

WHEREAS, by resolution dated February 9 2009, the County Engineer was authorized to schedule a bid call for Bituminous Surface Treatment 2009 - CE 1908 PRES; and

WHEREAS, bids were received and opened on March 17, 2009; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Granite Northwest, Inc., dba Superior Asphalt, Yakima, Washington; and

WHEREAS, the County Engineer recommends award of the bid to Granite Northwest, Inc., dba Superior Asphalt; NOW, THEREFORE,

BE IT RESOLVED that the contract for Bituminous Surface Treatment 2009 - CE 1908 PRES be awarded to Granite Northwest, Inc., dba Superior Asphalt, Yakima, Washington in the amount of \$1,878,249.90.

Dated this 30th day of March, 2009.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

PROJECT: CE 1908 PRES - B S T 2009

LOCATION: BENTON COUNTY
 LET BY: BOARD OF COUNTY COMMISSIONERS
 DATE: March 17, 2009, 10:30 a.m., Local Time

GRANVILLE NORTHWEST, INC.
 P O Box 10268
 Yakima, Wa 98909

CENTRAL WASHINGTON
 ASPHALT, INC.
 P O Box 939
 Moses Lake, WA 98837

ENGINEER'S
 ESTIMATE

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
BITUMINOUS SURFACE TREATMENT 3/8" to #10 BENTON COUNTY ROADS									
1	ASPHALT CRS-2P	1,778	TON	671.00	1,193,038.00	710.00	1,262,380.00	650.00	1,155,700.00
2	MINERAL AGGREGATE FROM STOCKPILE SITE SP-117 FOR B.S.T. (3/8" TO #10)	3,246	C.Y.	19.00	61,674.00	19.00	61,674.00	16.00	51,936.00
3	MINERAL AGGREGATE FROM STOCKPILE SITE SP-185 FOR B.S.T. (3/8" TO #10)	1,852	C.Y.	20.00	37,040.00	19.00	35,188.00	16.00	29,632.00
4	MINERAL AGGREGATE FROM STOCKPILE SITE SP-128 FOR B.S.T. (3/8" TO #10)	7,087	C.Y.	22.00	155,914.00	19.00	134,653.00	16.00	113,392.00
5	PAINTED SKIP STRIPE YELLOW	62.00	MILE	130.00	8,060.00	110.00	6,820.00	85.00	5,270.00
6	PAINTED SOLID STRIPE YELLOW	43.00	MILE	380.00	16,340.00	359.00	15,437.00	305.00	13,115.00
7	PAINTED SOLID STRIPE WHITE	90.00	MILE	380.00	34,200.00	350.00	31,500.00	300.00	27,000.00
8	TRAFFIC CONTROL SPILL PREVENTION, CONTROL and COUNTER MEASURES (SPCC) PLAN	Lump Sum	L.S.	Lump Sum	48,000.00	Lump Sum	40,000.00	Lump Sum	35,000.00
9		Lump Sum	L.S.	Lump Sum	500.00	Lump Sum	500.00	Lump Sum	500.00
TOTAL BENTON COUNTY ROADS					1,554,766.00	1,588,152.00		1,431,545.00	
BITUMINOUS SURFACE TREATMENT 3/8" to #10 CITY OF KENNEWICK STREETS									
10	ASPHALT CRS-2P	62	TON	695.00	43,090.00	760.00	47,120.00	690.00	42,780.00
11	FURNISH AND PLACE MINERAL AGGREGATE (3/8" TO #10)	425	C.Y.	32.00	13,600.00	45.00	19,125.00	45.00	19,125.00
12	PAINT LINE	Lump Sum	L.S.	Lump Sum	1,500.00	Lump Sum	3,785.00	Lump Sum	3,500.00
13	TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	2,700.00	Lump Sum	3,500.00	Lump Sum	3,500.00
TOTAL CITY OF KENNEWICK					60,890.00	73,530.00		68,905.00	

PROJECT: CE 1908 PRES - B S T 2009				GRANITE NORTHWEST, INC.				CENTRAL WASHINGTON				ENGINEER'S ESTIMATE			
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT		
BITUMINOUS SURFACE TREATMENT 3/8" TO #10 CITY OF WEST RICHLAND STREETS															
14	ASPHALT CRS-2P	176	TON	695.00	122,320.00	760.00	133,760.00	690.00	121,440.00						
15	FURNISH AND PLACE MINERAL AGGREGATE (3/8" TO #10)	1,204	C.Y.	29.00	34,916.00	45.00	54,180.00	45.00	54,180.00						
16	PAINT LINE	80,330	L.F.	0.13	10,442.90	0.14	11,246.20	0.15	12,049.50						
17	TRAFFIC CONTROL		L.S.		5,250.00		7,500.00		5,000.00						
	TOTAL CITY OF WEST RICHLAND				172,928.90		206,686.20		192,669.50						
BITUMINOUS SURFACE TREATMENT 3/8" TO #10 CITY OF BENTON CITY STREETS															
18	ASPHALT CRS-2P	40	TON	695.00	27,800.00	760.00	30,400.00	690.00	27,600.00						
19	FURNISH AND PLACE MINERAL AGGREGATE (3/8" TO #10)	278	C.Y.	35.00	9,730.00	43.00	11,954.00	45.00	12,510.00						
20	TRAFFIC CONTROL		L.S.		2,250.00		3,500.00		3,500.00						
	TOTAL CITY OF BENTON CITY				39,780.00		45,854.00		43,610.00						
BITUMINOUS SURFACE TREATMENT 3/8" TO #10 CITY OF RICHLAND STREETS															
21	ASPHALT CRS-2P	53	TON	695.00	36,835.00	760.00	40,280.00	690.00	36,570.00						
22	FURNISH AND PLACE MINERAL AGGREGATE (3/8" TO #10)	360	C.Y.	30.00	10,800.00	42.00	15,120.00	45.00	16,200.00						
23	TRAFFIC CONTROL		L.S.		2,250.00		3,500.00		3,500.00						
	TOTAL CITY OF RICHLAND				49,885.00		58,900.00		56,270.00						
	GRAND TOTAL				1,878,249.90		1,973,122.20		1,792,999.50						

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: HESS ROAD BRIDGE GUARDRAIL ET AL - CE 1903 CRP

WHEREAS, by resolution dated December 8, 2008, the County Engineer was authorized to schedule a bid call for Hess Road Bridge Guardrail Et Al - CE 1903 CRP; and

WHEREAS, bids were received and opened on March 24, 2009; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Dirt & Aggregate Interchange, Inc., Fairview, Oregon; and

WHEREAS, the County Engineer recommends award of the bid to Dirt & Aggregate Interchange, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for Hess Road Bridge Guardrail Et Al - CE 1903 CRP be awarded to Dirt & Aggregate Interchange, Inc., Fairview, Oregon in the amount of \$111,555.00.

Dated this 30th day of March, 2009.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

PROJECT: CE 1903 CRP - HESS ROAD GUARDRAIL UPGRADE ET AL

LOCATION: BENTON COUNTY
LET BY: BOARD OF COUNTY COMMISSIONERS
DATE: March 24, 2009; 10:30 a.m., Local Time

DIRT & AGGREGATE INTERCHANGE, INC.
 20905 NE Sandy Blvd
 Fairview, OR 97024

PETERSEN BROTHERS
 2008 East Valley Highway
 Sumner, WA 98390

WESSLEN CONSTRUCTION, INC.
 P O Box 56
 Spokane, WA 99210

ENGINEER'S ESTIMATE

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
HESS ROAD GUARDRAIL UPGRADE MP 0.95									
1	MOBILIZATION	L.S.	L.S.	Lump Sum	5,000.00	Lump Sum	2,390.00	Lump Sum	7,605.00
2	ROADWAY EMBANKMENT	125.0	C.Y.	25.00	3,125.00	23.05	2,881.25	57.20	7,150.00
3	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-52	25.0	C.Y.	25.00	625.00	26.20	655.00	51.48	1,287.00
4	HMA COMMERCIAL	5.0	TON	230.00	1,150.00	305.00	1,525.00	299.00	1,495.00
5	CLASS A CONSTRUCTION SIGNS PROJECT TEMPORARY	L.S.	L.S.	Lump Sum	250.00	Lump Sum	940.00	Lump Sum	13.00
6	TRAFFIC CONTROL	L.S.	L.S.	Lump Sum	3,500.00	Lump Sum	9,021.85	Lump Sum	5,005.00
7	REMOVE EXISTING TIMBER BRIDGE RAIL	105.0	L.F.	15.00	1,575.00	21.85	2,294.25	25.38	2,664.90
8	BEAM GUARDRAIL	102.0	L.F.	25.00	2,550.00	39.10	3,986.20	33.80	3,447.60
9	SPECIAL BRIDGE RAIL	100.0	L.F.	150.00	15,000.00	202.90	20,290.00	202.80	20,280.00
10	BEAM GUARDRAIL TRANSITION SECTION	4.0	EACH	500.00	2,000.00	338.80	1,355.20	390.00	1,560.00
11	BEAM GUARDRAIL ANCHOR TYPE 5	3.0	EACH	750.00	2,250.00	945.00	2,835.00	1,430.00	4,290.00
12	BEAM GUARDRAIL ANCHOR TYPE 7	4.0	EACH	1,500.00	6,000.00	530.00	2,120.00	715.00	2,860.00
13	BEAM GUARDRAIL FLARED TERMINAL	1.0	EACH	2,450.00	2,450.00	2,390.00	2,390.00	2,600.00	2,600.00
14	SPCC PLAN	L.S.	L.S.	Lump Sum	250.00	Lump Sum	470.00	Lump Sum	423.00
SUBTOTAL HESS ROAD MP 0.95					45,725.00		53,155.75		60,680.50
									100.00
									40,250.00

PROJECT: CE 1903 CRP - HESS ROAD GUARDRAIL ET AL				DIRT & AGGREGATE INTERCHANGE, INC.				PETERSEN BROTHERS				MESSLEN CONSTRUCTION, INC.				ENGINEER'S ESTIMATE			
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT		
HESS ROAD GUARDRAIL UPGRADE MP 1.49																			
1	MOBILIZATION	L.S.	L.S.	Lump Sum	5,000.00	Lump Sum	2,390.00	Lump Sum	7,605.00	Lump Sum	4,000.00								
2	ROADWAY EMBANKMENT	65.0	C.Y.	25.00	1,625.00	23.05	1,498.25	57.20	3,718.00	7.00	455.00								
3	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-52	30.0	C.Y.	25.00	750.00	26.20	786.00	51.47	1,544.10	8.50	255.00								
4	HMA COMMERCIAL	5.0	TON	230.00	1,150.00	305.00	1,525.00	299.00	1,495.00	75.00	375.00								
5	CLASS A CONSTRUCTION SIGNS PROJECT TEMPORARY	L.S.	L.S.	Lump Sum	250.00	Lump Sum	940.00	Lump Sum	13.00	Lump Sum	500.00								
6	TRAFFIC CONTROL	L.S.	L.S.	Lump Sum	3,500.00	Lump Sum	13,532.75	Lump Sum	6,175.00	Lump Sum	2,000.00								
7	REMOVE EXISTING TIMBER BRIDGE RAIL	142.0	L.F.	15.00	2,130.00	21.85	3,102.70	13.69	1,943.98	30.00	4,260.00								
8	BEAM GUARDRAIL	111.0	L.F.	25.00	2,775.00	39.10	4,340.10	33.80	3,751.80	25.00	2,775.00								
9	SPECIAL BRIDGE RAIL	138.0	L.F.	150.00	20,700.00	202.90	28,000.20	194.81	26,883.78	115.00	15,870.00								
10	BEAM GUARDRAIL TRANSITION SECTION	4.0	EACH	500.00	2,000.00	338.80	1,355.20	390.00	1,560.00	1,500.00	6,000.00								
11	BEAM GUARDRAIL ANCHOR TYPE 5	3.0	EACH	750.00	2,250.00	945.00	2,835.00	1,560.00	4,680.00	1,000.00	3,000.00								
12	BEAM GUARDRAIL ANCHOR TYPE 7	4.0	EACH	1,500.00	6,000.00	530.00	2,120.00	715.00	2,860.00	1,000.00	4,000.00								
13	BEAM GUARDRAIL FLARED TERMINAL	1.0	EACH	2,450.00	2,450.00	2,390.00	2,390.00	2,600.00	2,600.00	2,500.00	2,500.00								
14	SPCC PLAN	L.S.	L.S.	Lump Sum	250.00	Lump Sum	470.00	Lump Sum	423.00	Lump Sum	100.00								
SUBTOTAL HESS ROAD MP 1.49					50,830.00		65,285.20		66,252.66		46,090.00								

PROJECT: CE 1903 CRP - HESS ROAD GUARDRAIL ET AL				DIRT & AGGREGATE INTERCHANGE, INC.				PETERSEN BROTHERS				WESSLEN CONSTRUCTION, INC.				ENGINEER'S ESTIMATE			
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT		
MISCELLANEOUS GUARDRAIL REPAIR AND INSTALLATION																			
15	SELLARDS ROAD GUARDRAIL REPAIR	L.S.	L.S.	Lump Sum	2,500.00	Lump Sum	2,305.00	Lump Sum	2,275.00	Lump Sum	2,275.00	Lump Sum	2,275.00	Lump Sum	2,275.00	Lump Sum	3,000.00		
16	DISTRICT LINE ROAD GUARDRAIL REPAIR	L.S.	L.S.	Lump Sum	2,500.00	Lump Sum	2,530.00	Lump Sum	2,275.00	Lump Sum	2,275.00	Lump Sum	2,275.00	Lump Sum	2,275.00	Lump Sum	3,000.00		
17	OLD INLAND EMPIRE HIGHWAY GUARDRAIL REPAIR	L.S.	L.S.	Lump Sum	2,500.00	Lump Sum	2,675.00	Lump Sum	9,360.00	Lump Sum	9,360.00	Lump Sum	9,360.00	Lump Sum	9,360.00	Lump Sum	4,500.00		
18	CR-397 GUARDRAIL INSTALLATION	L.S.	L.S.	Lump Sum	7,500.00	Lump Sum	8,790.00	Lump Sum	13,000.00	Lump Sum	13,000.00	Lump Sum	13,000.00	Lump Sum	13,000.00	Lump Sum	10,000.00		
	SUBTOTAL MISCELLANEOUS GUARDRAIL				15,000.00		16,300.00		26,910.00		26,910.00		26,910.00		26,910.00		20,500.00		
GRAND TOTAL BID					111,555.00		134,740.95		152,843.16		152,843.16		106,840.00		106,840.00				

RESOLUTION

m

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: C.E. 1722 CRP, WEBBER CANYON ROAD RAILROAD UNDERCROSSING;

WHEREAS, a Local Agency Agreement, Federal Aid Project Prospectus, and Environmental Classification Summary has been prepared for construction funding for CE 1722 CRP Webber Canyon Road Railroad Undercrossing; NOW, THEREFORE,

BE IT RESOLVED, that the Chairman is authorized to sign said Agreement, Prospectus and Environmental Classification Summary on behalf of Benton County.

Dated this 30th day of March, 2009.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

Member.

