

**March 31, 2008**

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
March 24, 2008, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** Chairman Claude Oliver (Excused –Sick)

**Benton County Employees Present:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Public Works Director Ross Dunfee; Facilities Manager Roy Rogers; DPA Ryan Brown; Mike Shuttleworth, Planning Department; Treasurer Duane Davidson; Personnel Manager Melina Wenner; Safety/Training Coordinator Bryan Perry; Steve Becken, Public Works; and DPA Kathleen Fitzgerald.

Approval of Minutes

The Minutes of March 17, 2008 were approved as corrected.

Consent Agenda

**MOTION:** Commissioner Bowman moved to approve the consent agenda items “a” through “g”. Chairman Pro Tem Benitz seconded and upon vote, the Board approved the following:

Human Services

- a. Appointment of C Latorre to the Mental Health Advisory Board
- b. Appointment of P Davis to the Mental Health Advisory Board

Office of Public Defense

- c. Professional Services Agreement w/S Naccarato for Legal Representation

Parks Department

- d. Contract w/Vista Engineering

Road/Engineer

- e. Authorization for Public Hearing for Comprehensive Six-Year Road Program
- f. Contract Extension for Card Lock Service for Gasoline and Diesel Fuel
- g. Granting Franchise to B.C. Water Company, LLC

## **Other Business**

### **WSAC Scholarship**

Commissioner Bowman noted that since 1995 there had not been a scholarship award to a Benton County employee's child and he was not sure why. He suggested a more aggressive marketing of the scholarship application, including possibly at the benefits fair.

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

### **Interlocal Agreement for Impoundment of Dangerous Dogs**

Adam Fyall presented a resolution and copy of an agreement authorizing the Board to enter into an interlocal agreement with the City of West Richland for impoundment of dangerous or potentially dangerous dogs. It was stated the contract would be paid for by the Sheriff's Patrol budget.

**MOTION:** Commissioner Bowman moved to approve the interlocal agreement with the City of West Richland for impoundment of dangerous or potentially dangerous dogs. Chairman Pro Tem Benitz seconded and upon vote, the motion carried.

### **Fairgrounds Insurance Presentation**

Linda Ivey presented a spreadsheet with suggested risk level requirements and estimated insurance costs for low, average, above average, vendor/exhibitor, and high-risk level lessees.

Melina Wenner also suggested the Board allow a "request for waiver" for low-risk (vendors only) if they felt the insurance was too high and risk management could make a determination whether there could be a reduction or waiver of the insurance requirements.

Commissioner Bowman said he was in favor of the plan going forward. Commissioner Benitz said he didn't have a problem and wanted to know if the State Risk Management had reviewed the matter. Melina said she sent the information to the broker for the Risk Pool and the broker for the County's property insurance and they both stated it was reasonable.

### **Preliminary Plat of the Ridge at Reata West - SUB 07-04**

Mike Shuttleworth said the Planning Commission completed its open record hearing for the preliminary plat application of The Ridge at Reata West, SUB 07-04. After reviewing the information presented, the Planning staff recommended approval of the preliminary plat.

Additionally, Mr. Shuttleworth said the applicant agreed to the increased road width of 80 feet, although it was not in the material provided.

Commissioner Bowman commented it would only be a matter of time before someone would need mass transit transportation due to the size and location of the development. He said it was

important for the County to look at these developments to make sure they were accessible to mass transit.

Commissioner Benitz also noted there were not provisions for school bus stops, parks and recreation and that it eventually would be needed.

Mr. Shuttleworth said the Planning Department could take more effort in talking with Transit about future developments and impacts.

**MOTION:** Commissioner Bowman moved to adopt the Planning Commission's recommendations, findings, and conclusions and approve the preliminary plat of The Ridge at Reata West, SUB 07-04, with conditions. Commissioner Benitz seconded and upon vote, the motion carried.

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

### **Animal Control Update**

Adam Fyall said the Board approved the interlocal agreement with West Richland for impoundment services and they were also interested in discussing other levels of animal control with the County.

Anne Guizzo stated there was an opportunity to partner with West Richland or Tri-Cities Animal Control for a regional animal control facility. She indicated the first step was to get a code implemented and she presented an example of the City of Kennewick's codes. Further, if the County decided to go with a regional facility, there would be approximately a three-year wait with Tri-Cities Animal Control, but the Board could approve a "stop-gap" contract in the meantime.

Mr. Guizzo said the citizens really cared about this issue and were moving forward regardless of the County's decisions. She indicated there were two entities moving forward with forming a high volume, high quality spay/neuter facility and there was an opportunity for the County to participate or support that endeavor in any way it could.

Harriet Johnson, advocate of the spay/neuter clinic, said she was looking at a mobile unit to provide spay/neuter services. She said they were not trying to undercut veterinarians, but wanted to work with people who were financially unable and take care of the free roaming cats.

Angela Zillar said that Kennewick, Pasco, and Richland all have cat control ordinances but that cat owners generally do not reclaim their cats. She suggested the County might have some controls for cats implemented.

The Board indicated it was ready for staff to work with legal counsel and bring back recommendations on a code and financial impacts.

### **Executive Session**

The Board went into executive session with DPA Kathleen Fitzgerald at 9:54 a.m. for approximately for 15 minutes to discuss potential litigation regarding the CID water rights issue. Also present were Steve Becken, Ryan Brown, Duane Davidson, Ross Dunfee, Loretta Smith Kelty; Adam Fyall; David Sparks, and Cami McKenzie. The Board came at 9:57 a.m. Ms. Fitzgerald announced that no decisions were made but direction was given.

**MOTION:** Commissioner Bowman move to instruct staff to begin the transfer of CID water rights to Two Rivers Park. Commissioner Benitz seconded and upon vote, the motion carried.

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

### **Final Plat of North River Estates – SUB 07-01**

Mike Shuttleworth presented the final plat of North River Estates and said the applicant had completed all requirements of approval.

Chairman Pro Tem Benitz stated he personally knew Mr. Giles, although he had not talked o Mr. Giles about this issue and his relationship with him would not influence his decision. Chairman Pro Tem Benitz asked if there was anyone present who objected to his participation. There was no response or objection noted.

**MOTION:** Commissioner Bowman moved to approve the Final Plat of North River Estates, SUB 07-01. Chairman Pro Tem Benitz seconded and upon vote, the motion carried.

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

### **Columbia Energy Offer Letter – Piert Road**

Columbia Energy submitted its letter of commitment in the amount of \$50,000 to fund a portion of the redesign of Piert Road, proposing a monthly payment in the amount of \$5,000 to the end of the year, or in the event the project closed earlier, the balance of any owed amount would be paid directly to the County. The letter also offered support in the County's effort to apply for funds from Freight Mobility Strategic Investment Board. Mr. Brendel said they received and accepted the conditions of the loan and were still working on securing equity and meeting with investors. He also stated the investors were closing on other ethanol plants and Columbia Energy was in the top two potential areas and stood a very good chance. He said he would be traveling to meet with the investors next week and would have a very good indicator after that meeting.

Commissioner Benitz said he was still in favor of the blue line alignment. However, if the Board was going to change its mind, he wanted to ensure the people living in Finley had an opportunity to give input at a public meeting. He suggested the matter be postponed until Commissioner Bowman was ready to make a decision.

Commissioner Bowman said he was concerned about the residents that would be affected and that was also interested in more public meetings so they could voice their opinion.

Mr. Dunfee said he would move forward with public meetings to give the public an opportunity to comment on the black line alignment.

### **Executive Session**

The Board went into executive session at 10:26 a.m. for approximately 10 minutes with DPA Eric Hsu via/videoconference and Melina Wenner to discuss potential litigation on claims against the county. Also present were Ryan Brown, Loretta Smith Kelty, Bryan Perry, David Sparks, and Cami McKenzie. The Board came out of executive session at 10:29 a.m. Mr. Hsu announced that no decisions were made in executive session.