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

RBD:BLT:dlh



Federal Aid Project Number	Prefix HHP-0082-(007)	Route A031	() (002)	Date	03-30-2009
Local Agency Project Number	(WSDOT Use Only)			Federal Employer Tax ID Number	91-6001296

Agency BENTON COUNTY	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other				
Project Title BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE	Start Latitude N46°14'59"	Start Longitude W119°28'33"			
Project Termini From RAILROAD UNDERCROSSING ONLY	To				
From: NA To: NA	Length of Project NA	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad			
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number NA	County Number 03	County Name BENTON	WSDOT Region South Central Region	
Congressional District 4TH	Legislative Districts 16TH	Urban Area Number NA	TMA / MPO / RTPO BFCG		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
RW					
Const.	\$2,096,270	\$0	\$2,096,270	04	2009
Total	\$2,096,270	\$0	\$2,096,270		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width NONE	Number of Lanes NONE
-----------------------	-------------------------

Proposed railroad undercrossing is new alignment. No existing road or structure exist at this location. Existing railroad bed is composed of fill.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Proposed work consists of construction of a railroad undercrossing structure. Construction materials will consist of prestressed concrete units, precast concrete pile caps, and steel piling. Construction will only include, piling, pile caps, and superstructure. Roadway excavation under the structure will be completed in the next phase.

Local Agency Contact Person Ross B. Dunfee	Title Benton County Engineer/Public Works Director	Phone 509-786-5611
Mailing Address P. O. BOX 1001	City PROSSER	State WA
		Zip Code 99350

By _____

Project Prospectus Approval _____ Approving Authority

Title Chairman, Benton County Comm, _____ Date _____

Agency BENTON COUNTY	Project Title BNSF RAILWAY OVER WEBBER CANYON	Date 03-30-2009
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input checked="" type="checkbox"/> Bridge	NA	NA

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Rural	<input type="checkbox"/> Urban <input type="checkbox"/> Rural
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	NA	
Design Speed	NA	
Existing ADT	NA	
Design Year ADT	NA	
Design Year	NA	
Design Hourly Volume (DHV)	NA	

Performance of Work		
Preliminary Engineering Will Be Performed By CONSULTANT - COMPLETED	Others 100 %	Agency %
Construction Will Be Performed By BURLINGTON NORTHERN SANTA FE RAILROAD	Contract 100 %	Agency %

Environmental Classification	
<input checked="" type="checkbox"/> Final <input type="checkbox"/> Preliminary	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

A Local Agency Environmental Classification Summary has already been completed and approved for the Webber Canyon Road Realignment, which included this structure. Due to cost the project was broken up into phases. The majority of the road project was Phase I, The Railroad Bridge Structure was Phase 2, and the Roads in Kiona connecting to the new alignment were included in Phase 3. A SEPA Checklist determined the project was Non-Significant. The Local Agency Environmental Classification Summary was signed and dated August 15, 2006.

Agency BENTON COUNTY	Project Title BNSF RAILWAY OVER WEBBER CANYON	Date 03-30-2009
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 There are no utilities to be relocated within this phase of the project. The BNSF Railroad personal will be constructing the railroad bridge.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks
 The original application for funding was made under the title of: IMPLEMENTING RED MOUNTAIN AREA VISION TRANSPORTATION PLAN of which there were 6 distinct phases. Phase 4 of that plan has now been divided into 3 Phases due to funding constraints:
 Phase 1 of that project was the reconstruction of 3.5 miles of Webber Canyon Road.(CURRENTLY
 Phase 2 of that project was the BNSF Railroad Underpass.
 Phase 3 was the Kiona Roads that will connect the existing Webber Canyon with the new alignment and underpass.
 This Project Prospectus is for Phase 2 of the Original Phase 4.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency BENTON COUNTY

Date _____

By _____
 Mayor/Chairperson

Local Agency Agreement

Agency BENTON COUNTY
Address P.O. BOX 1001
PROSSER, WA 99350

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE Length NA
 Termini RAILROAD STRUCTURE FOR UNDERCROSSING ONLY

Description of Work

Proposed work consists of construction of a railroad undercrossing structure. Construction materials will consist of prestressed concrete units, precast concrete pile caps, and steel piling. Minimal excavation will be required. The remainder of the earthwork excavation and construction of the road under the structure will be included in Phase 3, which consists of the Kiona Roads and the connecting Webber Canyon Road.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
_____ % a. Agency			
b. Other			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)			
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other BNSF RAILROAD	1,849,330.00		1,849,330.00
m. Other			
n. Other			
100 % Federal Aid Participation Ratio for CN o. Agency	241,940.00		241,940.00
p. State	5,000.00		5,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	2,096,270.00		2,096,270.00
r. Total Project Cost Estimate (e+j+q)	2,096,270.00		2,096,270.00

Agency Official

Washington State Department of Transportation

By _____

By _____

Title CHAIRMAN, BOARD OF BENTON COUNTY

Assistant Secretary for Highways and Local Programs

COMMISSIONERS

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for such classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Assistant Secretary for Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government, or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions



Part 1 Project Description			
Federal Aid Project Number STPR	Route A031 (002)	Date 3/30/2009	Intent of Submittal <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate
Agency BENTON COUNTY		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE (PHASE 2)			
Beginning MP <u>NA</u>	Townships <u>19</u>		
Ending MP <u>NA</u>	Ranges <u>9</u>		
Miles <u>NA</u>	Sections <u>27</u>		
County BENTON COUNTY			
Project Description - Describe the proposed project, including the purpose and need for the project. Proposed work consists of construction of a railroad undercrossing structure. Construction materials will consist of prestressed concrete units, precast concrete pile caps, and steel piling. Construction will only include, piling, pile caps, and superstructure. Roadway excavation under the structure will be completed in the next phase.			

Part 2 Environmental Classification	
<p align="center">NEPA</p> <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) CE Type (from 23 CFR 771.117) _____ <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE) (LAG 24.22) <input type="checkbox"/> Programmatic CE MOU <input type="checkbox"/> Class III - Environmental Assessment (EA)	<p align="center">SEPA</p> <input type="checkbox"/> Categorically exempt per WAC 197-11-800 <input checked="" type="checkbox"/> Determination of Non-Significance (DNS) <input type="checkbox"/> Environmental Impact Statement (EIS) <input type="checkbox"/> Adoption <input type="checkbox"/> Addendum <input type="checkbox"/> Supplemental (For informational purpose only)

NEPA Approval Signatures

_____	_____
Local Agency Approving Authority	Date
_____	_____
Regional Local Programs Engineer	Date
_____	_____
Highways and Local Programs Environmental Engineer	Date
_____	_____
Federal Highway Administration	Date

Completed By (Print Official's Name) BRYAN THORP	Telephone (include area code) 509-786-5611	Fax (include area code) 509-786-5627
		E-mail bryan.thorp@co.benton.wa.us

Part 3 Permits and Approvals Required

Yes	No	Permit or Approval	Yes	No	Permit or Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Corps of Engineers <input type="checkbox"/> Sec. 10 <input type="checkbox"/> Sec. 404 <input type="checkbox"/> Nationwide Type <input type="checkbox"/> Individual Permit No. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Rights Permit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coast Guard Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Quality Certification - Sec. 401 Issued by _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Zone Management Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tribal Permit(s), (If any) _____ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Critical Area Ordinance (CAO) Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Permits (List): _____ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Forest Practice Act Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ROW Acquisition Required
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hydraulic Project Approval	<input type="checkbox"/>	<input type="checkbox"/>	Is relocation required?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Building or Site Development Permits	<input type="checkbox"/>	<input type="checkbox"/>	Is a detour required?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Clearing and Grading Permit			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Shoreline Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Waste Discharge Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	TESC Plans Completed			

Part 4 Environmental Considerations

Will the project involve work in or affect any of the following? Identify proposed mitigation. Attach additional pages or supplemental information if necessary.

1. Air Quality - Identify any anticipated air quality issues.

Is the project included in the Metropolitan Transportation Plan? Yes No

If Yes, date Metropolitan Transportation Plan was adopted. _____

Is the project located in an Air Quality Non-Attainment Area or Maintenance Area (for carbon monoxide, ozone, or PM10)? Yes No

Is the project exempt from Air Quality conformity requirements? Yes No

If yes, identify _____

2. Critical/Sensitive Areas - Identify any known Critical or Sensitive Areas as designated by local Growth Management Act ordinances.

a. Is this project within an Aquifer Recharge Area, Wellhead Protection Area, or Sole Source Aquifer? Yes No

If located within a sole source aquifer, is the project exempt from EPA approval? Yes No

If yes, please list exemption _____

If no, date of EPA approval _____

b. Is this project located in a Geologically Hazardous Area? Yes No

If so, please describe _____

c. Will this project impact Species/Habitat other than ESA listed species? Yes No

Explain your answer. _____

Is the project within Bald Eagle nesting territories, winter concentration areas or bald eagle communal roosts?

Will blasting, pile driving, concrete saw cutting, rock drilling, or rock scaling activities occur within one-mile of a bald eagle nesting area? Yes No

Yes No

d. Are wetlands present within the project area? Yes No If Yes, estimated area of impact in acre(s): _____
(Please attach a copy of the proposed mitigation plan)

Part 4 Environmental Considerations - Continued

3. Cultural Resources/Historic Structures - Identify any historic, archaeological, or cultural resources present with the project's area of potential effects.

Does the project fit into any of the exempt types of projects listed in LAG Sect. 24.8? Yes No

If Yes, note exemption below.

If No: Date of DAHP concurrence _____

Date of Tribal consultation(s) (if applicable) _____

Adverse affects on cultural/historic resources? Yes No

If Yes, date of approved Section 106 MOA _____

4. Flood Plains or Ways

Is the project located in a 100-year flood plain? Yes No

If yes, is the project located in a 100-year floodway? Yes No

Will the project impact a 100-year flood plain? Yes No (If Yes, describe impacts.)

5. Hazardous and Problem Waste - Identify potential sources and type.

Does this project require excavation below the existing ground surface? Yes No

Is this site located in an undeveloped area (i.e., no buildings, parking or storage areas, and agriculture (other than grazing), based on historical research? Yes No

Is this project located within a one-mile radius of a site of a Confirmed or Suspected Contaminated Sites List (CSCSL) maintained by Department of Ecology? Yes No

Is this project located within a 1/2-mile radius of a site or sites listed on any of the following Department of Ecology Databases?

- Voluntary Cleanup Program (VCP)
- Underground Storage Tank (UST)
- Leaking Underground Storage Tank (LUST)

Has site reconnaissance (windshield survey) been performed? Yes No

If so identify any properties not identified in the database search that may affect the project (name, address and property use).

Based on the information above and project specific activities, is there a potential for the project to generate contaminated soils and/or groundwater? Yes No

If yes, explain:

If you answered yes to any of the questions in Section 5. Hazardous/Waste, contact your Region LPE for assistance before continuing with this form.

Part 4 Environmental Considerations - Continued

6. Noise

- Does this project involve constructing a new roadway? Yes No
- Is there a change in the vertical or horizontal alignment of the existing roadway? Yes No
- Does this project increase the number of through traffic lanes on an existing roadway? Yes No
- Is there change in the topography? Yes No
- Are auxiliary lanes extending 1-1/2 miles or longer being constructed as part of this project? Yes No

If you answered yes to any of the preceding questions, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. (Please attach a copy of the noise analysis.)

There are no sensitive receptors located within the project area.

If impacts are identified, describe proposed mitigation measures.

None

7. Parks, Recreation Areas, Wildlife Refuges, Historic Properties, Wild and Scenic Rivers/Scenic Byways, or 4 (f)/6 (f).

a. 4(f) Please Identify any properties within the project limits and areas of impacts.

None

b. 6(f) Please Identify any properties within the project limits and areas of impact.

None

c. Please list wild scenic rivers and scenic byways.

None

8. Resource Lands - Identify any of the following resource lands within 300 feet of the project limits and those otherwise impacted by the project.

a. Agricultural Lands Yes No

Describe Impacts

The area being utilized for this project all lies within the Burlington Northern Santa Fe Railroad Right of Way.

If present, is resource considered to be prime and unique farmland? Yes No

If Yes, date of approval from Natural Resources Conservation Service (NRCS) _____

b. Forest/Timber Yes No

Describe Impacts

c. Mineral Yes No

Describe Impacts

Part 4 Environmental Considerations - Continued

9. Rivers, Streams (Continuous, Intermittent), or Tidal Waters

a. Identify all waterbodies within 300 feet of the project limits or that will otherwise be impacted.

Fisheries WA Stream No. None
(if known)

Ecology 303d Report No. _____

Reason for 303d listing _____

Date of Report _____

Waterbody common name _____

b. Identify stream crossing structures by type.

None

c. Water Resource Inventory Area (WRIA) No. & Name _____

10. Tribal Lands - Identify whether the project will impact any Tribal lands. (This includes reservation, trust and fee lands.)

None

11. Visual Quality

Will the project impact roadside classification or visual aspects? Yes No (If Yes, identify the impacts.)
(Such as aesthetics, light, glare and night sky impacts.)

None

12. Water Quality/Storm Water

Has NPDES municipal general permit been issued for this WRIA? Yes No

Amount of existing impervious surface within project limits: 0

Net new impervious surface to be created as a result of project: 0

Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's western or eastern Washington stormwater manuals, or a local agency equivalent manual? Yes No

If no, explain proposed water quality/quantity treatment for new and any existing impervious surface associated with proposed project.

This project consists of only building a n underpass structure. Only a small amount of material will be excavated at this time. The remaining excavation and impervious pavement will be addressed in Phase 3 when the roads are built.

Part 4 Environmental Considerations - Continued

13. Commitments

a. **Environmental** Describe existing environmental commitments that may affect or be impacted by the project:
(For example, previous mitigation that may have been constructed within the project limits.)

None

b. Long-Term Maintenance Commitments

Are long-term maintenance commitments necessary for this project above and beyond normal on-going maintenance? Yes No If so, please identify.

All county roads and associated bridges have future maintenance by Benton County, which consists of weed control, crack control, surface reconditioning, and snow and ice removal throughout the years of use.

14. Environmental Justice

Does the project meet any of the exemptions, as noted in LAG Section 24.10.101? Yes No (If Yes, Please note exemption and appropriate justification in the space below.)

Based on the 2000 census data, Hispanic minorities make up approximately 13% of the Kiona population. This project only consists of the construction of the bridge. There will be no disproportionately high impact to minority populations and no families where dislocated.

If no, are minority and/or low income populations located within the limits of the project's potential impacts?

Yes No (If no, attach appropriate data to support finding.)

If yes, describe impacts and attach appropriate supporting documentation.

Part 5 Biological Assessment and EFH Evaluations

1. Are there any listed or proposed species and/or designated or proposed critical habitat located within the proposed project's action area? Yes No (Please attach species listings.)

Affected ESA Listed Species	2. Will any construction work occur within 0.5 miles of any of the following:	3. Does the project involve blasting, pile driving, concrete sawing, rock drilling, or rock scaling activities within 1 mile of any of the following?
Spotted owl management circles or designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Marbled murrelet nest or occupied stand, or designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Western snowy plover designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Listed Marine Mammal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Canada lynx habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Gray wolf habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grizzly bear habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Brown pelican night roosts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Woodland caribou habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A mature coniferous or mixed fixed forest stand?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part 5 Biological Assessment and EFH Evaluations - Continued

- | | |
|---|---|
| 4. Will the project involve any in-water work? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Will any construction work occur within 300 feet of any permanent or intermittent waterbody, which either supports or drains into a listed fish supporting waterbody? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Will any construction work occur within 300 feet of any wetland, pond, or lake that is connected to any permanent or intermittent waterbody? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8. Will the project affect the water regime of, or utilize any water from a waterbody, which supports or drains into a listed fish supporting waterbody; or any wetland, pond, or lake? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 9. Will construction work occur outside the existing pavement? If Yes, go to 9a. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 9a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling, or modifications of vegetation or tree cutting? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Are there any Federal threatened, endangered, proposed or candidate plant species located within the project limits?
(If so, please attach a list of plant species within the action area) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Determination

If each of the questions in the preceding section resulted in a "no" response or if any of the questions were checked "yes", but adequate justification can be provided to support a "no effect" determination, then check "No effect" below. If this checklist cannot be used for ESA Section 7 compliance (i.e., adequate justification cannot be provided or a "may affect" determination is anticipated), a separate biological assessment document is required.

	NOAA Fisheries	USFWS
<input checked="" type="checkbox"/> No Effect	_____	_____
<input type="checkbox"/> NLTAA Date of Concurrence	_____	_____
<input type="checkbox"/> LTAA Date BO Issued	_____	_____
Date of First 6 Mo. Update	_____	_____
Essential Fish Habitat Determination:		
<input checked="" type="checkbox"/> No Adverse Effect		
<input type="checkbox"/> Adverse Effect. Date of NOAA Concurrence	_____	

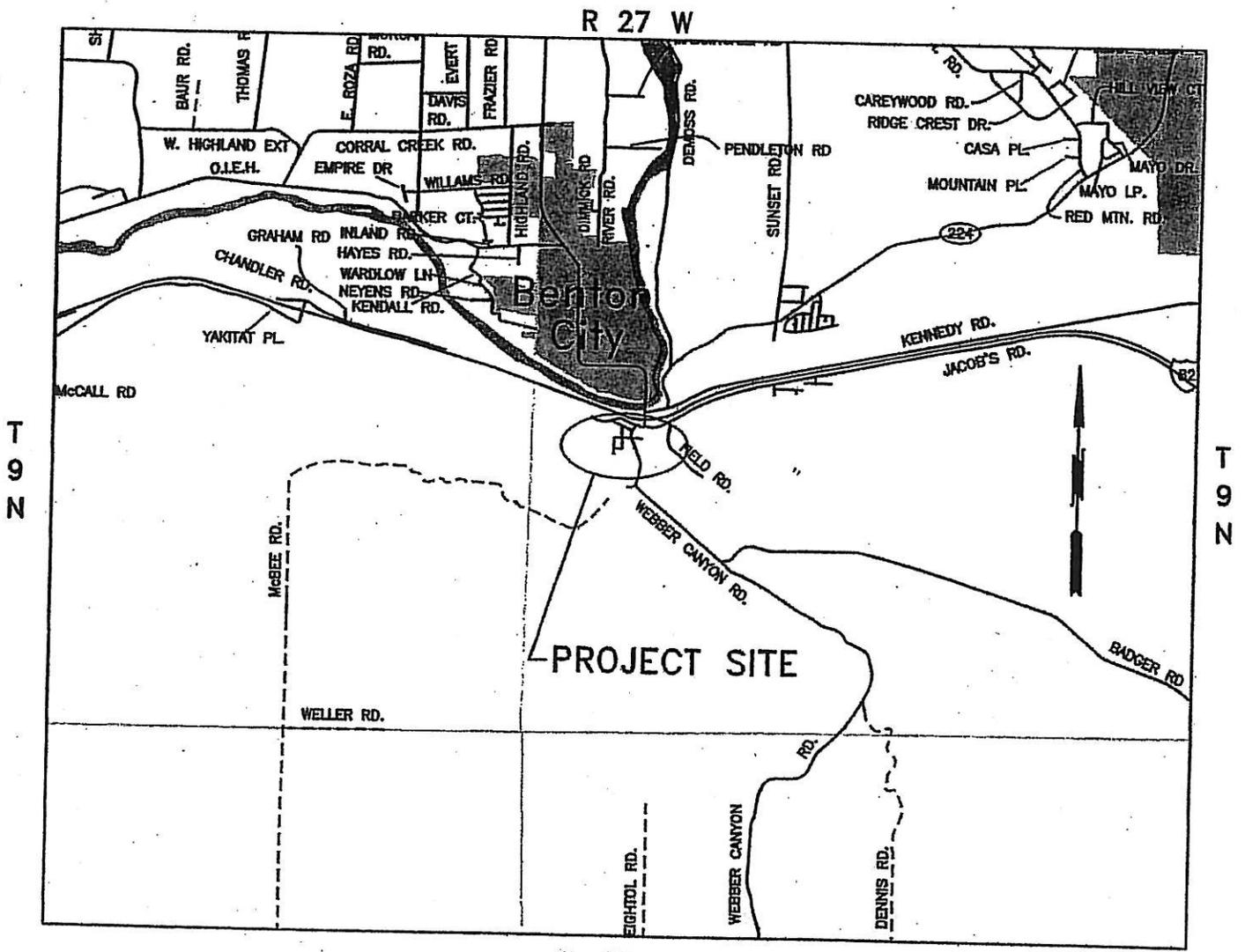
Analysis for No Effects Determination (Required if any item in Section 5 was checked Yes). (Please attach additional sheets if needed.)

The proposed project is not expected to have any effect on endangered or threatened listed species. There is currently a railroad track and the project will be completed within railroad right of way.

Part 6 FHWA Comments

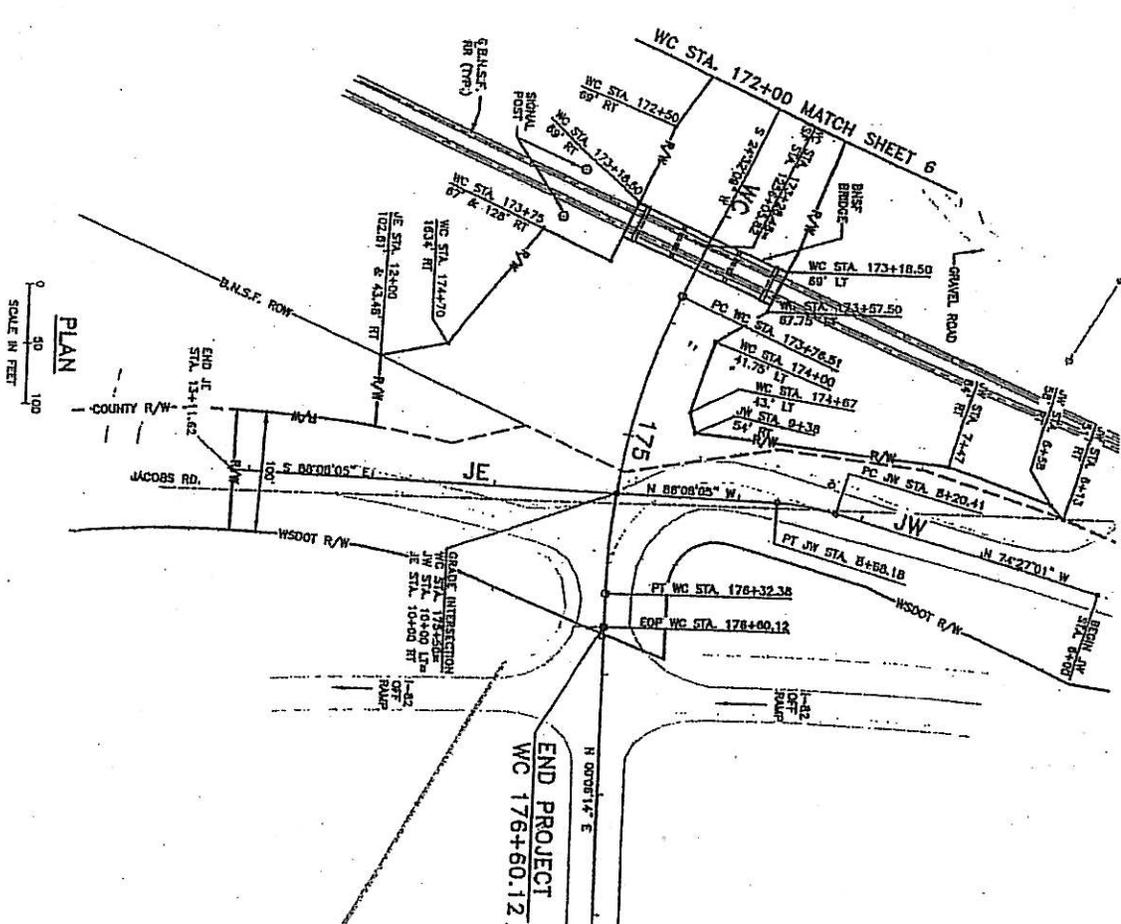
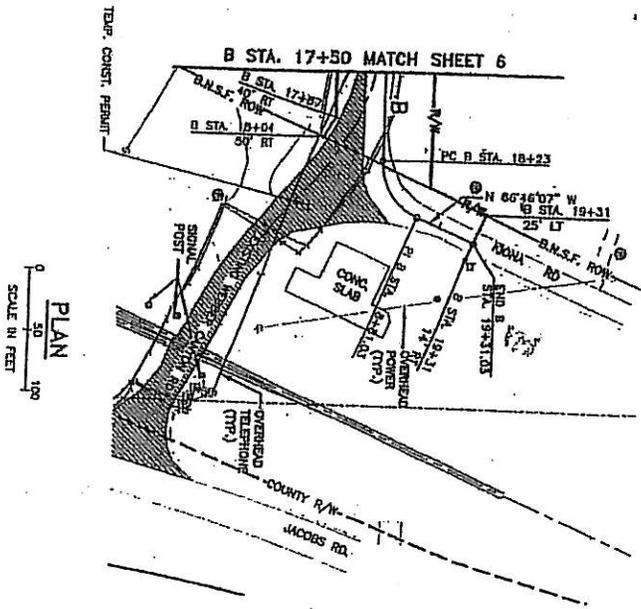
Use Supplement Sheet if additional space is required to complete this section.

BENTON COUNTY
BNSF RAILWAY OVER
WEBBER CANYON ROAD
STRUCTURE
PROJECT NO. CE 1722 CRP



R 27 E
VICINITY MAP

CURVE DATA					
PI STATION	DELTA	RADIUS	TANGENT	LENGTH	SUPER
B STA. 18+44.78	68°29'48"	50	32.78	58.03	2%
WC STA. 173+00.41	92°25'54"	600	129.50	228.15	2%
JW STA. 8+44.41	15°41'04"	200	24.00	47.77	2%



I. 9 N. R. 27 E., W.M.

<p>BENTON COUNTY ROAD DEPARTMENT</p>	<p>WEBBER CANYON ROAD UNDERPASS BNSF RAILWAY ROADWAY</p>	<p>G.E.S. Consulting Engineering Services 2711 13th Avenue SW Fargo, ND 58103 701.785.1211 Fax: 701.785.1211</p>	<p>PREPARED UNDER THE DIRECTION OF & APPROVED BY:</p> <p>DAVID L. DUNCAN ENGINEER</p>	<p>DATE THIS WORKING DRAWING 1-2005 1-800-441-4125</p>	<p>ALL UNDESIGNED UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THESE UTILITIES AND STRUCTURES SHALL BE DETERMINED BY FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR CONSTRUCTION.</p>
			<p>DATE: 2/05</p> <p>SCALE: AS SHOWN</p> <p>REVISION:</p>	<p>DATE: 2/05</p> <p>SCALE: AS SHOWN</p> <p>REVISION:</p>	<p>ALIGNMENT PLAN A2</p>

Description of proposal: The reconstruction and realignment of Weber Canyon Road to an all weather standard roadway .

Proponent Benton County Department of Public Works
P O Box 1001
Prosser, WA 99350

File No. EA 99-25

Location of proposal: The project site is located South of the Kiona area and runs Southeast within Sections 19, 28, 29, 30, and 33, of Township 9 North, Range 27 East, W.M., all in Benton County, WA. The project is 3.351 miles in length.

Lead agency BENTON COUNTY

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

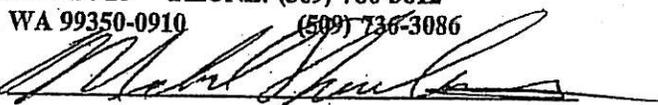
- There is no comment period for this DNS.
 This mitigated determination of nonsignificance is issued under WAC 197.11.350(3); the specific mitigation measures which will eliminate significant adverse environmental impacts are: _____

- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by July 14, 1999.

Responsible Official

TERRY A. MARDEN, Director
Benton County Planning & Building Dept.
Post Office Box 910 PHONE: (509) 786-5612
Prosser, WA 99350-0910 (509) 736-3086

Date June 30, 1999

Signature 

You may appeal this determination to **TERRY A. MARDEN**, at Post Office Box 910, Prosser, WA 99350, no later than _____ by **Written notice**.

You should be prepared to make specific factual objections. Contact the planning department to read or ask about the procedures for SEPA appeals.

- There is no agency appeal.

DISTRIBUTION:

Applicant
News Media (Encl. map or plot plan)
Benton County Building Office
Department of Natural Resources - Sheryl Beck*
Department of Natural Resources - David Dietzman *
Benton County Clean Air Authority*
Benton County Public Works*
Benton-Franklin Dist. Health Department -Kennewick*
Department of Transportation*
Washington State Department of Health*
Department of Ecology - Olympia* Yakima*
Corps of Engineers*
Yakima Indian Nation*
Fire District No. #1, #2, and #5*
Benton County Fire Marshal*
Prosser School District #116*
Kiona-Benton School District #52
Dept. of Fish and Wildlife*
Dept. of Reclamation*
City of Benton City*
Kennewick Irrigation District*

*Enclosures: Environmental Checklist with map or plot plan.

n

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PUBLIC ASSISTANCE GRANT AGREEMENT - EMERGENCY DISASTER ASSISTANCE FUNDS FOR THE SEVERE WINTER STORMS EVENT

WHEREAS, Presidential Disaster Declaration #FEMA-1825-DR-WA provides funds for the repair or restoration of damaged public facilities; and

WHEREAS, a Public Assistance Grant Agreement will be required for said funding; NOW, THEREFORE,

BE IT RESOLVED that the Public Assistance Grant Agreement by and hereby is approved, and the Chairman is authorized to sign the Face Sheet on behalf of Benton County.

Dated this 30th 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

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. Applicant Name and Address: Benton County		2. Total Project Amount: To be determined, based upon approved project worksheets		3. Grant Number: D09-469	
4. Applicant Agent, phone number: RÖSS B. Dunfee, P.E. (509)786-5611		5. Grant Start Date: March 2, 2009		6. Grant End Date: March 1, 2013	
7. MD Program Manager/phone number: Gerard Urbas, (253) 512-7402		8. Data Universal Numbering System (DUNS): 083738997		9. UBI # (state revenue): 035000971	
10. Funding Authority: Washington State Military Department (the "Department"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-1825-DR-WA		12. Program Index # 794YC/794YD 792YE		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
				14. TIN or SSN: 91-6001296	
15. Service Districts: (BY LEGISLATIVE DISTRICT): 8th & 16th (BY CONGRESSIONAL DISTRICT): 4th		16. Service Area by County(ies): Benton County		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-1825-DR-WA—Severe Winter Storm and Record and Near Record Snow: To provide funds to the Applicant for the repair or restoration of damaged public facilities as approved by the Federal Emergency Management Agency in project worksheets describing eligible scopes of work and associated funding, which are incorporated herein by this reference.					
IN WITNESS WHEREOF, the Department and Applicant acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet, Special Terms and Conditions, General Terms and Conditions, Federal and State Requirements and Assurances, and any other attachments or references govern the rights and obligations of both parties to this Grant Agreement.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
<ol style="list-style-type: none"> 1. Applicable Federal and State Statutes and Regulations 2. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s) 3. Special Terms and Conditions 4. General Terms and Conditions, and, 5. Other provisions of the contract incorporated by reference. 					
This Grant Agreement, including all attachments, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE APPLICANT:		
Signature _____ Date _____ James M. Mullen, Director Emergency Management Division Washington State Military Department			Signature _____ Date _____ print or type name: MAX E. BENITZ, JR. Chairman, Board of County Commissioners APPROVED AS TO FORM:		
APPROVED AS TO FORM: Sara J. Finlay (signature on file) 2/6/2009 Assistant Attorney General			Applicant's Legal Review _____ Date _____		

Form 10/27/00 kdb

ARTICLE I – COMPENSATION SCHEDULE

SPECIAL TERMS AND CONDITIONS

FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program and reimburse approved eligible Public Assistance costs to the APPLICANT that are identified under the auspices of Presidential Emergency Declaration Number FEMA-1825-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations. It is understood that no final dollar figure is committed to at the time that this Grant Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials. See Attachment #1-Project Worksheet sample.