**MOTION:** Commissioner Bowman moved to deny County Claims CC 08-07 & CC 08-10. Commissioner Benitz seconded and upon vote, the motion carried.

### **Bid Opening – Bulk Diesel Fuel**

The Board received the following bids:

Wondrack Distributing, Inc.  
Tri-Cities, WA  
Major Supplier: Chevron  
Reference City: Pasco  
Price Per Gallon: \$3.4467

Connell Oil, Inc.  
Pasco, WA  
Major Supplier: BP  
Reference City: Pasco  
Price Per Gallon: \$3.433

Bleyhl Farm Service, Inc.  
Grandview, WA  
Major Supplier: BP  
Reference City: Pasco  
Price Per Gallon: \$3.4288

CHS, Inc.  
Pasco, WA  
Major Supplier: Cenex  
Reference City: Pasco  
Price Per Gallon: \$3.523

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

**Bid Award – Two Rivers Boat Dock Repairs**

Roy Rogers presented the resolution awarding the contract for construction of the Boat Dock Repairs at Two Rivers Park.

**MOTION:** Commissioner Bowman moved to approve the resolution awarding the contract to Siefken & Sons Construction in the amount of \$74,187.67. Chairman Pro Tem Benitz seconded and upon vote, the motion carried.

**Unscheduled Visitors**

Miller Edwards, Old Car Club, said he was concerned about the new insurance requirements for a contract at the Fairgrounds. However, he talked with Linda Ivey and believed it was now being worked out to something they could live with.

**Vouchers**

Check Date: 03/17/2008  
Warrant # 217545-217548  
Total all funds: \$4,567.24

Check Date: 03/17/2008  
Taxes # 10108035-10108036  
Warrant # 893472  
Total all funds: \$730.58

Check Date: 03/21/2008  
Warrant #: 893558-893801  
Total all funds: \$1,272,670.55

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

**Resolutions**

- 08-417 Appointment of C Latorre to the Mental Health Advisory Board
- 08-418 Appointment of P Davis to the Mental Health Advisory Board
- 08-419 Professional Services Agreement w/S Naccarato for Legal Representation
- 08-420 Authorization for Public Hearing for Comprehensive Six-Year Road Program
- 08-421 Awarding the Professional Services Agreement to Vista Engineering Technologies
- 08-422 Contract Extension for Card Lock Service for Gasoline and Diesel Fuel
- 08-423 Granting Franchise to B.C. Water Company, LLC
- 08-424 Approval of Preliminary Plat Application SUB 07-04

- 08-425 Interlocal Agreement for Potentially Dangerous or Dangerous Dog Impoundment Services
- 08-426 Approval of Final Plat of North River Estates SUB 07-01
- 08-427 Awarding the Construction of the Boat Dock Repairs Located at Two Rivers Park

The meeting adjourned at approximately at approximately 10:50 a.m.

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Clerk of the Board

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Chairman

## MINUTES

### BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS

Special Bi-County Board Meeting  
March 24, 2008, 1:30 p.m.  
Commissioners' Conference Room  
Benton County Justice Center, Kennewick, WA

#### Benton County

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

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

#### Franklin County

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

**Employees Present:** Personnel Manager Rosie Rumsey

#### National Alliance for the Mentally Ill (NAMI)

Gordon Bopp, NAMI, explained why the Tri-Cities needed a consolidated crisis response center. He said the Tri-Cities failed to provide a place for first responders to bring people for evaluation for mental illness, so instead they were booked into jail for misdemeanors. He stated that improving the mental health system required cooperation from all levels and the CCRC would provide the setting and space to deal with people with mental health issues, provide a place for first responders to bring them, and act as a crisis detox center and referral center for ongoing treatment and recovery. He said a consolidated crisis response center has shown to reduce recidivism by 85% and expenditures of up to \$30,000 to \$40,000 per person.

Melody Otness read a letter from Kristin Cox, Ms. Tri-Cities into the record. The letter expressed her support of a CCRC as a central site for people with mental illness to receive help and encouraged establishment of the center.

### Community Action Committee

Judith Gidley, CAC, said that CAC was involved in the development of a CCRC because of the goals and objectives in their 10-year plan for reducing homelessness. She said the Tri-Cities needed a consolidated crisis center in order to meet the goals and objectives in the 10-year plan.

Carrie Huie Pascua said the CCRC was part of the Human Services goals and objectives and the committee had started meeting in August 2007. Additionally, she was tasked to bring the issue to the three advisory boards for review and consent.

Carl Cadwell, Cadwell Labs, recommended the Board look at using the "Worksource model" to bring all these agencies together for a client to get the service it needs and that it had been completed very successfully in other counties. He said he was personally committed to making Tri-Cities the healthiest community in the State. He discussed different structural options (master lease that would lease the building to an agency that could sublet out to sub-agencies, or separates leases with all agencies). He said the Worksource model worked because it was client oriented and not agency oriented.

Commissioner Corkrum said it sounded like a good plan, however, did not know if the counties had the money to pay for it and wanted more information. She stated she visited the Yakima County facility and was very impressed.

Commissioner Benitz said he agreed the services were needed and the plan would change how the County had been providing services. He said he was not interested in going in the direction of building a facility to lease out to a non-profit agency. However, he would be in favor of an entrepreneur funding the building and using it as an opportunity for the County to move forward to provide service under one roof.

Cricket Cordova said when the feasibility study was done, it was her goal to show not only how the Counties could afford to do this, but also how they could not afford not to.

### Franklin County

**MOTION:** Commissioner Miller moved to approve the resolution appointing Benton Franklin Community Action Committee to serve as lead agency in the development of a Benton Franklin Consolidated Crisis Response Center. Commissioner Corkrum seconded and upon vote, the motion carried unanimously.

### Benton County

**MOTION:** Commissioner Benitz moved to approve the resolution appointing Benton Franklin Community Action Committee to serve as lead agency in the development of a Benton Franklin Consolidated Crisis Response Center. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

### Salary Request Statement

Carrie Huie-Pascua presented a salary request statement to place Gordon Cable at a grade 18D for his promotion to Crisis Response Supervisor, an increase of 9.8% over his current salary.

#### Benton County

**MOTION:** Commissioner Benitz moved to approve the salary request statement for the Crisis Response Supervisor at a bi-county non-bargaining grade 18D. Commissioner Bowman seconded and upon vote, the motion carried.

#### Franklin County

**MOTION:** Commissioner Corkrum moved to approve the salary request statement for the Crisis Response Supervisor at a bi-county non-bargaining grade 18D. Commissioner Miller seconded and upon vote, the motion carried.

### Executive Session

The Boards went into executive session at 2:10 p.m. to discuss the performance of a public employee. Present were David Sparks, Fred Bowen, Melina Wenner, Rosie Rumsey, and Cami McKenzie. The Board came out of executive session at 2:25 p.m. and announced it would need another 30 minutes. The Board came out of executive session at 2:32 p.m. Mr. Sparks announced that discussion was held, but no decisions were made.

#### Franklin County

**MOTION:** Commissioner Corkrum moved to approve the evaluation and step increase from 23G to 23H at the proposed salary of \$7,218 for Carrie Huie-Pascua. Commissioner Miller seconded and upon vote, the motion carried.

#### Benton County

**MOTION:** Commissioner Benitz moved to approve the evaluation and step increase from 23G to 23H at the proposed salary of \$7,218 for Carrie Huie-Pascua. Commissioner Bowman seconded and upon vote, the motion carried with Chairman Oliver opposing.

There being no further business before the Boards, the meeting adjourned at 2:36 p.m.