Pursuant to the FEMA-STATE AGREEMENT, the Federal Emergency Management Agency (FEMA) will contribute 75 percent of the eligible costs for any eligible project and 100 percent of the administrative costs, as provided for in subsection 3.D. of Article I. The APPLICANT will commit to the remaining 25 percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-1825-DR-WA, subject to the following exception:

Donated Resources: FEMA will credit an APPLICANT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work – categories A and B, referred to as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets. For non-state agency applicants, the donated resource value will first be applied to the APPLICANT's non-federal share, and any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources are calculated as described in FEMA Policy 9525.2, and are capped at the non-Federal share of approved eligible emergency work costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work costs, for the same APPLICANT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible APPLICANT, or toward other State obligations.

See Attachment #1 – Project Worksheet sample.

GRANT AGREEMENT PERIOD

Activities payable under this Grant Agreement and to be performed by the APPLICANT under this Grant Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA-State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the APPLICANT in compliance with the Washington State Public Assistance Applicant Manual procedures as follows:

- A. Small Project Payments: Payments are made for all small projects to the APPLICANT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- B. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the APPLICANT upon submission by the APPLICANT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

- C. Improved Projects: Payments on improved projects will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- D. Final Payment: Final Payment on a large project will be made following submission by the APPLICANT of a certification of completion on the STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- E. The APPLICANT is eligible to receive \$100 for federal indirect costs, upon completion and closure of the disaster grant. Documentation of costs involved with attending applicant briefing, kick off meeting, and the exit meeting should be retained in the APPLICANT's files to support federal indirect cost reimbursement.
- F. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the APPLICANT's account.
- G. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA 1825-DR-WA.
- H. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the APPLICANT. Payment will be transferred by journal voucher to Agency No. [REDACTED] Accounting Fund No. [REDACTED].

ARTICLE II - DOCUMENTATION

The APPLICANT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

ARTICLE III - QUARTERLY REPORTS

The APPLICANT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the APPLICANT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the APPLICANT until a complete quarterly report is received by the DEPARTMENT.

ARTICLE IV - TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the APPLICANT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutor approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

A time extension request must be in writing and identify the project worksheet number, the reason the project has not been completed within the prior approved completion period, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner will result in denial of the time extension and loss of funding for the related project.

ARTICLE V - CLOSE-OUT

The APPLICANT is required to certify in writing, by Project Worksheet Number, the project completion of the small projects. To initiate close-out

the large projects, the APPLICANT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the aimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the APPLICANT for release of the remaining funds due to the applicant for eligible costs, including any retainage previously withheld.

ARTICLE VI – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

APPLICANT:

Name: ROSS B. DUNFEE, P.E.
Title: Director/County Engineer

E-mail address: ross.dunfee@co.benton.wa.us
Phone Number: 509-786-5611

DEPARTMENT:

Staff name: **Gerard Urbas**
Title: Deputy State Coordinating Officer
Public Assistance
E-Mail: g.urbas@emd.wa.gov
Phone Number: **(253) 512-7402**

ARTICLE VII - ADMINISTRATIVE REQUIREMENTS

- A. The APPLICANT shall comply with the following OMB Circulars as applicable to their organization:
- Cost Principles
 - OMB Circular A-87, as revised, Cost Principles for State, Local and Indian Tribal Governments. OMB Circular A-87 and program regulations will be used to determine costs for nonprofit hospitals funded under FEMA grants.
 - OMB Circular A-21, as revised, Cost Principles for Educational Institutions
 - OMB Circular A-122, as revised, Cost Principles for Non-Profit Organizations
 - Administrative Requirements
 - OMB A-102, as revised, Grants and Cooperative Agreements with State and Local Governments
 - OMB A-110, as revised, Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
 - Audit Requirements
 - OMB A-133, as revised, Audits of States, Local Governments, and Non-Profit Organizations
- B. The APPLICANT will comply with the federal regulations in 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, and 206, and the state requirements in the Washington State Public Assistance Applicant Manual, dated March 2009.
- C. Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA 1825-DR-WA, the DEPARTMENT is reimbursing the APPLICANT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period December 12, 2008 to January 5, 2009. Eligible costs and activities will be identified in Project Worksheets approved by FEMA.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Assistance Grants

A.1 **DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- a. **"Department"** shall mean the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"Applicant"** shall mean a state agency, local government, tribal government, special purpose district, or an eligible private nonprofit organization submitting an application to the Governor's Authorized Representative for disaster recovery assistance.
- c. **"Applicant Agent"** shall mean the official representative and alternate designated or appointed by the Applicant and authorized to make decisions on behalf of the Applicant.
- d. **"Grantee"** shall mean the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. **"Monitoring Activities"** shall mean all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal rules, authorities or policies.
- d. **"Subgrantee"** shall mean the government or other eligible legal entity to which a subgrant is awarded and which is accountable to the Grantee for the use of the funds provided. The Subgrantee and Applicant are one and the same.
- e. **"Project"** shall mean those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- f. **"PL"** – is defined and used herein to mean the Public Law.
- g. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
- h. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
- i. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
- j. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 **RECORDS AND REPORTS**

- a. The APPLICANT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the APPLICANT's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement.
- b. The APPLICANT's records related to this Grant Agreement and the projects funded hereunder may be inspected by the DEPARTMENT or the Director, or their designees, by designees of the Office of the State Auditor, the Federal Emergency Management Agency or their designees, or the Comptroller General of the United States or their designees or by other federal officials authorized by law, for the purposes of determining compliance by the APPLICANT with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the subject Grant Agreement.
- c. The records shall be made available by the APPLICANT together with suitable space for such inspection at any and all times during the APPLICANT's normal working day.
- d. The APPLICANT shall retain all records and allow access related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.3 **WAIVERS**

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the

acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.4 AMENDMENTS AND MODIFICATIONS

The APPLICANT or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the DEPARTMENT and the APPLICANT.

A.5 TERMINATION AND OTHER REMEDIES

- a. If, through any cause, the APPLICANT shall fail to fulfill in a timely and proper manner its obligations under this Grant Agreement or if the APPLICANT shall violate any of its covenants, agreements, or stipulations of this Grant Agreement, the DEPARTMENT shall thereupon have the right to terminate this Grant Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the APPLICANT describing such default or violation.
- b. Notwithstanding any provisions of this Grant Agreement, either party may terminate this Grant Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c. Reimbursement for APPLICANT services performed, and not otherwise paid for by the DEPARTMENT prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
- d. The DEPARTMENT may unilaterally terminate all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement.

A.6 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The APPLICANT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

A.7 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the APPLICANT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the APPLICANT, its subcontractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the APPLICANT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the APPLICANT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the APPLICANT, or APPLICANT's agents or employees.

Insofar as the funding source, the Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.8 ACKNOWLEDGMENTS

The APPLICANT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

A.9 APPLICANT NOT EMPLOYEE

The APPLICANT, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The APPLICANT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the APPLICANT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the APPLICANT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.10 NONDISCRIMINATION

The APPLICANT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.11 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The APPLICANT is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The APPLICANT may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.12 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the APPLICANT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The APPLICANT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.13 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The APPLICANT, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.14 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any

ownership interest or title to such property of the APPLICANT. The APPLICANT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.15 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.16 RECAPTURE PROVISION

In the event the APPLICANT fails to expend funds in accordance with federal, state, or local law and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the APPLICANT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceeding to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.17 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which Public Assistance is provided under this Grant Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. The APPLICANT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.18 DUPLICATION OF BENEFITS

The APPLICANT agrees that the Public Assistance funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The APPLICANT will pursue full payment of eligible insurance benefits for properties covered in a project under this Grant Agreement. The APPLICANT will repay any Public Assistance that is duplicated by other benefits, funds, or insurance proceeds.

A.19 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.20 NOTICES

The APPLICANT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.21 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.22 RESPONSIBILITY FOR PROJECT

While the DEPARTMENT undertakes to assist the APPLICANT with the project by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the APPLICANT. The DEPARTMENT undertakes no responsibility to the APPLICANT, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phases are applicable to this project, is solely that of the APPLICANT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the APPLICANT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The APPLICANT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the APPLICANT in connection with the project. The APPLICANT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. §§ 5170b & 5173, and to the extent allowed by law, if debris removal is authorized, the APPLICANT agrees to indemnify and hold harmless the state of Washington and the United States of America for any claims arising from the removal of debris or wreckage for this disaster. The APPLICANT agrees that debris removal from public and private property will not occur until the landowner grants the APPLICANT the right to enter and signs an unconditional authorization for the removal of the debris.

A.23 HAZARDOUS SUBSTANCES

The APPLICANT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The APPLICANT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the APPLICANT has as to the presence of any hazardous substances at the proposed development/construction project site. The APPLICANT will be responsible for any associated clean-up costs as a result of the inspections. "Hazardous Substances" are defined in RCW 70.105D.020 (10).

A.24 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The APPLICANT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the APPLICANT's performance under this Grant Agreement.

To the extent allowed by law, the APPLICANT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the APPLICANT to so comply.

A.25 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

If federal funds are the basis for this Grant Agreement, the APPLICANT certifies that the APPLICANT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency. If requested by the DEPARTMENT, the APPLICANT shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the APPLICANT for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the APPLICANT agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs."

A.26 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal APPLICANTS expending financial assistance of \$500,000 or more in federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal APPLICANTS that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available at: <http://www.whitehouse.gov/omb/circulars/index.html>.

APPLICANTS required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement.

The APPLICANT has the responsibility of notifying the State Auditor's Office and requesting an audit. Costs of the audit are allowable grant expenditures if the grant has not been closed.

The APPLICANT shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients also maintain auditable records.

The APPLICANT is responsible for any audit exceptions incurred by its own organization or that of its subrecipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The APPLICANT must respond to DEPARTMENT requests for information or corrective action concerning audit issues within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the APPLICANT all disallowed costs resulting from the audit.

Once the single audit has been completed, the APPLICANT must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The APPLICANT must send the audit and the letter no later than nine (9) months after the end of the APPLICANT'S fiscal year(s) to:

**Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the APPLICANT must include a corrective action plan for any audit findings and a copy of the management letter, if one was received.

The APPLICANT shall include the above audit requirements in any subcontracts.

27 **PROJECT MANAGEMENT AND SUBGRANTEE MONITORING**

The DEPARTMENT and the APPLICANT must conduct and monitor grant activities to confirm compliance with applicable Federal requirements and the requirements and special conditions of an approved project.

The APPLICANT agrees to:

- a. Assist in the preparation and writing of the Project Worksheets.
- b. Comply with all funding conditions of an approved project.
- c. Provide financial documentation to support requests for payments.
- d. Maintain records and documentation that adequately identify and directly support a project's eligible costs to the approved project worksheet. Pro-rate or percentage costs are not eligible for reimbursement.
- e. Cooperate with and participate in any scheduled or unscheduled monitoring or evaluation activities conducted by the DEPARTMENT or FEMA that are pertinent to this Grant Agreement or an approved Project Worksheet.
- f. Provide the DEPARTMENT with all documentation required to complete evaluations of eligible costs, and provide additional documentation that the DEPARTMENT or FEMA may request as a result of a monitoring visit, review and other or further evaluation of supporting financial documentation and/or reports. If requested documentation is not provided, all costs associated with the project may be determined to be ineligible.
- g. Submit a request for time extension not later than two weeks before a project's deadline.
- h. Notify the DEPARTMENT and request and receive approval for an alternate project prior to beginning construction. Failure to do so may jeopardize funding approval.
- i. Notify the DEPARTMENT and request and receive approval for an improved project prior to starting construction. Failure to do so may jeopardize funding approval.
- k. Immediately notify the DEPARTMENT if hidden damages are discovered, a change order is required, or the scope of work changes in an approved project.
- l. Submit quarterly reports to the DEPARTMENT.

m. Submit project completion certifications as required for small, large, alternate, or improved projects.

The DEPARTMENT agrees to:

- a. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- b. Develop the APPLICANT's Project Worksheet(s) (PW) with FEMA and the APPLICANT's assistance based upon the eligible damages.
- c. Provide the APPLICANT with a copy of the approved Project Worksheet.
- d. Conduct site visits during a large project's construction.
- e. Regularly review the APPLICANT's financial documentation to confirm compliance with state and federal rules, authorities, and policies.
- f. Notify the APPLICANT when funding approval is received and issue payment per the process described in Article I, #3 – Payments of the Special Terms and Conditions. Large project final funding will include all costs determined to be eligible based upon the evaluation and review of the APPLICANT's financial documentation.
- g. Work with the APPLICANT to resolve any issues identified during the monitoring process.
- h. Review and respond appropriately to the APPLICANT's requests for time extensions and changes to an approved project.

A.28 SUBCONTRACTING

The APPLICANT shall use a competitive procurement process in the award of any contracts with contractors or subcontractors that are entered into under the original contract award. The procurement process followed shall be in accordance with Part 13 of 44 CFR, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the APPLICANT.

As required by Section 694 of the "Post-Katrina Emergency Management Reform Act" (P.L. 109-295) which amended section 307 of the Stafford Act, 42 U.S.C. 5150, contracts or agreements with private organizations, firms or individuals for debris clearance, distribution of supplies, reconstruction, and other major disaster assistance activities, shall be awarded to those organizations, firms and individuals residing or doing business primarily in the geographical area affected by the disaster, to the extent feasible and practicable. Such contracts or agreements with private organizations, firms, or individuals, not residing or doing business primarily in the geographical area affected by the declared disaster shall be justified in writing in the APPLICANT's contract file. Contracts in place prior to a declaration should be transitioned to such local organizations, firms or individuals unless the head of the APPLICANT organization determines that it is not feasible or practicable. This determination must be documented in the APPLICANT's contract file. The transition requirement should not be construed to require an APPLICANT to breach an existing contract.

All subcontracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 PUBLICITY

The APPLICANT agrees to submit to the DEPARTMENT all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The APPLICANT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The APPLICANT may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.30 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The APPLICANT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.31 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the APPLICANT.

A.32 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the APPLICANT's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT. However, the parties acknowledge that the DEPARTMENT, and state and local agencies as defined in RCW 42.56.010, are subject to RCW 42.56, the state Public Records Act.

A.33 LIMITATION OF AUTHORITY – Authorized Signature

Only the assigned Authorized Signature for the DEPARTMENT and the Authorized Signature or the assigned Applicant Agent or Alternate for the APPLICANT, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement.

Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both authorized persons. Additionally, only these persons will have the signature authority to sign payment requests, certification of project completion, time extension requests, and requests for changes to project status (including improved or alternate project status), and Statements of Documentation for large projects.

A.34 ASSURANCES

The APPLICANT certifies that:

- a. They have the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal and non-state shares of the project cost) to ensure proper planning, management and completion of the project described in approved Project Worksheets.
- b. They will give the awarding agency, the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- c. They will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. They will record the federal interest in the title of real property in accordance with FEMA directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure non-discrimination during the useful life of the project.
- d. They will comply with the requirements of the DEPARTMENT and FEMA with regard to the drafting, review and approval of construction plans and specifications, and awarding of construction contracts.
- e. They will provide and maintain competent and adequate engineering supervision at construction sites to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by either FEMA or the DEPARTMENT.
- f. They will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- g. They will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

- h. They will comply with the Intergovernmental Personnel Act of 1970, as amended (42 U.S.C. §§4701 et seq.) relating to prescribed personnel standards on a merit basis for programs funded under one of the 19 statutes or regulations specified in Appendix A of the federal Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- i. They will comply with all applicable state and federal statutes, regulations and executive order relating to nondiscrimination, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 U.S.C. 2000d) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (e) the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.); and (f) the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing. However, the requirements of Section 202 of Executive Order 11246, as amended, do not apply to a government contractor or subcontractor that is a religious corporation, association, educational institution or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- j. They will comply, or have already complied, as applicable, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (PL 91-646, 42 U.S.C. §§4601 et seq.) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- k. They will comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C §§1501 et seq. and §§7321 et seq.) which limit the political activities of certain employees whose principal employment activities are funded in whole or in part with federal funds.
- l. They will comply, as applicable, with labor and wage provisions related to certain federally-assisted contracts (e.g., the wage rate requirements in the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 et seq., the Copeland Anti-Kickback provisions in 40 U.S.C §3145 and 18 U.S.C §874, and the Contract Work Hours and Safety Standards in 40 U.S.C §§3701 et seq.).
- m. They will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
- n. They will comply, if applicable, with environmental standards prescribed pursuant to the following: (a) protection and enhancement of environmental quality pursuant to Executive Order (EO) 11514, as amended; (b) administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990, as amended; (d) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972 (P.L. 92-583), 16 U.S.C. §§1451 et seq., as amended; (f) Air Quality & Emission Limitations pursuant to 42 U.S.C. §§7401 et seq.; (g) the Safe Drinking Water Act of 1974 (PL 93-523), as amended; and, (h) the Endangered Species Act of 1973 (PL 93-205), as amended.
- o. They will comply, if applicable, with the Wild and Scenic Rivers Act (PL 90-542), 16 U.S.C. §§1271 et seq., as amended.
- p. They will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), 16 U.S.C. §470, as amended; EO 11593 (protection and enhancement of the cultural environment); and the Archaeological and Historic Preservation Act, 16 U.S.C. §§469 et seq., as amended.
- q. They will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. chapter 63) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
- r. They will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- s. They will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

- t. They will certify to the best of their knowledge and belief that the New Restrictions on Lobbying, 44 CFR Part 18, are complied with; i.e., that no federally appropriated funds have been paid or will be paid by or on behalf of the APPLICANT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the APPLICANT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and that, as applicable, the APPLICANT will require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subrecipients shall certify and disclose accordingly.

0

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: CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

WHEREAS, by resolution dated February 23, 2009, bid call was authorized for County Purchase of Card Lock Service for Gasoline and Diesel Fuel; and

WHEREAS, four bids were received; and

WHEREAS, after a review of each bid it was the opinion of the County Prosecuting Attorney's office that the bid proposal was not specific enough to determine what the county was seeking as a service provider and a rejection of all bids was recommended; and

WHEREAS, the County Engineer recommends rejection of all bids, a new bid proposal be prepared, and a call for bids be advertised; NOW, THEREFORE,

BE IT RESOLVED the four bids submitted for the County Purchase of Card Lock Service for Gasoline and Diesel Fuel be hereby rejected; and

BE IT FURTHER RESOLVED the County Engineer is authorized to prepare a new bid proposal and a call bids be advertised for the business of supplying Benton County with Card Lock Service for Gasoline and Diesel Fuel.

Dated this 30th 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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 30, 2009</u>	Execute Agreement	<u> </u>
Subject: <u>Rejection of Bid</u>	Pass Resolution	<u>XXX</u>
Prepared by: <u>dlh</u>	Pass Ordinance	<u> </u>
Reviewed by: <u>LJM</u>	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u>XX</u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

On March 10, 2009, Benton County Public Works opened bids for countywide Card Lock Services for Gasoline and Diesel Fuel. There were four bids received. In reviewing the bids, it was the opinion of the County Prosecuting Attorney's office that the bid proposal was not specific enough to determine exactly what the county was seeking as a service provider. The following items need to be considered as part of the decision process prior to award of the bid:

1. Close proximity of fueling sites to the Justice Center and the County Shop in Kennewick and to the Courthouse and County Shop in Prosser. Travel time to and from fueling locations is a cost to the county and needs to be considered;
2. Safe ingress and egress from fueling sites onto highways and roadways for automobiles, pickups, and large trucks;
3. Adequate lighting and other services available (ie. restrooms) at fuel sites.

Since the above list of items was not part of the bid proposal, a fair analysis of the bids could not be given. Therefore, all bids should be rejected. A new bid proposal should be prepared and a new call for bids be advertised.

SUMMARY

All bids should be rejected and a new bid proposal prepared and a call for bids advertised.

RECOMMENDATION

Approve the resolution rejecting all bids opened on March 10, 2009.

Approved the resolution authorizing a call for bids.

FISCAL IMPACT

None

MOTION

Approve the rejection of bids. Authorize a call for bids.

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EXTENSION OF CONTRACT FOR CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

WHEREAS, by resolution dated March 15, 2004, the Contract for the Purchase of Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., Kennewick, Washington, was executed; and

WHEREAS, Appendix A of said contract allows for renewal of the contract for four additional one-year periods ; and

WHEREAS, the final renewal of the contract expires on March 31, 2009 and no new contract is yet in place; NOW, THEREFORE,

BE IT RESOLVED that the Contract for Card Lock Service for Gasoline and Diesel Fuel with Wondrack Distributing, Inc., be extended for a three month term, from April 1, 2009 through June 30, 2009; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign a letter of agreement to extend said contract.

Dated this 30th 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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 30, 2009</u>	Execute Agreement _____	Consent Agenda <u>XX</u>
Subject: <u>Letter of Agreement</u>	Pass Resolution _____	Public Hearing _____
<u>Extension</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>dlh</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>LJM</u>	Other <u>Sign Letter of Agreement</u>	Other _____

BACKGROUND INFORMATION

On March 15, 2004, Benton County executed a contract for card lock service for gasoline and diesel fuel with Wondrack Distributing, Tri-Cities. As specified in Item 10 of Appendix A to said contract, the contract may be renewed for an additional one-year contract period up to 4 additional one year renewals. This contract will expire on March 31, 2009. With the rejection of recently opened bids for Card Lock Service, it is imperative that fueling operations continue until a new contract is in place. A letter of agreement between Wondrack Distributing, Inc. and Benton County has been prepared to extend the contract period for an additional three (3) month term from April 1 through June 30, 2009.

SUMMARY

The Benton County Engineer has prepared a Letter of Agreement to extend the current contract for an additional three (3) month term from April 1 through June 30, 2009 (copy attached).

RECOMMENDATION

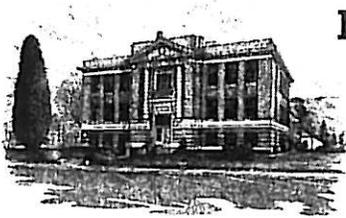
Approve the resolution authorizing the Chairman of the Board of Commissioners to sign the Letter of Agreement extending the current fuel contract with Wondrack Distributing for a three (3) month term, from April 1, 2009 to June 30, 2009.

FISCAL IMPACT

None

MOTION

Approve extension of the current contract for a three (3) month term from April 1 through June 30, 2009, and authorize the Chairman to sign the Letter of Agreement.



**Board of County Commissioners
BENTON COUNTY**

P.O. Box 190 • Prosser, WA 99350-0190
Phone (509) 786-5600 or (509) 736-3080
Fax (509) 786-5625

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James R. Beaver
District 3

March 30, 2009

Chuck Vannoy, Fuel Manager
WONDRACK DISTRIBUTING INC.
P O Box 2775
Kennewick, WA 99336

RE: Card Lock Service
Gasoline and Diesel Fuel

This letter is written to extend the contract with Wondrack Distributing, Inc., for Card Lock Service for Gasoline and Diesel Fuel.

Per the terms of the contract for card lock service for gasoline and diesel fuel, Benton County agrees that the contract be extended for an additional three (3) month term, effective April 1, 2009 through June 30, 2009.

By signing below, Wondrack Distributing, Inc., agrees to extending the contract for the three (3) month term. If this is acceptable to you, please sign and return this letter within one week.

Thank you for your consideration in this matter.

Max E. Benitz, Jr., Chairman
Board of County Commissioners

FOR WONDRACK DISTRIBUTING, INC.,

Signature

Date

RESOLUTION

9.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CUSTODY
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.200	1813	Custody Lieutenant	\$49,015	523.610	1145	Registered Nurse	\$49,015
523.200	2102	Social Security	\$3,751	523.610	2102	Social Security	\$3,751
523.200	2103	Medical Insurance	\$6,840	523.610	2103	Medical Insurance	\$6,840
523.200	2104	Retirement	\$2,315	523.610	2104	Retirement	\$2,315
TOTAL			\$61,921	TOTAL			\$61,921

Explanation:

The following line item transfer is needed to fund a full time all benefits paid Registered Nurse position which is needed after the reorganization of the Medical Division within the Jail. The funding of this position will be from not filling a Correction Lieutenant who served as the Administrative Lieutenant to the Jail due to the Lieutenants appointment as the Medical Captain (Medical Nurse Manager). The restructure of the Medical Division will allow for adequate management and medical staffing.

Prepared by: Julie Thompson Date: 24-Mar-2009

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 30, 2009 Subject: Contract Signature Prepared By: J.Thompson Reviewed By:	Execute Contract <u> X </u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Benton County Sheriff's Office provides law enforcement services at the Corps of Engineers (CORPS) managed lands, parks, and waters. The CORPS has propriety jurisdiction within Federal regulations over all project lands and waters and the Sheriff has jurisdiction to enforce all State and local laws as may exist. In accordance with this cooperative agreement, Benton County will provide additional law enforcement services within the areas of the John Day Project within Benton County.

SUMMARY

Resolution 08 482 authorized contract W9127N-08-P0183 for 2008 with the options to extend on an annual basis through April 30, 2013. The Benton County Sheriff's Office and Corps of Engineers (CORPS) wish to execute the First Option Year for the period of May 1, 2009 thru April 30, 2010.

RECOMMENDATION

Request that the Board of Benton County Commissioners authorize the Chairman of the Board to sign the attached amendment to contract W9127N-08-P0183 extending the law enforcement contract through April 30, 2010.

FISCAL IMPACT

Estimated revenue of \$8,412.69 for 2009

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN LAW ENFORCEMENT CONTRACT AMMENDMENT BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND THE BENTON COUNTY SHERIFF'S OFFICE.

WHEREAS, the Benton County Sheriff's Office has agreed to be contracted by the U. S. Army Corps of Engineers to provide additional law enforcement services within the areas of the John Day Project within Benton County; and

WHEREAS, Resolution 08 482 authorized contract W9127N-08-P0183 for 2008 with the options to extend on an annual basis through April 30, 2013. The Benton County Sheriff's Office and Corps of Engineers (CORPS) wish to execute the First Option Year for the period of May 1, 2009 thru April 30, 2010, **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners approve and hereby authorize the Chairman of the Board to sign the attached contract amendment for W9127N-08-P-0183, with the U. S. Army Corps of Engineers and Benton County to authorize the Benton County Sheriff's Office to furnish law enforcement from May 1, 2009 through April 30, 2010 for the primary period of performance of May 15, 2009 through September 6, 2009 at the John Day Project.

Dated this 30 day of March, 2009.

Chairman of the Board

Member

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

Attest: _____

J.Thompson

CC: orig. - Sheriff's Office, Prosecutor (Rosemary), U. S. Army Corps of Engineers

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 19-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. W66QKZ80710019		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY CORPS OF ENGINEERS 333 SW FIRST AVE PORTLAND OR 97204-3495	CODE W9127N	7. ADMINISTERED BY (If other than item 6) US ARMY CORPS OF ENGINEER 333 SW FIRST AVE PORTLAND OR 97204-3495		CODE W9127N	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BENTON COUNTY SHERIFF'S OFFICE CAPTAIN STEVE KEANE 7122 W. OKANOGAN PLACE; BLDG A KENNEWICK WA 99336-2431			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9127N-08-P-0183		
CODE 371G3			FACILITY CODE		
			X 10B. DATED (SEE ITEM 13) 01-May-2008		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: „					
X D. OTHER (Specify type of modification and authority) Per mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: g2ctsak909331 Please see next page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

P00002

It has been determined it has been determined to be in the best interest of the Government to exercise the first option year, increase the contract award amount and to modify this contract to increase wage rates per the new budget year hourly rates set for the Benton County Sheriff's Office. Accordingly, the contract is modified in the following particulars, but in no others:

- a. The First Option Year is hereby exercised for 01 May 2009 thru 30 April 2010.
- b. The Government not to exceed (NTE) amounts are hereby increased on the following contract line items (CLINS), 0002, 0003 0004 and 0005, from \$8,393.31 to \$8,412.69 to cover the increase in hourly patrol rates.
- c. All option year hourly rates are changed as follows:

"Regular Patrol Rate=\$52.91 an hour for road and \$107.83 for boat."

 1. The Regular Patrol Rate increased by \$.12 an hour; from \$52.79 to \$52.91.
 2. The Boat Patrol Rate increased by \$17.11 an hour; from \$90.72 to \$107.83.
- d. The TOTAL CONTRACT and OBLIGATED AMOUNTS are hereby changed from \$8,288.03 to \$16,700.72; an increase of \$8,412.69.
- e. No other changes are made or implied.
- f. In consideration of the changes agreed to herein, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to this modification.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from 30 April 2010. Primary Period of Performance: 15 May 2009 through 06 September 2009. See Statement of Work for additional service details. Regular Patrol Rate=\$52.79 an hour for road and \$90.72 for boat. Not to exceed \$8,393.31. to 30 April 2010. Primary Period of Performance: 15 May 2009 through 06 September 2009. See Statement of Work for additional service details. Regular Patrol Rate=\$52.91 an hour for road and \$107.83 for boat. Not to exceed \$8,412.69..

The unit price amount has increased by \$19.38 from \$8,393.31 to \$8,412.69.

The option status has changed from Option to Option Exercised.

The total cost of this line item has increased by \$19.38 from \$8,393.31 to \$8,412.69.

CLIN 0003

The CLIN extended description has changed from 30 April 2011. Primary Period of Performance: 14 May 2010 through 05 September 2010. See Statement of Work for additional service details. Regular Patrol Rate=\$52.79 an hour for road and \$90.72 for boat. Not to exceed \$8,393.31. to 30 April 2011. Primary Period of Performance: 14 May 2010 through 05 September 2010. See Statement of Work for additional service details. Regular Patrol Rate=\$52.91 an hour for road and \$107.83 for boat. Not to exceed \$8,412.69..

The unit price amount has increased by \$19.38 from \$8,393.31 to \$8,412.69.

The total cost of this line item has increased by \$19.38 from \$8,393.31 to \$8,412.69.

CLIN 0004

The CLIN extended description has changed from 30 April 2012.Primary Period of Performance: 13 May 2011 through 04 September 2011. See Statement of Work for additional service details. Regular Patrol Rate=\$52.79 an hour for road and \$90.72 for boat. Not to exceed \$8,393.31. to 30 April 2012.Primary Period of Performance: 13 May 2011 through 04 September 2011. See Statement of Work for additional service details. Regular Patrol Rate=\$52.91 an hour for road and \$107.83 for boat. Not to exceed \$8,412.69..