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Clerk of the Board

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Chairman, Benton County

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	=====
Meeting Date: March 31, 2008 Subject: Grease trap pumping & cleaning Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u>  </u> Public Hearing <u>  </u> 1st Discussion <u>  </u> 2nd Discussion <u>  </u> Other <u>  </u>

**SUMMARY & BACKGROUND INFORMATION**

There has been a problem with a certain smell that lingers around the Benton County Justice Center. Several attempts have been made to eliminate the odor, but to no avail. It is the Benton County Facilities Manager's opinion that the smell is being emitted from the grease trap located at the Benton County Jail Facility. The new jail has been operational for three years. During this time, the grease trap has been pumped annually, but not cleaned. As an attempt to eliminate the odor, we are going to pump and clean the grease trap every six months. By pumping and cleaning the grease trap every six months, we are hoping to eliminate the odor and extend the life of the grease trap. Before and after pictures will be provided by MRP Services in order to track the condition of the grease trap. MRP Services has a satellite office in the Tri-Cities area, but their main billing office is out of Portland, OR.

**FISCAL IMPACT**

\$19,601.60 excluding WSST to be paid out of 120-budget Physical Environment-Facility section. \$5,000.00 has been budgeted for 2008. The remaining money will be found within the 120-budget Physical Environment-Facility section.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING ANNUAL SERVICES TO PUMP AND CLEAN THE GREASE TRAP LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WASHINGTON

**WHEREAS**, the Washington State Contract No. 05406 allows Barrich Inc. doing business as Metro Rooter & Plumbing (MRP Services) to perform services for waste pumping, disposal of waste, and cleaning grease traps; and

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

**WHEREAS**, the price quote is \$9,800.80 per service for a total of \$21,500.00 including WSST; and

**WHEREAS**, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with MRP Services, Portland, OR as the sole source provider to perform said service; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby awards the contract to MRP Services, PO Box 33585, Portland, OR in the amount of \$21,500.00 including WSST; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman to sign the attached Service Agreement; and

**BE IT FURTHER RESOLVED** said contract may be extended for four (4) additional one (1) year periods if mutually agreed upon by both parties.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

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

Prepared by: K Mercer

**CONTRACT FOR PUBLIC WORK  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MRP Services**, with its principal offices at PO Box 33585, Portland, OR 97292, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents

- a. Exhibit "A" - Contractor's Proposal date 2-15-08
- b. Exhibit "B" - Prevailing wage schedule for Benton County

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **immediately upon execution by the COUNTY**, and shall expire on December 31, 2008. This contract may be extended for four (4) additional years if mutually agreed upon by both parties. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR shall pump 20,000 gallons from the grease trap located at the Benton County Justice Center Corrections Facility twice annually, with a separation of approximately six (6) months. The actually date and time of the pumping shall be coordinated with COUNTY's representative.
- b. CONTRACTOR shall hydro jet and scrape the inside of the grease trap following each pumping in such a manner as to eliminate the buildup of waste materials on the inside walls of the trap.
- c. The CONTRACTOR shall email Roy Rogers ([roy.rogers@co.benton.wa.us](mailto:roy.rogers@co.benton.wa.us)) digital pictures of before

cleaning the inside of the grease trap and after cleaning the inside of the grease trap within one (1) week following the cleaning. Compensation shall not be paid unless and until such pictures are provided.

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

#### 4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Mike Sminia- Accounts Manager MRP Services  
PO Box 33585  
Portland, OR 97292

Phone 503-806-4630  
Fax 503-241-3636

b. For COUNTY:

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

5. COMPENSATION

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

- a. The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$21,500.00 including Washington State Sales Tax.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract. Also, no payment shall be made until CONTRACTOR submits a statement of intent to pay prevailing wages in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries. Thereafter, final payment shall not be made until an affidavit of prevailing wages paid is submitted in a form acceptable to, and as certified by, the Washington State Department of Labor and Industries.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR shall not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. The CONTRACTOR shall also hold harmless,

indemnify and defend, if applicable, the COUNTY, its officers, officials, employees and agents from and against any penalties or fines assessed by any federal, state or local governmental regulatory agency including, but not limited to: OSHA, Department of L&I, EPA, Department of Ecology, where the allegation pertains to the improper pumping or cleaning of the grease trap or disposal of waste obtained therefrom, or any violation of workplace safety standards or regulations pertaining to work conducted by CONTRACTOR pursuant to this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

8. INSURANCE

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be

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

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

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

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars\* (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of Any Auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.
- d. **Other Insurance Provisions:**
- (1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
  - (2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
  - (3) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
  - (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
  - (5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (6) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  - (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they

limitations on indemnification.

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

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

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

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

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

- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:  
  
Risk Manager  
Benton County Prosecuting Attorney's Office  
7320 W. Quinault Avenue  
Kennewick, WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. TERMINATION

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

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

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

#### **10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

#### **11. NON-WAIVER OF RIGHTS**

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **Five** of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, subcontractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the

project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages. Pursuant to this contract are covered by such laws.

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

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

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the

work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY."

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

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

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

both as to its interpretation and performance.

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

facsimile, service shall be effective at the beginning of the next working day.

**25. PERFORMANCE BOND**

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

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

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

DATED: 3/11/2008

BENTON COUNTY BOARD OF COMMISSIONERS

CONTRACTOR  
MRP Services

\_\_\_\_\_  
Chairman

Mike Sminia  
Mike Sminia

Member

Member

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

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

Approved as to Form:

[Signature] Deputy  
Prosecuting Attorney



• DRAIN CLEANING • PLUMBING • COOKING OIL  BIO-DIESEL • PUMPING • ENVIRONMENTAL •

February 15, 2008

Steve Franckowiak  
County of Benton  
7122 West Okanogan Place, Box H  
Kennewick, Washington 99336

**Benton County Justice Center:**

**Scope: Schedule maintenance for 20,000 gallon grease trap.**

- 1) Pump external 20,000 gallon grease trap (Every six months)
- 2) Dispose of contents at certified disposal location. (MRP to handle)
- 3) Price including confined space needed for job.

**Exclusions:**

- 1) Upgrades or repairs to existing systems.
- 2) Remobilization of equipment do to blocked access.
- 3) Overtime or weekend work.

**Rates:**

- 1) External Grease Trap 20,000 gallons. \$9,800.80 each service

Accepted and Agreed to:  
Benton County Justice Center

By : \_\_\_\_\_  
Please Print

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Respectfully,  
Mike Sminia  
Accounts Manager  
MRP Services  
503-806-4630

**State of Washington**  
**Current Contract Information**  
Revise date: June 21, 2007

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

<b>Contract number:</b> 05406	<b>Commodity code:</b> 9782
<b>Contract title:</b> WASTE PUMPING SERVICES	
<b>Purpose:</b> Update contractor information.	
<b>Current extension period:</b> August 7, 2006 through: August 6, 2008	
<b>Contract type:</b> A convenience use contract for all customers.	
<b>For use by:</b> General use: All State Agencies, Political Subdivisions of Washington State (WSPC), Qualified Non-profit Corporations, and Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).	

**Scope of Contract:** This contract is awarded to two contractors.

**Contractors:** **MRP Services**  
**Evergreen Sanitation Inc.**

**Contractor Information:** See pages 4 to 6 for details.

**Pricing Information:** See pages 7 to 10 for details.

**Ordering information:** See page 2, Notes section and Contractor Information for details.

**Services available:** A purchased service contract for waste pumping and disposal of waste generated from discarded grease, fats and oils from food preparation facility collection/removal systems, sewage from septic tanks/vaults, parking lot oil/water separators, and other typical waste pumping services at government facilities.

**Other Related Contracts:** #03505, Hazardous Waste Handling and Disposal Services; #00301, Disposal of Contaminated Solid and Liquid Waste; #00504, On-Site Stabilization Service for Hazardous Materials; #15903, Oil and Bilge Waste Management for Marine Vessels; and, #30700 Environmental Consulting Services.