The unit price amount has increased by \$19.38 from \$8,393.31 to \$8,412.69.

The total cost of this line item has increased by \$19.38 from \$8,393.31 to \$8,412.69.

CLIN 0005

The CLIN extended description has changed from 30 April 2013.Primary Period of Performance: 11 May 2012 through 02 September 2012. See Statement of Work for additional service details. Regular Patrol Rate=\$52.79 an hour for road and \$90.72 for boat. Not to exceed \$8,393.31. to 30 April 2013.Primary Period of Performance: 11 May 2012 through 02 September 2012. See Statement of Work for additional service details. Regular Patrol Rate=\$52.91 an hour for road and \$107.83 for boat. Not to exceed \$8,412.69..

The unit price amount has increased by \$19.38 from \$8,393.31 to \$8,412.69.

The total cost of this line item has increased by \$19.38 from \$8,393.31 to \$8,412.69.

(End of Summary of Changes)

S

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF AUTHORIZING PURCHASES OF GOODYEAR TIRES OFF THE
WASHINGTON STATE CONTRACT #00108**

WHEREAS, Washington State Contract No. 00108 allows Wingfoot Commercial Tire, Pasco, WA, to sell Goodyear tires, tubes and services; and

WHEREAS, Benton County Sheriff's Office would like to purchase patrol vehicle tires off the Washington State Contract No. 00108 through February 28, 2010; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, hereby approves purchases of Goodyear tires off the Washington State Contract No. 00108 from Wingfoot Commercial Tire through February 28, 2010; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Goodyear tires off the Washington State Contract No. 00108 attached hereto; and

BE IT FURTHER RESOLVED, Washington State Contract No. 00108 expires February 28, 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, Purchase file

Prepared by: K Mercer



General Administration

STATE OF WASHINGTON

OFFICE OF STATE PROCUREMENT

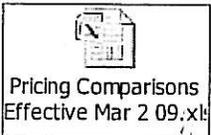
Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov>

Current Contract Information (CCI) WSCA Tires, Tubes and Services # 00108

Amendment #2

Revised Date: February 24, 2009

Effective Date: March 1, 2009

Contract Number	00108 (replaced 14900)	Commodity Code	2610
Contract Title	Tires, Tubes and Services		
Purpose:	<p>Contract Extension: Contract has been extended for 12 months, 3/1/09 to 2/28/10, with Bridgestone America's Tire Operation (formerly Bridgestone Firestone), Michelin North America and Goodyear Tire & Rubber.</p> <ul style="list-style-type: none"> • Tire Pricing for all three vendors has been revised • Service Pricing for Goodyear Tire & Rubber has been revised • Authorized Dealers for all three vendors has been extensively updated (additions & deletions) • Les Schwab is not an authorized dealer, at this time, for this contract <p>Updated information, by vendor, is included in the following pages.</p>		
Original Award Date:	September 1, 2007		
Current Term:	09/01/2007	through	03/01/2009
Renewal Options:	One year renewal options through 2/28/2012		
Contract Type:	Contract is designated as a mandatory for Tires, convenience for Service.		
Off Contract Purchases:	<p>Although this contract is intended to meet the needs of all contract customers, it may not always do so effectively. Purchases from non-contract suppliers may be appropriate when:</p> <ol style="list-style-type: none"> Travel distance to the reseller's location is excessive (i.e. greater than 30 miles one way) The customer's tire performance needs are not met by a tire supplied through this contract. <p>The customer's purchase file should be appropriately documented.</p>		
Contractors Pricing Authorized Dealers	<ol style="list-style-type: none"> 1) Bridgestone – see page 3 2) Goodyear – see page 4 3) Michelin – see page 5 		
Terms:	Net 30		
Delivery Time:	20 days Bridgestone, 45 days Goodyear, 14 days Michelin		
Price Guarantee:	1 Year		
Minimum Order:	1 Tire		
Freight:	FOB Destination- No delivery charge to end using agency		
Fuel Surcharge:	None (including tire delivery & road side service)		
Compare Vendor Cost for Tires & Service: Effective 3/2/09	 <p>Les Schwab is a reseller for Commercial Truck Tires only for Michelin North America Inc.</p>		
For use by:	All State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).		

Contracts Specialist:	Kathie Collins	Alternate Contact:	Christine Schoepfer
Phone Number:	(360) 902-7428	Phone Number:	(360) 902-7193
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	kcollin@ga.wa.gov	Email:	cschoep@ga.wa.gov

BRIDGESTONE AMERICAS

Bridgestone Americas

Invoice Issues:

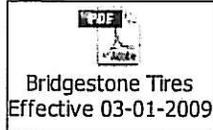
If you are unable to resolve with
dealer location then contact-

Linda Alberstadt
615-937-3693
alberstadtli@bfusa.com

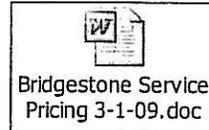
Contract:



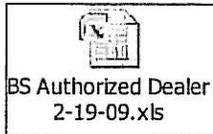
Tire Pricing: Price adjustments Effective 3/1/09



Service Pricing: No price adjustments since 3/9/07



Authorized Dealers/Resellers (revised 2/19/09) per contract with Bridgestone:



Warranty:

2006 Warranty PS LT Part 1
2006 Warranty PS LT Part 2

Miscellaneous Links:

Participating Addendum-Bridgestone Firestone
Bridgestone Firestone Digest

Contract, Pricing & Authorized Dealers

GOODYEAR TIRE & RUBBER
Contract, Pricing & Authorized Dealers

The Goodyear Tire & Rubber Company

Invoice Issues:

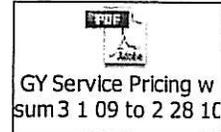
If you are unable to resolve with
dealer location then contact-

Debbie Frear
330-796-4603
Debbie_frear@goodyear.com

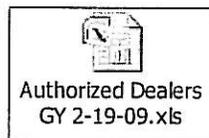
Contract: **Tire Pricing: Price Adjustments Effective 3/1/09**



Service Pricing M2111: Price Adjustments Effective 3/1/09



Authorized Dealer/Resellers (revised 2/19/09), per contract-Goodyear:



Warranty:

Goodyear Warranty

Miscellaneous links:

Participating Addendum Goodyear
Goodyear Digest

MICHELIN NORTH AMERICA Contract, Pricing & Authorized Dealers

Michelin North
America Inc.

Contract:



Contract History:

3/1/09	<p>Contract Extension, amendment #2: Contract with Bridgestone Firestone, Michelin North America and Goodyear Tire & Rubber has been extended for 12 months, 3/1/09 to 2/28/10.</p> <ul style="list-style-type: none"> • Tire Pricing for all three vendors has been revised • Service Pricing for Goodyear Tire & Rubber has been revised • Authorized Dealers for all three vendors has been updated • Les Schwab is not an authorized dealer, at this time, for state contract <p>Updated information, by vendor, is included in the following pages.</p>
10/22/08	<p>1) Michelin: New Pricing see "Michelin BFG Uniroyal Tire Prices Effective 9-11-08: 2) Goodyear: Updated "Goodyear Resellers" - Deleted "Goodyear Tire Service" located in Olympia as they are out of business.</p> <p>Hyperlinks re-established, embedded reseller documents</p>
8/14/08	<p>Updated "Goodyear Resellers" to reflect the addition of Sunnyside Tire located in Sunnyside.</p>
7/31/08	<p>Updated "Goodyear Resellers" to reflect the removal of the Tire Factory in Bellingham as they are no longer in business.</p>
5/19/08	<p>1) Goodyear: Revised pricing for "Service Pricing M2111 – Effective date May 19, 2008" and removed "2006 Federal Open Market" price reference. 2) Michelin: Added Costco/Issaquah as an authorized dealer</p>
4/2/08	<p>Updated current contract information to reflect Office of State Procurement's Contracts Specialist information.</p>
2/29/08	<p>Contract Extension, amendment #1: To extend WSCA contract #00108 for Tires, Tubes and Services for Michelin North America Inc., Bridgestone/Firestone Inc. and The Goodyear Tire & Rubber Company for 12 months, effective February 29, 2008. The contract period will cover February 29, 2008 through March 1, 2009.</p> <p>Also, update 04-01-07 price list file for all manufacturers. Adding the following sub-categories for Michelin North America:</p> <p>Earthmover/OTR/Industrial Tires at 28% Discount Industrial/Earthmover Tubes at 20% Discount Agricultural Tires at 33% Discount Agricultural/Industrial Tires at 25% Discount Agricultural Tubes at 30% Discount.</p> <p>Update Office of State Procurement Alternate Contact Person.</p>
2/2/08	<p>The State of Washington contract #14900 Tires Tubes and Services is assigned a new state contract number of #00108 Tires Tubes and Services.</p>

GOODYEAR

Authorized Dealer List

WA, WSCA #00108 (formerly #14900)

Revised 2-19-09

Sorted by City

P = Police Vehicles
 PV = Passenger Vehicle
 LT = LIGHT TRUCK

MT = Medium Truck & Bus
 OTR = Off Road Equipment
 F = Farm; Tractor & Implement

COMPANY NAME	ADDRESS	CITY	ST	ZIP	PHONE	Industrial									
						P	PV	LT	MT	OTR	FT	I			
EARLEY TIRE FACTORY	1503 W Wishkah	Aberdeen	WA	98520	(360) 533-1823	P	PV	LT	MT	OTR	FT	I			
BIG O TIRES 4 LESS/DAVCO ENTERPRISES	220 8Th Street Se	Auburn	WA	98002	(253) 887-9188	P	PV	LT	MT	OTR	FT	I			
COMMERCIAL TIRE	6521 Road 170	Basin City	WA	99343	(509)269-4689	P	PV	LT	MT	OTR	FT	I			
EASTSIDE AUTOMOTIVE & TIRE	12883 Ne 20Th	Bellevue	WA	98005	(425) 455-0060	P	PV	LT	MT	OTR	FT	I			
GOODYEAR AUTO SERVICE CTR #8836	14923 Bellevue-Redmond Rd	Bellevue	WA	98007	(425) 747-9353	P	PV	LT	MT	OTR	FT	I			
GOODYEAR AUTO SERVICE CTR #8423	23133 Bothell-Everett Hwy	Bothell	WA	98021	(425) 806-1800	P	PV	LT	MT	OTR	FT	I			
CENTRALIA TIRE FACTORY	1741 Harrison Ave	Centralia	WA	98531	(360) 736-1125	P	PV	LT	MT	OTR	FT	I			
TIRES INC	1283 Nw State Ave	Chehalis	WA	98532	(360) 748-6611	P	PV	LT	MT	OTR	FT	I			
FACTORY DIRECT TIRE SALES	22617 76Th Ave W	Edmonds	WA	98026	(425) 774-5131	P	PV	LT	MT	OTR	FT	I			
ELLENSBURG TIRE CENTER	400 W 8Th St	Ellensburg	WA	98926	(509) 925-9044	P	PV	LT	MT	OTR	FT	I			
ELLIOTT TIRE AND SERVICE	531-128Th St Sw	Everett	WA	98204-7321	(425) 745-4134	P	PV	LT	MT	OTR	FT	I			
EVERETT TIRE & AUTOMOTIVE	2828 Hoyt Ave	Everett	WA	98201-3589	(425) 252-9100	P	PV	LT	MT	OTR	FT	I			
GOODYEAR AUTO SERVICE CTR #8851	1502 1/2 Everett Mall Way	Everett	WA	98208	(425) 355-8473	P	PV	LT	MT	OTR	FT	I			
EAGLE TIRE & AUTOMOTIVE	1515 South 344Th	Everett	WA	98003	(253) 838-2424	P	PV	LT	MT	OTR	FT	I			
GLENN'S AUTO REPAIR & TIRE CTR	27606 16Th Ave S	Federal Way	WA	98003	(253) 946-0160	P	PV	LT	MT	OTR	FT	I			
WINGFOOT COMMERCIAL TIRE SYSTEMS	3101 Pacific Highway East	Federal Way	WA	98424	(253) 922-3303	P	PV	LT	MT	OTR	FT	I			
EAGLE TIRE & AUTOMOTIVE	5500 Olympic Dr	Fife	WA	98335	(253) 857-5558	P	PV	LT	MT	OTR	FT	I			
GOLDENDALE TIRE CENTER	765 E Broadway	Gig Harbor	WA	98620-9242	(509) 773-3741	P	PV	LT	MT	OTR	FT	I			
TRI-CITIES BATTERY INC	5900 W Clearwater Ave	Goldendale	WA	99336	(509) 783-9000	P	PV	LT	MT	OTR	FT	I			
ELLIOTT TIRE & SERVICE	25923 104Th Ave Se	Kennewick	WA	98030	(253) 373-1500	P	PV	LT	MT	OTR	FT	I			
WARREN SECOND AUTOMOTIVE TIRE	1110 W Meeker Street	Kent	WA	98032	(253) 852-1492	P	PV	LT	MT	OTR	FT	I			
EASTSIDE AUTO & TIRE	11810-98Th Ave Ne	Kirkland	WA	98034	(425) 823-2750	P	PV	LT	MT	OTR	FT	I			
EASTSIDE AUTO & TIRE	12676 Ne 85Th	Kirkland	WA	98033	(425) 827-8686	P	PV	LT	MT	OTR	FT	I			
ELLIOTT TIRE AND SERVICE	12856 N E 85Th	Kirkland	WA	98033-8008	(425) 822-5330	P	PV	LT	MT	OTR	FT	I			
COURTESY AUTO SERVICE & TIRE	4504 Pacific Ave Se	Kirkland	WA	98503-1090	(360) 491-3030	P	PV	LT	MT	OTR	FT	I			
WHIDBEY TIRE AND AUT	2856 Howard Rd	Lacey	WA	98260-9731	(360) 425-3933	P	PV	LT	MT	OTR	FT	I			
LONGVIEW TIRE SALE	655 Commerce Ave	Langley	WA	98632-1689	(360) 321-4553	P	PV	LT	MT	OTR	FT	I			
MCCORMACK TIRE FACTORY	516 3Rd Avenue	Longview	WA	98632	(360) 425-8480	P	PV	LT	MT	OTR	FT	I			
ZYLSTRA TIRE INC	501 W Grover Street	Longview	WA	98264	(360) 354-4493	P	PV	LT	MT	OTR	FT	I			
GOODYEAR AUTO SERVICE CTR #8830	19805 44Th Ave West	Lynden	WA	98036	(425) 774-8648	P	PV	LT	MT	OTR	FT	I			
WINGFOOT COMMERCIAL TIRE	3603 136Th St Ne	Lynnwood	WA	98271	(360) 658-4688	P	PV	LT	MT	OTR	FT	I			
JOHNSON & SON TIRE	14985 N Kelsey	Marysville	WA	98272	(360) 805-8800	P	PV	LT	MT	OTR	FT	I			
ELLIOTT TIRE AND SERVICE	1621 Riverside Dr	Monroe	WA	98273	(360) 428-2711	P	PV	LT	MT	OTR	FT	I			
RJ'S TIRE FACTORY	10160 S Naches Rd	Mount Vernon	WA	98937	(509) 653-2165	P	PV	LT	MT	OTR	FT	I			
OK TIRE FACTORY	1622 2Nd Street	Naches	WA	98840	(509) 422-3140	P	PV	LT	MT	OTR	FT	I			
GARY'S TIRE FACTORY	4325 Martin Way	Okanogan	WA	98516	(360) 456-4325	P	PV	LT	MT	OTR	FT	I			
GOOD NEIGHBOR TIRE & SERVICE	1001 Cooper Point Rd Sw #200	Olympia	WA	98502	(206) 769-4330	P	PV	LT	MT	OTR	FT	I			
COMMERCIAL TIRE	341 East Main	Othello	WA	99344	(509) 488-9686	P	PV	LT	MT	OTR	FT	I			