**Office of State Procurement:**

<b>State Procurement Officer:</b> Mark T. Gaffney, CPPB	<b>OSP Customer Service</b>
<b>Phone Number:</b> (360) 902-7424	<b>Phone Number:</b> (360) 902-7400
<b>Fax Number:</b> (360) 586-2426	<b>Fax Number:</b> (360) 586-2426
<b>Email:</b> <a href="mailto:mgaffne@ga.wa.gov">mgaffne@ga.wa.gov</a>	<b>Email:</b> <a href="mailto:pcamail@ga.wa.gov">pcamail@ga.wa.gov</a>

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3-31-2008</u> Subject: _____ Prepared by: <u>Linda Ivey</u> Reviewed by: Loretta	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

b

**SUMMARY BACKGROUND INFORMATION**

The Board was presented with recommended Fairgrounds Insurance Risk Level Limits and Categories/Classifications at the March 24, 2008 Board meeting.

Commissioners approved of the recommendation.

**RECOMMENDATION**

Pass the Resolution and attached Fairgrounds Insurance Risk Levels Limits and Categories/Classification.

# RESOLUTION

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

**IN THE MATTER OF ESTABLISHING AN INSURANCE RISK POLICY FOR THE BENTON COUNTY FAIRGROUNDS.**

**WHEREAS**, the Board of Benton County Commissioners desires to adopt the Benton County Fairgrounds Insurance Risk Level Limits and Categories/Classifications, **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners that the attached Benton County Fairgrounds Insurance Risk Level Limits and Categories/Classifications are hereby adopted.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**Fairgrounds Insurance  
Suggested Risk Level Limits and Categories/Classifications**

LOW	AVERAGE	ABOVE AVERAGE	HIGH
<p>Lessee</p> <p>General Liability Per Occurrence \$1,000,000 General Aggregate \$1,000,000</p>	<p>Any Event with: Food or Alcohol</p> <p>Lessee</p> <p>General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000</p> <p>Liquor Liability Endorsement Per Occurrence \$1,000,000 General Aggregate \$2,000,000</p>	<p>Any Event with: Vendors or Concessionaires *</p> <p>Lessee</p> <p>General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000</p> <p>Liquor Liability Endorsement Per Occurrence \$1,000,000 General Aggregate \$2,000,000 (If applicable)</p>	<p>Events excluded for coverage from Diversified</p> <p>Lessee provides Insurance through their own carrier</p> <p>Benton County limits to be provided by the Risk Manager in cooperation with the PA and Office Manager</p>
<p>Antique Shows</p> <p>Art Shows</p> <p>Banquets</p> <p>Boat Shows</p> <p>Business Meetings/Shows</p> <p>Craft Shows</p> <p>Civic Clubs/Group Meetings</p> <p>Conventions</p> <p>Quinceanera</p> <p>Reunions</p> <p>RV Shows</p> <p>Weddings/Receptions</p>	<p>Animal Shows/ Training</p> <p>Banquets</p> <p>Casino</p> <p>Concerts</p> <p>Dances &amp; Parties</p> <p>Dog Shows</p> <p>Farmers Markets</p> <p>Parades</p> <p>Political Rallies</p> <p>Quinceanera</p> <p>Reunions</p> <p>Religious Assemblies</p> <p>Rummage Sales</p> <p>Sidewalk Sales</p> <p>Swap Meets/ Flea Market</p> <p>Trade Shows</p> <p>Weddings/Receptions</p>	<p>Vendors:without Food or Alcohol</p> <p>General Liability Per Occurrence \$1,000,000 General Aggregate \$1,000,000</p> <p>Vendors: with Food or Alcohol</p> <p>General Liability Per Occurrence \$1,000,000 General Aggregate \$2,000,000</p> <p>any Low or Average Event involving vendors or concessionaires *</p>	<p>Boxing</p> <p>Carnival Rides</p> <p>Circuses</p> <p>Concerts- over 6 hours</p> <p>Contact Karate or Martial Arts</p> <p>Equestrian Events</p> <p>Football/Lacrosse/ Rugby</p> <p>Hockey</p> <p>Hosted Bar- over 5 hours</p> <p>Inflatable Activities</p> <p>Jousting</p> <p>Moon Bounce</p> <p>Mosh Pit</p> <p>Motorized sporting events</p> <p>Pyrotechnics</p> <p>Rock Climbing</p> <p>Rodeo Events</p> <p>Trampoline</p> <p>Wrestling</p>

Listed above are General guidelines. Each Event is unique and additional insurance requirements may be required  
 \*A Lessee with Vendors or Concessionaires may fill out a form to Request for Waiver of Vendor Insurance Requirements.

**BENTON COUNTY FAIRGROUNDS FACILITY USE  
REQUEST FOR REDUCTION OR WAIVER OF INSURANCE  
REQUIREMENTS**

**Instructions**

To request a reduction or waiver of the insurance requirements that the Benton County Fairgrounds has established for facility users who are renting the Benton County Fairgrounds Facilities, the facility user(s) must submit the completed form to Benton County Risk Management for review and approval. (If the level of risk increases during the Agreement period, after a reduction or waiver has been approved, it is the responsibility of the Benton County Fairgrounds staff to confer again with Risk Management or obtain the required limits of insurance.)

---

**Facility User Information:**

Name of Facility User: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone & Fax: \_\_\_\_\_ Contact Person: \_\_\_\_\_

---

**Nature of Facility Use:**

Refer to Suggested Fairgrounds Risk Level Limits and Categories/Classifications to Determine Risk Exposure Level:  Low  Average  Above Average  High

Lease Agreement Attached:  Yes  No

Lease Agreement Start Date: \_\_\_\_\_ Lease Agreement End Date: \_\_\_\_\_

Description of facility use (if necessary, attach part of contract that describes facility use):

---

**Request for Reduction of Benton County Fairgrounds Insurance Requirements:**

*What are the specific insurance requirements that you want reduced or waived?*

*Explain how reduced risk exposure justifies approval of this risk.*

---

**Benton County Risk Management Review and Approval:**

Request approved?  Yes  No

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

COPYC

AGENDA ITEM	TYPE OF ACTION NEEDED	
Change to Benton and Franklin Counties Developmental Disabilities Advisory Board Bylaws	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
Prepared By: Carol Carey	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Developmental Disabilities Advisory Board (DDAB) currently meets every other month. On March 13, 2008, the Board voted to change the bylaws to allow the meetings to take place every month with a minimum of five monthly meetings.

**RECOMMENDATION**

Sign the resolution to accept the proposed bylaw change.

**FISCAL IMPACT**

There is no fiscal impact for this by-law change

**MOTION**

To approve signing the Resolution to allow the change to the Developmental Disabilities Bylaws.

# JOINT RESOLUTION

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

Franklin County Resolution No. \_\_\_\_\_

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

## IN THE MATTER OF APPROVING THE BENTON AND FRANKLIN COUNTIES DEVELOPMENTAL DISABILITIES ADVISORY BOARD'S CHANGE TO THE BYLAWS

**WHEREAS**, the Benton and Franklin Counties Developmental Disabilities Advisory Board (DDAB) currently meets every other month; and

**WHEREAS**, the DDAB met on March 13, 2008 and discussed meeting dates; and

**WHEREAS**, the DDAB voted to hold their meetings once per month, with a minimum of five months per year, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Benton and Franklin County Commissioners sign the resolution allowing the Developmental Disabilities Advisory Board bylaw change.

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

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

\_\_\_\_\_  
Claude Oliver, Chair

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

\_\_\_\_\_  
Max Benitz, Jr., Chair, Pro Tem

\_\_\_\_\_  
Rick Miller, Chair, Pro Tem

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

\_\_\_\_\_  
Neva Corkrum, Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

cc: Human Services, Franklin County

Carey

COMMITTEES:

The chair of the Advisory Board shall appoint the chair of standing or temporary committees. All committees shall be comprised of members of the Advisory Board. Members of the committees may be appointed by the chair of the Advisory Board or at his/her discretion may be selected by self-nomination or by the committee chair.

Committee operations shall follow these by-laws as set forth.