COMPANY NAME	ADDRESS	CITY	ST	ZIP	PHONE	P	PV	LT	MT	OTR	FT	I
COMMERCIAL TIRE	306 S Oregon	Pasco	WA	99301-2365	(509) 547-4663	P	PV	LT	MT	OTR	-	-
COMMERCIAL TIRE WEST WAREHOUSE	1315 North 5Th	Pasco	WA	99302	(509) 547-7062	P	PV	LT	MT	OTR	-	-
WINGFOOT COMMERCIAL TIRE	3306 Commercial Ave E	Pasco	WA	99301	(509) 547-8998	P	PV	LT	MT	OTR	-	-
STOREY'S TIRE FACTORY	897 W Main St	Pomeroy	WA	99347	(509) 843-1401	P	PV	LT	MT	OTR	-	-
PORT ANGELES TIRE FACTORY	320 Turnwater Truck Rt	Port Angeles	WA	98362	(360) 452-4729	P	PV	LT	MT	OTR	-	-
GOODYEAR AUTO SERVICE CTR #8832	2995 Mile Hill Dr	Port Orchard	WA	98366	(360) 876-6482	P	PV	LT	MT	OTR	-	-
KITSAP TIRE CENTER	20245 Viking Way Nw	Poulsbo	WA	98370	(360) 779-9900	P	PV	LT	MT	OTR	-	-
S & S TIRE SERVICE INC	16014 56Th Ave Ct E	Puyallup	WA	98375	(253) 536-2676	P	PV	LT	MT	OTR	-	-
SEA TAC TIRE & AUTO TECH, LLC	11904 Meridian East	Puyallup	WA	98373-3462	(253) 840-0995	P	PV	LT	MT	OTR	-	-
DILK TIRE FACTORY	120 Third Street	Raymond	WA	98577	(360) 942-2184	P	PV	LT	MT	OTR	-	-
GOODYEAR AUTO SERVICE CTR #8837	16101 Ne 87Th St Ste B	Redmond	WA	98052	(425) 883-4006	P	PV	LT	MT	OTR	-	-
GOOD NEIGHBOR TIRE AND AUTO SERVICE	207 S 3Rd Street	Renton	WA	98057	(425) 255-2404	P	PV	LT	MT	OTR	-	-
GOODYEAR AUTO SERVICE CTR #8831	1320 Union Ave	Renton	WA	98056	(425) 235-8514	P	PV	LT	MT	OTR	-	-
ELLIOTT TIRE & SERVICE	1961 4Th Avenue South	Seattle	WA	98134	(206) 447-2700	P	PV	LT	MT	OTR	-	-
ELLIOTT TIRE AND SERVICE	444 Elliott Ave West	Seattle	WA	98119	(206) 284-0600	P	PV	LT	MT	OTR	-	-
ELLIOTT TIRE AND SERVICE	5601 15Th Ave Nw	Seattle	WA	98107	(206) 783-4423	P	PV	LT	MT	OTR	-	-
ELLIOTT TIRE AND SERVICE	4441 Fauntleroy Way Sw	Seattle	WA	98126-2631	(206) 938-4737	P	PV	LT	MT	OTR	-	-
GOODYEAR AUTO SERVICE CTR #8841	1105 Stewart St	Seattle	WA	98101	(206) 624-0984	P	PV	LT	MT	OTR	-	-
EXPRESS TIRES AND AUTO SERVICE	5000 M L King Way S	Seattle	WA	98118	(206) 722-2400	P	PV	LT	MT	OTR	-	-
GOODYEAR AUTO SERVICE CTR #8826	10726 Silverdale Way Ne	Silverdale	WA	98383	(360) 698-0650	P	PV	LT	MT	OTR	-	-
ALPINE TIRE/ALPINE COMMERCIAL	3511 E Trent Ave	Spokane	WA	99202	(509) 536-0261	P	PV	LT	MT	OTR	-	-
LISACS INC	126 South David	Spokane	WA	99217	(509) 534-0534	P	PV	LT	MT	OTR	-	-
WINGFOOT COMMERCIAL TIRE	901 N Bradley Rd	Spokane	WA	99212	(509) 928-0199	P	PV	LT	MT	OTR	-	-
SULTAN AUTOMOTIVE	33818 State Route 2	Spokane Valley	WA	99294	(360) 799-0839	P	PV	LT	MT	OTR	-	-
COMMERCIAL TIRE	304 Yakima Valley Highway	Sultan	WA	98944	(208) 322-4177	P	PV	LT	MT	OTR	-	-
SUNNYSIDE TIRE FACTORY	1410 Yakima Valley Hwy	Sunnyside	WA	98944-1235	(509) 839-8473	P	PV	LT	MT	OTR	-	-
COURTESY AUTO SERVICE & TIRE OF TACOMA	4502 South Steele Ste #701	Sunnyside	WA	98409	(253) 473-5556	P	PV	LT	MT	OTR	-	-
EAGLE TIRE & AUTOMOTIVE	2522 Pacific Ave	Tacoma	WA	98402	(253) 627-7788	P	PV	LT	MT	OTR	-	-
NARROWS TIRE & AUTO SERVICE	6420 6Th Ave	Tacoma	WA	98406	(253) 564-8722	P	PV	LT	MT	OTR	-	-
T & T TIRE FACTORY INC	3711 South Tacoma Way	Tacoma	WA	98409	(253) 475-6777	P	PV	LT	MT	OTR	-	-
TINY'S TIRE FACTORY, INC	10805 Pacific Ave	Tacoma	WA	98444	(253) 531-4535	P	PV	LT	MT	OTR	-	-
HOWARD'S TIRE FACTORY	710 W First Ave	Tacoma	WA	98948	(509) 865-4341	P	PV	LT	MT	OTR	-	-
WINGFOOT COMMERCIAL TIRE	12115 E Marginal Way S	Tacoma	WA	98168	(206) 433-8133	P	PV	LT	MT	OTR	-	-
FREEDOM TIRE	5605 Capital Blvd	Tukwila	WA	98501	(360) 352-5822	P	PV	LT	MT	OTR	-	-
FLEET MAINTENANCE SERVICE LLC	2310 Rudkin Rd Bldg B	Tumwater	WA	98903	(509) 452-6977	P	PV	LT	MT	OTR	-	-
VANCOUVER TIRE & AUTO	2525 Ne Andersen Road	Union Gap	WA	98661	(360) 891-9819	P	PV	LT	MT	OTR	-	-
HAZEL DELL TIRE FACTORY	6511 N E Hwy 99	Vancouver	WA	98665	(360) 695-1347	P	PV	LT	MT	OTR	-	-
SPENCE TIRE FACTORY	519 West Main	Vancouver	WA	99362	(509) 529-3053	P	PV	LT	MT	OTR	-	-
HIWAY FUEL TIRE FACTORY	1250 E Street	Walla Walla	WA	98671	(360) 835-2737	P	PV	LT	MT	OTR	-	-
DICK'S TIRE FACTORY	730 S Wenatchee Ave	Washougal	WA	98801	(509) 663-5123	P	PV	LT	MT	OTR	-	-
ALPINE COMMERCIAL TIRE & RETREADERS	6200 238Th Street Se	Wenatchee	WA	98072	(425) 482-6596	P	PV	LT	MT	OTR	-	-
ELLIOTT TIRE & SERVICE	13018 Ne 175Th Street	Woodinville	WA	98072	(425) 481-8211	P	PV	LT	MT	OTR	-	-
WOODINVILLE TIRE & AUTOMOTIVE CTR, INC	13811 Ne 175Th Street	Woodinville	WA	98072-8511	(425) 483-1123	P	PV	LT	MT	OTR	-	-
COMMERCIAL TIRE #34	1411 S First	Woodinville	WA	98901	(208) 888-8811	P	PV	LT	MT	OTR	-	-
ELLIOTT TIRE AND SERVICE	1 East Lincoln	Yakima	WA	98901	(509) 575-8473	P	PV	LT	MT	OTR	-	-
OUT OF STATE SERVICE:												
COMMERCIAL TIRE INC	2095 Commercial St	Meridian	ID	83642	(208) 888-8835	P	PV	LT	MT	OTR	-	-

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF FORMAL ESTABLISHMENT OF A NEW FUND; FUND 0113-101
TREASURER INVESTMENT POOL.

WHEREAS, County Treasurer Duane Davidson has requested the establishment of a new fund for a Treasurer Investment Pool, which will be operated pursuant to RCW 36.29.024 and 36.29.020; and

WHEREAS, the Treasurer Investment Pool will receive investment fees collected from the Investment Pool's participants in accordance to the Benton County Investment Policy, adopted by the County's Finance Committee; and

WHEREAS, Investment interest earned from investments of this fund shall be retained in this fund; and

WHEREAS, formal establishment of said fund is necessary; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the formal establishment of the following fund; Fund 0113-101 – Treasurer Investment Pool.

Dated this 30th 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

Prepared by D. Davidson, Treasurer

CC: Bobbie Gagner, Benton County Auditor; Van Petty, Rosie Sparks, Benton County Auditor's Office, Duane Davidson, Benton County Treasurer

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE TREASURER PROVIDING INVESTMENT SERVICES FOR THE HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE

WHEREAS, Benton County Treasurer is allowed by statute to provide investment services to municipal governments; and

WHEREAS, the Hanford Area Economic Investment Fund Committee, hereafter referred to as HAEIFC, is a government entity that by statute can designate custodial investment duties to another entity; and

WHEREAS, HAEIFC has requested the investment services of the Benton County Treasurer; and

WHEREAS, an Investment Service Agreement would benefit both County and HAEIFC; NOW THEREFORE,

BE IT RESOLVED, that Board of County Commissioners hereby approves the attached Investment Services Agreement with the HAEIFC.

Dated this 25th 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

Prepared by D. Davidson, Treasurer

BENTON COUNTY

INVESTMENT SERVICES AGREEMENT

THIS IS AN AGREEMENT between **Hanford Area Economic Investment Fund Committee (HAEIFC)**, a government entity in the State of Washington, hereinafter referred to as "local government" and **Benton County**, a political subdivision of the State of Washington, hereinafter referred to as the "County", whereby local government agrees to participate in the County investment program in the following manner:

WHEREAS, pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is, by law, authorized to perform; and

WHEREAS, both local government and the County, through the Benton County Treasurer, are not only authorized but obligated by law to perform the investment function by placing such investments in instruments allowed by statute; and

WHEREAS, both the County and local government incur various costs in placing investments, such as: the cost of receiving and sending wires, for placement of maturing of investments, safekeeping of negotiable instruments, and daylight overdrafts; and

WHEREAS, RCW 36.29.022 allows for the County Treasurer and Municipal Corporation to create a pool for investment of available cash; and

WHEREAS, local government (HAEIFC) "Plan for Funding Assistance" as a (Required by RCW 43.31.428), and on Page 13 of thus indicated plan allows for the County Treasurer to serve as custodian for investment purposes; and

WHEREAS, the County and local government desire to establish a mechanism by which the aforementioned activities shall occur.

IT IS HEREBY AGREED TO BETWEEN THE PARTIES AS FOLLOWS:

1. **Interlocal Agreement Investment Fund Established** – The County shall agree to establish a fund whereby local government and the County will invest available cash.
2. **Applicability** – All investments placed through the County for the local government by this agreement. The County may establish minimum criteria for investments to be placed.

3. **Investment Procedures** – Local government shall provide to the County Treasurer, by 5:00 PM of the business day before an investment is to be made, the following information for fixed rate investment vehicles:

- A. Amount of Investment
- B. Investment Date
- C. Maturity Date

The local government also has the option of investing in the Benton County Investment Pool. There is no minimum investment required for the Benton County Investment Pool. No maturity dated needs to be stated. If investments need to be sold for expenditures, one-day prior notice via e-mail by 5:00 PM needs to be given prior to withdrawing the funds from the Benton County Investment Pool.

If no direction is given as to how the money shall be invested, excess funds will be invested through the Benton County Investment Pool.

County Treasurer may require additional information as needed.

The County shall provide local government with the following type of information:

- 1. Investment Confirmation Notice – to include any of the following applicable information
 - A. Investment Request Date
 - B. Amount
 - C. Balance in Investment (if applicable)
 - D. Investment Date (if applicable)
 - E. Maturity Date (if applicable)
 - F. Purchase Date (if applicable)
 - G. Interest Rate (if applicable)
 - H. Type of Investment
 - I. Financial Institution (if applicable)
 - 2. Monthly Financial Statement (if applicable)
4. **Payment** – Unless otherwise mutually agreed, all transfers of funds hereunder shall be by electronic funds or by fund transfer within the same bank or by warrant/check. Any bank charges incurred by one party as a result of the other party's failure shall be reimbursed by the party causing the charges to occur.

5. **Portfolio Management** – The County Treasurer shall place such investments in authorized instruments as indicated in the Benton County Investment Policy adopted by the Benton County Finance Committee.
6. **Payment of Earning** – Bank interest payments by check received on investments will be paid to the local government on the next day following the receipt of funds by the County.

If the fund is investing through the Benton County Investment Pool, interest earning will be distributed through the last calendar day of each month, and reinvested with the designated funds on the last calendar of each month; however, the interest figure may not be available until approximately the fifth or sixth business day of the following month. (This time frame allows for receipt by the Treasurer of related financial information from the financial institutions regarding the earnings of certain investments.)

7. **Investment Service Fee** – In exchange for services provided local government agrees to pay investment fees to the County. RCW 36.29.024 states that the County Treasurer may deduct the amount necessary to reimburse the Treasurer's Office for the actual expenses the office incurs and to repay any county funds appropriated and expended for the initial administrative costs of establishing a County Investment Pool provided in RCW 36.29.022. Any credits or payments to political subdivisions shall be calculated and made in a manner which equitably reflects the differing amounts of the political subdivision's respective deposits in the County Investment Pool and the differing periods of time for which the amounts were placed in the County Investment Pool. The fee schedule may be modified by the County upon ten (10) days' prior notice to the local government. Any changes shall apply only to investments placed after the effective date of the notice.

All transactions requested by the local government will be charged a per transaction fee in accordance to the County Investment Policy.

8. **Authorization** – Each of the parties shall deliver to the other party a list of persons authorized to act hereunder. Neither party is required to accept or act upon instruction received from any person not so designated.
9. **Duration and Termination of Agreement** – This agreement shall become effective on the date the agreement is executed by the County and the local government and shall renew automatically from year to year thereafter, provided that any party herein shall have the right to terminate this agreement for any reason whatever upon giving the other party sixty (60) days' written notice in advance of the date sought for such termination. Local government may terminate upon written notification to

the County within the ten (10) days' notice provision of Section 7 should such fee modification by unacceptable to local government.

10. **Modification and Amendments** – No amendment or modification of this agreement may be made unless such amendments or modifications are in writing and executed by both participating governmental bodies.
11. **Venue** – This agreement has been and shall be considered as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to performance and interpretation.
12. **Partial Invalidity** – In the event of invalidity or unresolved ambiguity of any provision of this agreement, the remaining provision shall nevertheless continue to be valid and enforceable.
13. **Filing of Agreement** – As provided by RCW 39.34.040, this agreement shall be filed with the Treasurer of the local government, the Benton County Treasurer, and with the Benton County Auditor.

Dated this _____ day of _____, 2009.