MEETINGS:

1. All meetings will be held at the Department of Human Services office unless otherwise directed by the chair of the Advisory Board.
2. Regular meetings shall be held once every other per month, a minimum of five months per year.
3. The meeting of the Advisory Board shall be open to the public with the exception of executive sessions held pursuant to RCW 42.30.110 as it exists or is amended.

QUORUM:

A majority of the membership of the Advisory Board present for a meeting shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, shall be deemed to be the action of the Advisory Board, except in matters relating to the amendment of these by-laws.

Final recommendations to the County Commissioners for approval of amendments to these by-laws shall be by the affirmative vote of two-thirds (2/3) of the membership.

ABSENCE OF MEMBERS

Members unable to attend a regularly scheduled meeting of the Advisory Board shall so notify the secretary in advance. Three consecutive, unexcused absences shall be construed as a neglect of duty. The position shall be declared vacant, the member so notified.

MINUTES:

The secretary shall keep for each meeting recorded minutes for its formal record. Additionally, the secretary will provide written notes to the Advisory Board for each meeting which includes all actions and motions taken by the Advisory Board.

PROXY VOTING:

Voting by proxy is not permitted at meetings of the Board or its committees.

d

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Resolution 08-338 approved a professional service agreement with Gloria Ochoa Lawrence, attorney at law, for legal representation of indigent individuals charged with crimes in the Benton County District Court; and

WHEREAS, the professional service agreement approved in Resolution 08-338 is scheduled to expire as of March 31, 2008, but the services continue to be required and both the Board of County Commissioners and Gloria Ochoa Lawrence desire to amend Resolution 08-338 to extend the termination date to reflect a term of January 1, 2008, through June 30, 2008, to ensure continued legal representation of indigent individuals charged with crimes in the Benton County District Court;

NOW, THEREFORE,

BE IT RESOLVED that the professional service agreement approved by Resolution 08-338 hereby is reaffirmed and the Board of Benton County Commissioners hereby approves the extended contract term to be January 1, 2008, continuing through and including June 30, 2008, and hereby amending Resolution 08-338

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

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

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

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

Attest: .....  
Clerk of the Board

Original: File  
cc: Gloria Ochoa Lawrence; Jacki Lahtinen; Rosie Sparks;  
Rosemary Ozua

J.Paxton

**ADDENDUM TO GLORIA OCHOA LAWRENCE, ATTORNEY AT LAW,  
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL  
REPRESENTATION TO INDIGENT PERSONS CHARGED WITH  
MISDEMEANORS IN BENTON COUNTY DISTRICT COURT**

THIS SPECIFIC AGREEMENT to render additional professional services for indigent persons charged with misdemeanors in Benton County District Court is entered into by and between Gloria Ochoa Lawrence, attorney at law, Washington State Bar Association #31087 (Attorney), and BENTON COUNTY, a State of Washington political subdivision (the County), for and on behalf of Benton County District Court.

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

- A. The County has the responsibility to provide legal services to indigent persons charged with criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to criminal charges in the Benton County Court system.
- C. Attorney desires to continue representing those clients under the same terms and conditions as those in the specific Professional Services Agreement now in effect between Attorney and the County to provide such services in the Benton County District Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **30th day of June 2008**, unless earlier terminated or extended pursuant to the applicable terms and provisions of this Agreement. This agreement is specifically agreed to be and is presented as an addendum to the specific Professional Services Agreement to provide legal representation of indigent persons charged with misdemeanors in Benton County District Court that currently is in effect between the Attorney and the County.

2. **SPECIFIC TERMS AND CONDITIONS OF AGREEMENT.**

a. The general terms and conditions in effect under the specific Professional Services Agreement now in effect between Attorney and the County remain in full force and effect and shall serve as the terms and conditions of this agreement unless specifically stated and agreed otherwise. This agreement specifically incorporates by reference all of the terms and conditions of the previously referenced agreement.

b. Those terms and conditions specifically include but are not limited to those items enumerated in the PSA now in effect.

3. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during March through June of 2008, Attorney's monthly compensation hereunder shall be **\$4591.67 per month** (proratable for any partial month), payable on the last business day of the month.

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

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

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

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

10. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses,

and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

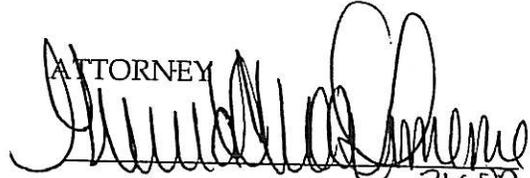
**(Signatures appear on following page)**

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

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

Date: 3/19/08

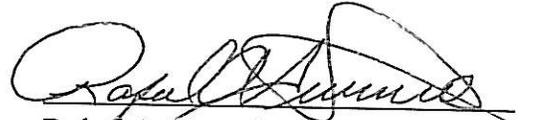
BENTON COUNTY

ATTORNEY  
  
31087

\_\_\_\_\_  
Chairman

Approved as to Content:

\_\_\_\_\_  
Commissioner

  
Rafael A. Gonzales  
Indigent Defense Coordinator

\_\_\_\_\_  
Commissioner

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# RESOLUTION

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

**IN THE MATTER OF AN ADDENDUM TO PERSONAL SERVICE AGREEMENT WITH NORMA RODRIGUEZ, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON COUNTY ADULT DRUG COURT**

**WHEREAS**, Resolution 07-133 approved a personal service agreement with Norma Rodriguez, attorney at law, for legal representation of individuals participating in the Benton County Adult Drug Court; and

**WHEREAS**, the personal service agreement approved by Resolution 07-133 now has expired but the services continue to be required and both the Board of County Commissioners and Norma Rodriguez desire to enter into an addendum to the agreement effective March 1, 2007 through December 31, 2007, to extend the termination date to reflect a term of January 1, 2008, through March 31, 2008, to permit negotiation of a new professional service agreement for legal representation of individuals participating in Benton County Adult Drug Court;

**NOW, THEREFORE,**

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby approves the attached addendum to Personal Service Agreement for Legal Representation of Indigent Individuals in Benton County Adult Drug Court for the period January 1, 2008 through March 31, 2008

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

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

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

\_\_\_\_\_ Member

Attest: ..... Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: File  
Cc: Rosie Sparks; Norma Rodriguez; Pat Austin; Rosemary Ozuna

Judy Paxton

**ADDENDUM TO NORMA RODRIGUEZ, ATTORNEY AT LAW,  
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL  
REPRESENTATION TO PERSONS PARTICIPATING IN BENTON-  
FRANKLIN COUNTY SUPERIOR COURT ADULT DRUG COURT**

THIS SPECIFIC AGREEMENT to render additional professional services for persons participating in Benton County Superior Court Adult Drug Court is entered into by and between Norma Rodriguez, attorney at law, Washington State Bar Association #22398 (Attorney), and BENTON COUNTY, a State of Washington political subdivision (the County), for and on behalf of Benton County Superior Court and specifically on behalf of the Benton-Franklin Superior Court Adult Drug Court.

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

- A. The County has the responsibility to provide legal services to persons charged with criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to persons subject to criminal charges in the Benton County Court system.
- C. Attorney desires to continue representing those clients under the same terms and conditions as those in the specific Professional Services Agreement now in effect between Attorney and the County to provide such services in the Benton-Franklin Superior Court Adult Drug Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2008**, and shall continue thereafter through and including the **31<sup>st</sup> day of March, 2008**, unless earlier terminated or extended pursuant to the applicable terms and provisions of this Agreement. This agreement is specifically agreed to be and is presented as an addendum to the specific Professional Services Agreement to provide legal representation of indigent persons charged with misdemeanors in Benton County District Court that currently is in effect between the Attorney and the County.

2. **SPECIFIC TERMS AND CONDITIONS OF AGREEMENT.**

a. The general terms and conditions in effect under the specific Professional Services Agreement now in effect between Attorney and the County remain in full force and effect and shall serve as the terms and conditions of this agreement unless specifically stated and agreed otherwise. This agreement specifically incorporates by reference all of the terms and conditions of the previously referenced agreement.

b. Those terms and conditions specifically include but are not limited to those items enumerated in the PSA now in effect.

3. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during January through March of 2008, Attorney's monthly compensation hereunder shall be \$3,000.00 per month (proratable for any partial month), payable on the last business day of the month.

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

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

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

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

10. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses,

and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

**(Signatures appear on following page)**

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

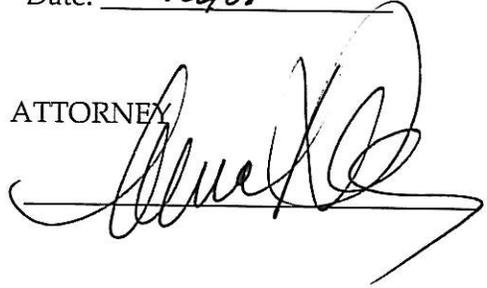
Date: \_\_\_\_\_

Date: 03/26/08

BENTON COUNTY

ATTORNEY

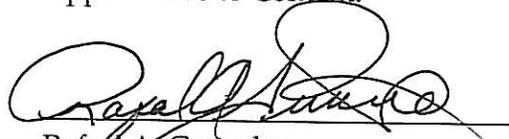
\_\_\_\_\_  
Chairman



\_\_\_\_\_  
Commissioner

Approved as to Content:

\_\_\_\_\_  
Commissioner



Rafael A. Gonzales  
Indigent Defense Coordinator

# RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED"  
PLUMBING, PIPEFITTING, ELECTRICAL AND WELDING SERVICES WITH DOYLE  
ELECTRIC, INC. AT ALL BENTON COUNTY PARK LOCATIONS**

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

**WHEREAS**, Benton County Park's Department personnel solicits Doyle Electric, Inc., Pasco, WA (local department) for various projects as this contractor is familiar with all the park facilities and is readily available and willing to provide services for the County when needed; and

**WHEREAS**, the Facilities Manager recommends a blanket service agreement with Doyle Electric, Inc., Pasco, WA to be put in place for "as needed" services for plumbing, pipefitting, electrical and welding services, along with other miscellaneous services they are qualified to perform for all locations of Benton County park facilities for small projects costing less than \$10,000; and

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

**WHEREAS**, the prices for said services is in accordance to the agreement and Doyle Electric, Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Doyle Electric, Inc. the blanket service agreement for "as needed" services at all Benton County Park locations; and

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

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Doyle Electric Inc., with its principal offices at 1421 Dell Avenue, Walla Walla 99362, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents

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

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods if mutually agreed upon by both parties. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

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

Plumbing and pipefitting  
Electrical  
Welding

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

requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for general maintenance repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

3416 N. Swallow Ave.  
Pasco, WA 99301  
Phone 509-542-8099  
Fax 509-542-8143

- b. For COUNTY:

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

5. COMPENSATION

The CONTRACTOR shall be paid for general maintenance repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) not including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the general maintenance repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by

RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2) (a)-(c)."

**7. AMENDMENTS AND CHANGES IN WORK**

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

**8. HOLD HARMLESS AND INDEMNIFICATION**

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

persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTORS obligations under this Section 8 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

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

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

- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly

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

- 11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

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

**10. PERFORMANCE BOND**

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

**11. TERMINATION**

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

**12. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

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

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

### **13. NONDISCRIMINATION**

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

### **14. DISPUTES**

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

### **15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**16. ENTIRE AGREEMENT**

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

**17. NOTICES**

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

**18. SEVERABILITY**

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

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

The parties specifically certify that the provisions contained within paragraph 8(b) are mutually negotiated.

BENTON COUNTY

Doyle Electric Inc.

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

\_\_\_\_\_  
Leo Doyle  
Owner/President

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

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

Approved as to Form:

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

# Doyle ELECTRIC Inc.

Serving our customers since 1972  
and

## Ron's Pump & Motor

A Division of Doyle Electric, Inc.

"We care  
about your safety"

### RATES FOR HOURLY CONTRACT WORK PERFORMED IN 2008 AS NOTED BELOW:

#### PLUMBERS & PIPEFITTERS:

JOURNEYMAN	\$	85.00
TRAINEE	\$	75.00
MAN W/TRUCK	\$	95.00
TWO MEN W/TRUCK	\$	170.00

#### ELECTRICIANS:

JOURNEYMAN	\$	75.00
TRAINEE	\$	65.00

#### WELDERS:

JOURNEYMAN	\$	80.00
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NOTE: RATES ARE FOR SERVICE, AND/OR REPAIR WORK PERFORMED IN  
THE ABOVE CAPACITIES.

9

**AGENDA SUMMARY SHEET**

MEETING DATE: March 31, 2008

AGENDA ITEM: Claim CC08-06 and CC08-10

SUBJECT:

- Consent Agenda       Public Hearing       Discussion  
 1st Discussion       2nd Discussion       Other

TYPE OF ACTION NEEDED:

- Execute Contract       Pass Resolution       Pass Ordinance  
 Pass Motion       Other

BACKGROUND INFORMATION:

The Risk Manager and Civil Prosecutor recommend denial of claim CC08-06 and CC08-10.

SUMMARY:

See above.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY CLAIMS CC08-06 AND CC08-10:**

**WHEREAS**, the Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed claim CC08-06 and CC08-10; and

**WHEREAS**, the Board of Benton County Commissioners has reviewed the recommendation of the Benton County Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; NOW, THEREFORE,

**BE IT RESOLVED** that the Board of Benton County Commissioners further approves the denial of claim CC08-06 and CC08-10.

Dated this ..... day of ....., 19 .....

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

\_\_\_\_\_  
Member.

\_\_\_\_\_  
Member.

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

Attest: .....  
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 24, 2008 Subject: Relocation Reimbursement Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

On February 4, 2008, the Personnel/Risk Manager received authorization from the Board of Benton County Commissioners to reimburse the new Safety and Training Coordinator, Bryan Perry, for costs directly related to relocation of Mr. Perry's household from Iowa. The Board authorized relocation reimbursement to Mr. Perry up to a maximum amount of \$5,000.00 provided that Mr. Perry agree and enter into an Employment Relocation Agreement which is attached.

In addition, the Board directed the Personnel/Risk Manager to draft a Relocation Expense Policy. The Personnel/Risk Manager has drafted a policy and has had it reviewed by the Prosecutor's Office. The policy will be sent out to all Elected Officials and Department Directors for their review and comments. After they have responded, the Personnel/Risk Manager will bring the policy before the Board for adoption.

**SUMMARY**

Same as above

**RECOMMENDATION**

Pass resolution.

**FISCAL IMPACT**

\$5,000.00 to be paid out of the Workers' Compensation and Insurance Management budget.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE EMPLOYMENT RELOCATION AGREEMENT WITH BRYAN PERRY, SAFETY AND TRAINING COORDINATOR, AND BENTON COUNTY**

**WHEREAS**, the Board of Benton County Commissioners authorized on February 4, 2008, reimbursement by the County to the new Safety and Training Coordinator, Bryan Perry, for costs directly related to relocation of Bryan Perry's household from Iowa; and

**WHEREAS**, that the Board of Benton County Commissioners authorized relocation reimbursement to Bryan Perry up to a maximum of \$5,000.00 provided that Bryan Perry agree and enter into an Employment Relocation Agreement; and

**WHEREAS**, an Employment Relocation Agreement has been signed by Bryan Perry; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby authorizes the reimbursement to Bryan Perry in the amount not more than \$5,000.00; and

**BE IT FURTHER RESOLOVED**, that the Board of Benton County Commissioners accepts the agreement signed by Bryan Perry as attached; and

**NOW, THEREFORE, BE IT RESOLOVED** that the Board of Benton County Commissioners authorizes the Auditor to pay the reimbursement in accordance with the Employment Relocation Agreement.