ATTEST: Board of County Commissioners, Benton County, Washington

By: _____
Chairman of the Board

By: _____
Member

By: _____
Member

Constituting the Board of County Commissioner's
Of Benton County, Washington

By: _____
Prosecuting Attorney

Local Government:

By: _____

Date: _____

Treasurer's Approval:

By: _____

Date: _____

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

Benton County

Department of Public Works

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

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

March 25, 2009

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Right of Way for Riek Road
Sections 26 & 35-8-30
CE 1526 VAC

Commissioners:

In accordance with a notice posted March 2, 2009 and with the publications of the Notice of Public Hearing in the Tri City Herald, the following report is submitted.

We have reviewed and examined the right of way proposed for vacation and abandonment. The attached print depicts said right of way. The right of way requested for vacation and abandonment is a 50.00' wide strip of land. The pavement from a portion of this road was recently removed due to the construction of the I-82 Intertie, now known as CR-397.

The original right of way for the South 30 feet of Section 26, Township 8 North, Range 30 East, was granted to Benton County by Deed No. 338627 on August April 19, 1955.

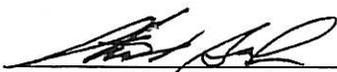
The original right of way for the North 20 feet of Section 35, Township 8 North, Range 30 East, was granted to Benton County by Waiver 0308 on August 7, 1905 and recorded in 1987

Two utilities responded to our inquiry of existing facilities.

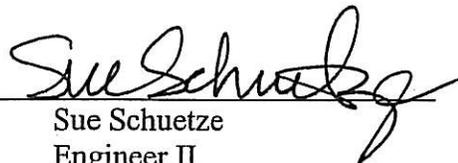
1. Verizon has an existing facility within the right of way and will thus need a 10' utility easement: the North 10 feet of the South 30 feet of Section 26, lying east of Finley Road Right of way and West of CR-397 right of way. This easement should be granted as one of the conditions that will need to be met, if the right of way is vacated.
2. Benton PUD has an existing facility within the right of way and will thus need a 15' utility easement: the South 15 feet of the North 20 feet, lying east of Finley Road Right of way and West of CR-397 right of way. This easement should be granted as one of the conditions that will need to be met, if the right of way is vacated

It is our opinion that it is not in the interest of the County to retain the right of way shown on the attached map and the public will be benefited by the vacation and abandonment of said right of way. It is also our opinion that it is not advisable to retain the right of way for the County road system of the future. Two separate utility easements should be retained as outlined above.

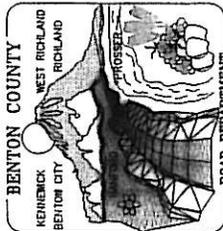
Sincerely,



Steven W. Becken, Assistant County Engineer
/Assistant Public Works Director



Sue Schuetze
Engineer II



RIEK ROAD
RIGHT OF WAY
VACATION IN
SEC 26 & 35, T
8 N, R 30 E, WM
1526
C.E. 4774-CRP



PREPARED UNDER
THE DIRECTION OF
& APPROVED BY:
ROSS B. DUNFEE
BENTON COUNTY
ENGINEER
DATE: 2/27/09

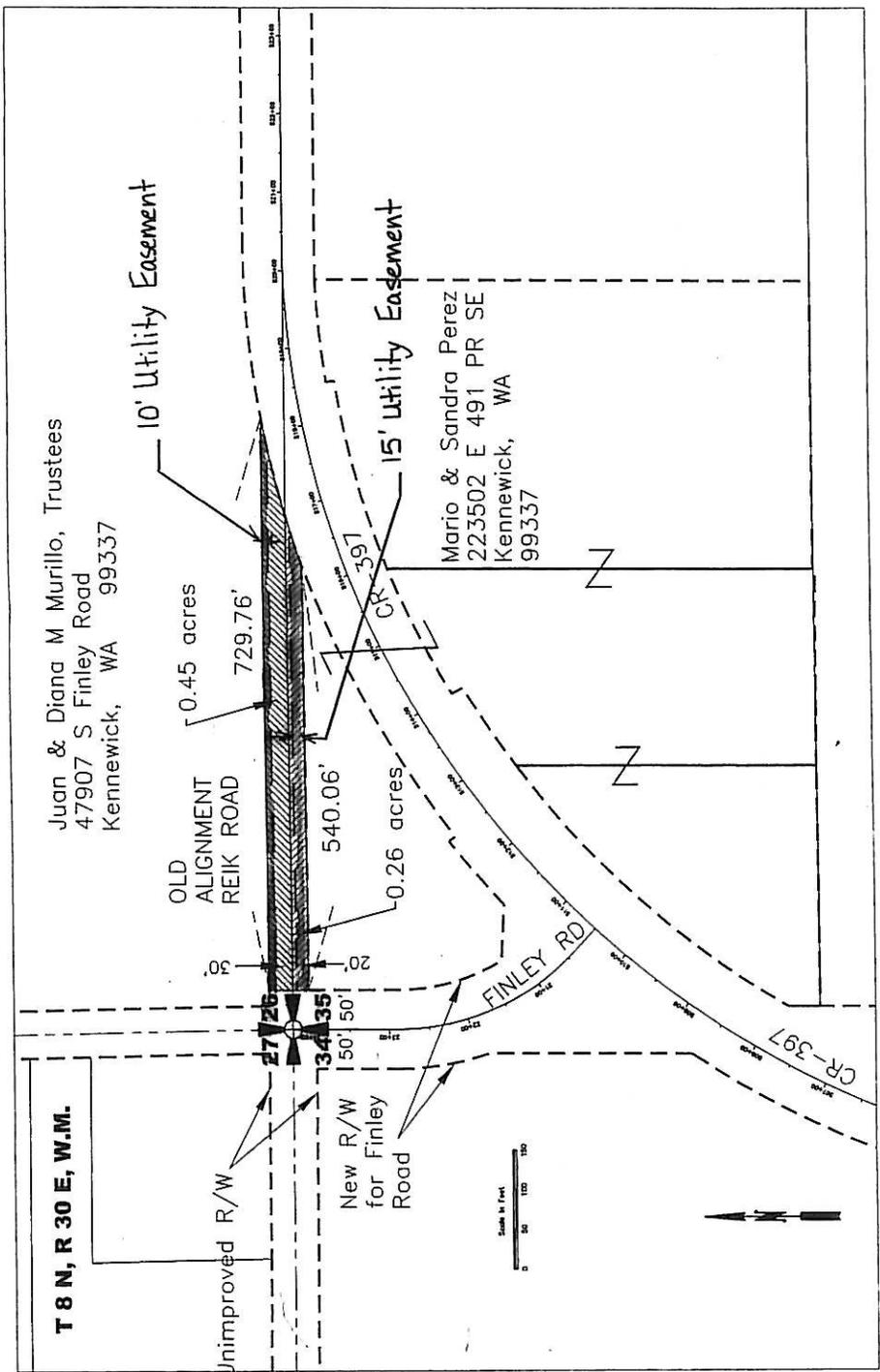
CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-6865
ALL INFORMATION ON THIS PLAN
IS FOR INFORMATION ONLY. THE
OWNER IS RESPONSIBLE FOR THE
CORRECTNESS OF THE LOCATION OF
UTILITIES AND THE LOCATION OF
THE CONSTRUCTION. THE CONTRACTOR
IS RESPONSIBLE FOR VERIFYING THE
LOCATION OF UTILITIES AND THE
LOCATION OF THE CONSTRUCTION.
NOTIFY OWNER FOR RESOLUTION
OF CONFLICT.

DR'N:	LSS
DATE:	02/27/09
SCALE:	SEE BAR SCALE
REVISION:	1) <i>Corrections</i> C.E. 4774-CRP

PLAN VIEW

SHEET 1 OF 1

V-178 ~~R-2-238~~



NOTES:
PROPERTY LINES ARE APPROXIMATE ONLY.
PROPOSED AREA FOR VACATION SHOWN WITH HATCH
LINES.

9:10

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: March 30, 2009 Subject: Recovery Act Grant Funding Prepared By: S. Keane Reviewed By: Sheriff Taylor	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

The Benton County Sheriff's Office is interested in pursuing Federal Grant Funding Under the 2009 Recovery Act: Edward Byrne Memorial Justice Assistance Grant. This is a one-time funding provided thru the 2009 Economic Stimulus package. The total Grant amount is \$281,926 and is dispersed between Benton County and the Cities of Richland and Kennewick and is based on the Uniform Crime Reporting (UCR). Our portion is \$39,175.

FISCAL IMPACT

- \$0 – Grant Related Expenditures

MOTION

Recovery Act: 2009 Edward Byrne Memorial JAG Project Narrative

The Benton County Sheriff's Office would like to undertake the project of enhancing our efficiencies through improved technology in the following areas:

- 1) The ability to employ forensic type investigations on mobile phones and maintain our ability to stay on the cutting edge of computer forensic investigations.**

a) Computer Forensic Investigations

Computers are used in most businesses and households in the United States. Computers are used in an assortment of crimes to include: Homicide, Robbery, Rape, Burglary, Auto theft, as well as Child Pornography. The computer is used for research, to communicate with co-conspirators, storage of documents, photographs, as well as the maintaining of records related to the criminal enterprise. Computer forensics is needed to process and locate evidence stored in the computer in such a way that the evidence found can be admitted into court. Access Data is a leader in Computer Forensics and provides tools used by Benton County for the processing of seized computers. The programs currently being utilized by the Benton County Sheriff's Office include: Access Data's Forensic Tool Kit 1.81, FTK imager, Registry Viewer and Password Recover Tool Kit (PRTK). Technology does not slow down and what may work today, may not work tomorrow. Access Data provides a subscription service for an annual fee. This subscription provides for continual updates to their software as well as technical support for their products and training. Benton County received a copy of Access Data's Forensic Tool Kit version 1.71 and a 1-year subscription at FLETC training in July 2007. Since that time we've updated to Version 1.80 before the subscription expired in August 2008. Access Data has now updated to FTK version 2.2. A continued annual subscription for Access Data will allow us to continue with these new updates and versions as well as allow us to obtain technical support for the software and user training. Access Data's Forensic Tool Kit is the primary Forensic Software being used for Computer Forensics by Benton County.

b) Mobile Phone Forensic Investigations

Today the cell phone is the primary form of communication for voice communication. Today's households are moving away from wired telephone service and going to the mobility of the cell phone for all of their telephone needs. Today's cell phones are more than something to talk on. Today's cell phone allows the user to surf the Internet, which allows them to take and store photographs and videos. The cell phone allows for sending and receiving e-mails, text messages, as well as making a standard telephone call. Today's phones not only allow a user to do more things; they also are being designed to store more information. Some modern cell phones now have 8 plus gigabytes of data, more than the average computer just 10 years ago. With this added storage a suspect can store the web pages and information that was once found on the home computer on his cell phone. The problem with Cell phone Forensics is the fact that there are several manufactures making the cell phones and several service providers. At this time there is very little standardization between the manufactures and between the service providers, both in the physical technology and in the software being used. As such, cell phone forensics' is constantly changing. Access Data has recently introduced their Mobile Phone Examiner software. This software allows the forensic examiner to integrate the cell phone forensics into Access Data's FTK software. It provides for the hardware interface that allows the examiner to connect to the cell phone as well as the software to down load and view the contents of the cell phone in a manner that is accepted by the courts allowing the evidence found to be admitted into evidence. With the Access Data Subscription this will allow us to receive constant upgrades to the software for the ever-changing technology in the cell phone industry.

Project Objectives – *To conduct computer & Mobile Phone Forensic Investigations and retrieve evidence of criminal activity. This technology will promote efficiency in cyber crime investigations.*

(The proposed purchases are outlined in the budget narrative).

2) The Benton County Sheriff's Office is seeking to purchase a new Polygraph Instrument to replace our old outdated Instrument.

The use of the polygraph is designed as a technical aid for the detection of deception in criminal investigations, as well as in pre-employment background applications. This practice is widely used in the law enforcement community, private sector, as well as the psychological field. The Benton County Sheriff's Office has utilized this practice for over thirty years with positive results.

One advantage of having a polygraph examiner within the Benton County Sheriff's Office is so the department doesn't have to contract with another agency to conduct polygraph examinations for a fee. Another advantage in having a polygraph examiner is the availability of conducting examinations on moment's notice. The ability to have a polygraph examiner within the Sheriff's Office has become a successful practice, as investigators have been able to solve cases with its use, as well as determine a candidate's qualifications for the various positions within the department. This practice continues to be a valuable tool for the Benton County Sheriff's Office.

The Benton County Sheriff's Office currently utilizes a computerized polygraph instrument, (Stoelting CPS II) which was purchased several years ago. The instrument is in working condition; however it's an outdated system that needs to be replaced. The new systems available have updated software technology, as well as activity monitors capable of detecting counter measures commonly used by individuals trying to compromise the polygraph examination.

Project Objectives – *To provide investigators the latest technology used to detect deception in individuals involved in crimes occurring within Benton County. This technology saves time in criminal investigations, as well as pre-employment background investigations.*

(The proposed purchases are outlined in the budget narrative).

3) The Benton County Sheriff's Office is seeking to purchase new 800 MHZ Program-25 compliant digital portable radios.

Emergency Responders depend on Public Safety Communications Systems for safe and effective operations. Poor communications can affect a response, and therefore compromise responder and citizen safety. The Benton County Sheriff's Office is in need of three (3) 800 MHZ portable radios to finish outfitting our patrol staff with the latest digital radio technology.

Project Objectives – *To provide Patrol Deputies with portable radio communications for interoperability with all public service agencies in the Benton & Franklin County areas. This technology is necessary to maximize efficiency and coordination efforts with other local, state and federal agencies in a county-wide, all hazards approach to major incident, emergency and disaster management type events.*

(The proposed purchases are outlined in the budget narrative).

4) The Benton County Sheriff's Office is seeking to outfit our Patrol Division with Hand-Held Portable Breath Alcohol Testing Instruments.

The Benton County Sheriff Office participates in a bi-county Traffic Safety Task Force administered by the Washington State Traffic Safety Commission. The goal is to reduce deaths and serious injuries resulting from motor vehicle collisions by implementing programs designed to address driver behaviors through coordinated efforts of federal, state and local agencies. The Sheriff's Office is involved in pro-active DUI enforcement activities, as well as programs that address underage drinking.

The Benton County Sheriff's Office has jurisdictional authority over the navigable waterways within its boundaries. This includes significant sections of the Columbia River as well as the Yakima River. There has been a significant increase in boating accidents resulting from the consumption of alcohol while operating watercraft. The use of hand-held portable breath alcohol testing instruments is an integral component needed to assist deputies in this important mission to reduce alcohol related collisions.

Project Objectives - *To provide Patrol Deputies with hand-held portable breath alcohol testing instruments to assist them in DUI, under age drinking and boating related collisions involving the consumption of alcohol. The portable breath alcohol testing instrument provides a much needed tool to assist in developing the probable cause needed during these types of investigations. More aggressive patrols will reduce alcohol related injuries and deaths and provide for safer roadways, waterways and communities. Pro-active patrols will also help educate parents and teens that allow and/or participate in teen parties where alcohol is consumed.*

(The proposed purchases are outlined in the budget narrative).

Captain Steve Keane
Benton County Sheriff's Office
7122 W. Okanogan Pl. Bldg. A
Kennewick, WA 99336
steven.keane@co.benton.wa.us

9:15 am

HANFORD ISSUES

Commissioner Bowman

9:45 am

EXECUTIVE SESSION

Potential Litigation
Sarah Perry

10:00 am

EXECUTIVE SESSION

Review Performance of a Public Employee

Sarah Perry