Dated this ..... day of ..... , 19 .....

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

\_\_\_\_\_  
Member.

\_\_\_\_\_  
Member.

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

Attest: .....  
Clerk of the Board

## BENTON COUNTY EMPLOYMENT RELOCATION AGREEMENT

The Benton County Commissioners have authorized reimbursement to you, up to a maximum of \$5,000.00, provided that you agree and enter into this Employment Relocation Agreement (Agreement).

I, Bryan Perry, understand and agree to all the following terms and conditions:

1. I must remain employed on a regular, full-time basis with Benton County for at least two years commencing on the date I start work for Benton County. Unpaid time will not count toward this two-year requirement.
2. If (1) my employment status changes from regular/full-time or (2) I resign or am terminated from employment with Benton County prior to completing two years of service, I will repay Benton County the relocation reimbursement amount I received, as follow:
  - a. I authorize Benton County, at its option, to deduct up to the full amount of relocation reimbursement from any wages or other amounts owed to me.
  - b. I will repay Benton County any remaining relocation reimbursement amount within 30 days following my change of status or, if a resignation/termination, within 30 days following my last day of employment with Benton County.
  - c. Benton County, at its option, may make other repayment arrangements with me. Any such other arrangements must be made in advance, in writing, and signed by the Benton County Commissioners.
3. Repayment may be waived by the County Commissioners, in their discretion, if employment is terminated for reasons beyond my control.
4. All applicable taxes in connection with the relocation reimbursement are my sole responsibility.
5. To obtain reimbursement, I must provide receipts for all qualifying relocation expenses to Melina Wenner, Personnel/Risk Manager, within the first six months following my first day of employment with Benton County. Only those relocation expenses specifically listed below are eligible for reimbursement.

Benton County will reimburse the employee for travel-related relocation costs from the new employee's previous residence to his/her new residence. Qualifying travel-related relocation expenses are limited to:

- Employee's fare at an "economy" or "coach" rate, for air or other passenger conveyance, via the most direct route, or
- The cost to drive one automobile, via the most direct route. Note: Mileage reimbursement is calculated at the current IRS rate. For each five hundred miles in distance traveled, the employee will receive reimbursement for lodging, not to exceed \$80.00.

Other qualifying relocation expenses are limited to:

- The cost of moving household goods and personal items
  - The cost of moving insurance for property moved.
6. Employment with Benton County is "at-will," which means that either Benton County or I can terminate the employment relationship at any time, with or without notice. This Agreement does not constitute an employment contract for a particular term or otherwise affects my at-will employment status.

**I have read, accept, and agree to the terms and conditions set forth in this Employment Relocation Agreement.**

Bryan Perry  
Employee Name (Print)

  
Employee Signature

3/17/08  
Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD C.E. 1861 CRP - WEBBER CANYON ROAD, M.P. 1.25 to DENNIS RD - CULTURAL REVIEW SURVEY

WHEREAS, the Board of County Commissioners intends to improve Webber Canyon Road: M.P. 1.25 to Dennis Road; and

WHEREAS, it has been determined by the Washington State Department of Transportation (WSDOT) and the Department of Archaeology and Historic Preservation that this project will require a Cultural Resources Survey to comply with Section 106 of the National Historic Preservation Act and 36 CFR 800; and

WHEREAS, the firm of Reiss-Landreau Research, Yakima, Washington, who conducted the same Survey for connecting project C.E. 1620 CRP – Webber Canyon Road, Dennis Road to Kiona, was contacted and has submitted a proposal to provide the Survey; and

WHEREAS, the County Engineer recommends accepting the proposal from Reiss-Landreau, because of their familiarity with the location of the project, and in the best public interest; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby approves the selection of the firm of Reiss-Landreau Research, Yakima, Washington to provide a Cultural Resources Survey for Webber Canyon Road, M.P. 1.25 to Dennis Road; and that the Agreement with Reiss-Landreau Research be and hereby is approved, and the Chairman is authorized to sign said Agreement.

Dated this 31st day of March, 2008.

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

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

\_\_\_\_\_  
Member.

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

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

**CONSULTANT AGREEMENT: Between  
Reiss-Landreau Research (RLR) Archaeological Consulting  
and Benton County**

**CONSULTING CONTRACT**

THIS AGREEMENT is made as of *March 20, 2008* between BENTON COUNTY and REISS-LANDREAU RESEARCH (RLR)

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

**TERMS AND CONDITIONS**

**1. Services.** RLR agrees to perform for Benton County the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Benton County and RLR. Such services are hereinafter referred to as "Services." Benton County agrees that RLR shall have ready access to Benton County's staff and resources as necessary to perform the RLR's services provided for by this contract.

**2. Compensation** for Services. Benton County agrees to pay RLR for Services for the price not to exceed \$ 2940.00 and executed by both Benton County and RLR.

**3. Invoicing.** Benton County shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by RLR, and Benton County shall pay the amount of such invoices to RLR.

**4. Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

RLR hereby acknowledges that during the performance of this contract, the RLR may learn or receive confidential Benton County information and therefore RLR hereby confirms that all such information relating to the Benton County's business will be kept confidential by the RLR, except to the extent that such information is required to be divulged to the RLR's clerical or support staff or associates in order to enable RLR to perform RLR's contract obligation.

**5. Staff.** RLR is an independent contractor and neither RLR nor RLR's staff is or shall be deemed to be employed by Benton County. Benton County is hereby contracting with RLR for the services described on Exhibit A and RLR reserves the right to determine the method, manner and mean by which the services will be performed. RLR is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Benton County's premises, then RLRs time spent at the premises is to be at the discretion of the RLR; subject to the Benton County's normal business hours and security requirements. RLR hereby confirms to Benton County that Benton County will not be required to furnish or provide any training to RLR to enable RLR to perform services required hereunder. The services shall be performed by RLR or RLR's staff, and Benton County shall not be required to hire, supervise or pay any assistants to help RLR who performs the services under this agreement. RLR shall not be required to devote RLR's full time nor the full time of RLR's staff to the performance of the services required hereunder, and it is acknowledged that RLR has other Benton Countys and RLR offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of RLR. Except to the extent that the RLR's work must be performed on or with Benton County's computers or Benton County's existing software, all materials used in providing the services shall be provided by RLR. RLR's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for RLR's failure to perform the contract's specification as required hereunder and conversely, subject to Benton County's obligation to make full and timely payment(s) for RLR's services as set forth in Exhibit B, RLR shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Benton County shall not provide any insurance coverage of any kind for RLR or RLR's staff, and Benton County will not withhold any amount that would normally be withheld from an employee's pay. RLR shall take appropriate measures to insure that RLR's staff is competent and that they do not breach Section 4 hereof.

Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

**6. Use of Work Product.** Except as specifically set forth in writing and signed by both Benton County and RLR, RLR shall have all copyright and patent rights with respect to all materials developed under this contract, and Benton County is hereby granted a non-exclusive license to use and employ such materials within the Benton County's business.

**7. Benton County Representative.** Bryan Thorp shall represent the Benton County during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

**8. Disputes.** Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of RLR's address [15(ii)] or any other state in which the Benton County resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

**10. Liability.** RLR warrants to Benton County that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Benton County and RLR. RLR makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall RLR be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to RLR in advance or could have been reasonably foreseen by RLR, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Benton County shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

**11. Laws** RLR shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

**12. Indemnity** RLR shall indemnify and hold Benton County and the State of Washington and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from RLR's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require RLR to indemnify Benton County or the State of Washington, their agents officers or employees; and provided further that if the claims or suits are caused by or a result from the concurrent negligence of (a)RLR, its agents or employees, and (b) Benton County and the State of Washington, their agents officers and employees, this indemnity provision, with respect to (1) claims or suits based upon such negligence (2) the costs to Benton County or the State of Washington of defending such claims or suits based upon such negligence (2) the costs to Benton County or the State of Washington of defending such claims shall be valid and enforceable only to the extent of RLR's negligence or the negligence of RLR's agents or employees

**13. Relation:** RLR's relation to Benton County shall be at all times an independent contractor

#### **14. Insurance**

A. Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$ Not Applicable for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than **\$1,000,000**.

C. Business Automobile Liability Insurance: Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than **\$1,000,000** for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance: Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by Washington law.

**15. Complete Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of RLR by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Benton County acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**16. Applicable Law.** RLR shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the State indicated by the RLR's address [15(ii)].

**17. Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

**18. Additional Work.** After receipt of an order which adds to the Services, RLR may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Benton County agrees to pay RLR for such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

**19. Notices.**

(i). Notices to Benton County should be sent to:

(ii). Notices to RLR should be sent to:

Reiss-Landreau Research  
1103 S. 32 Ave.  
Yakima, WA 98902

**20. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

\_\_\_\_\_  
Claude L. Oliver  
Chairman, Board of County Commissioners



\_\_\_\_\_  
Christopher A. Landreau  
Reiss-Landreau Research

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

Date: March 19, 2008

Approved as to Form;

\_\_\_\_\_  
Kathleen Fitzgerald  
Deputy Prosecuting Attorney

REISS-LANDREAU RESEARCH

**Archaeological and Biological consulting**

1103 S. 32 Ave Yakima WA. 98902 Phone/Fax (509) 952-5130, 498-9818  
[chrislandreau@charter.net](mailto:chrislandreau@charter.net)

" EXHIBIT A "

**A Proposal for a Section 106 archaeological review and survey inventory at the proposed  
Webber Canyon Road 11180 project, Benton County, Washington**

**Thursday, February 21, 2008**

Reiss-Landreau Research proposes the following Scope of Work be undertaken to provide a Section 106 cultural resources background and overview for a three mile highway construction project. The APE for this project is expected to include at least a 50 ft buffer from the centerline of the proposed re-alignment in Benton County, Washington, including multiple new turn-outs, roadway straightening, and right-of-way. The right-of way for this project is also the probable APE.

**Scope of Work**

1. The archaeologist will provide a literature search of relevant information on the history and background of the area, any site forms kept in Olympia, local archives, and any available ethnohistorical documentation and data.
2. The archaeologist will conduct a walkover survey of the proposed work area (including the APE specified by Benton County), and inspect any and all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation.
3. The archaeologist (at his discretion) will excavate up to ten 50cm shovel probes, and up to 2 1m x 1m test units to sterile subsurface throughout the work area. Any located artifacts and/ or features will be cataloged, described, photographed and bagged if necessary for curation. Shovel testing will be determined by lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface
4. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic or traditional use. The archaeologist will also document any historic significance related to the bridge itself, and its potential to qualify for the National Register of Historic Places

## REISS-LANDREAU RESEARCH

### Archaeological and Biological consulting

1103 S. 32 Ave Yakima WA. 98902 Phone (509) 952-5130/ Fax (509) 498-9818  
[chrislandreau@charter.net](mailto:chrislandreau@charter.net)

#### **Project Report**

Reiss-Landreau Research will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include section 106 discussions for Cultural Resources within the project area.

#### **Total Projected Costs for Reiss-Landreau Research**

**\$ 2940.00**

5. Timetable: three weeks from inception, for a draft report and recommendations

This project can be initiated immediately, and a draft report will be submitted within three weeks of the beginning of the project. After comment, a final report will be issued within twenty days.

If any unforeseen difficulties arise in process, Benton County will be informed directly within two days with a letter, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire 106 process is complete. There must be concurrence with Washington OHAP; and tribal compliance with the final report is also critical.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH STATE OF WASHINGTON, DEPARTMENT OF GENERAL ADMINISTRATION, OFFICE OF STATE PROCUREMENT

WHEREAS, pursuant to Chapter 39.34 RCW Benton County and the State of Washington, Department of General Administration, Office of State Procurement hereby enter into an Intergovernmental Purchasing Agreement for the purpose of governmental purchasing activity; NOW, THEREFORE,

BE IT RESOLVED; that the Intergovernmental Purchasing Agreement be and hereby is approved and the Chairman is authorized to sign said Agreement on behalf of Benton County.

Dated this 31st day of March, 2008.

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

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

\_\_\_\_\_  
Member.

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

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

RBD:LJM:dlh



State of Washington  
DEPARTMENT OF GENERAL ADMINISTRATION  
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>

**STATE OF WASHINGTON  
INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT FOR  
PUBLIC AGENCIES**

Pursuant to Chapter 39.34 RCW and to other provisions of law, the State of Washington, Department of General Administration, Office of State Procurement, Purchasing and Contract Administration, (hereinafter called the "Office of State Procurement" or "OSP"), and the following named public agency, Benton County (hereinafter called the "Cooperative member") hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the "Agreement"), the purpose of which is for undertaking governmental purchasing activity that each party is authorized by law to perform, upon the following terms and conditions:

- (1) The Cooperative member must be an agency, Cooperative member, or unit of local government of Washington state including, but not limited to, municipal corporations, quasi-municipal corporations, special purpose districts, and local service districts; any agency of Washington state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any Cooperative member of another state of the United States.
- (2) The Office of State Procurement, in contracting for the purchase of goods and services according to the laws and regulations governing purchases by and on behalf of the State of Washington, agrees to contract on behalf of the Cooperative member, to the extent permitted by law and agreed upon by both parties. The Cooperative member accepts responsibility for compliance with any additional laws and regulations governing purchases by or on behalf of the Cooperative member.
- (3) The Office of State Procurement shall comply with its statutory requirements regarding notice for bids or proposals for goods or services subject to this Agreement, and shall either post the bid or solicitation notice on a web site established and maintained by OSP for the purposes of posting public notice of bid or proposal solicitations, or shall provide an access link on the State of Washington's web portal to the notice.
- (4) When the Office of the State Procurement has entered into a contractual agreement for the purchase of goods or services on behalf of Cooperative member (s), the Cooperative member may purchase goods and services covered by the contract on the same terms and conditions as the State of Washington, except that the contractor has the right to modify payment terms based on their credit assessment of the Cooperative member. Purchases by the Cooperative member may be made by a purchase order issued by the Cooperative member to the state contractor. The Cooperative member accepts full responsibility for payment for any goods and services it purchases under contracts negotiated by OSP with private vendors or items it purchases directly from OSP. The Cooperative member accepts responsibility for contract monitoring related to their use of these contracts.
- (5) The Cooperative member reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to OSP.
- (6) This Agreement shall be effective on the later of the two signatures dates appearing below, and shall continue in force until canceled in writing by either party.

- (7) In the event that either the Office of the State Procurement or the Cooperative member is abolished, this Agreement shall continue in operation as to any public agency succeeding to the powers and duties of the abolished party, except as canceled or modified by operation of law. The Cooperative member may request a refund of unexpired membership exceeding three months, which may be approved by OSP at their discretion.
- (8) The Cooperative member agrees to use only contracts available to the Cooperative member and only in accordance with those contract terms and conditions. The Cooperative member further agrees that all purchases from OSP contracts will be made only for the direct use of the Cooperative member's programs (as covered by this agreement) and will not be made on behalf of other jurisdictions (Cooperative member").
- (9) The Office of State Procurement is required by Chapter 236-49-060 WAC to recover the costs of administering the state purchasing cooperative program from all its members. The Membership Fee Schedule below sets forth the fee structure for Cooperative members that are not Washington State Agencies, which is based on the total expenditures less debt service and interfund transfers, as reported in the Cooperative member's last audited financial statements. The Cooperative member shall be charged a membership fee based upon the self-declaration, as indicated by their signatory's initials in the first column of the Membership Fee Schedule below. The Cooperative member's self-determined membership fee is subject to change if not validated by OSP during its subsequent reviews. This membership fee is due upon subscribing for the first year of membership and by January 31 of the membership cycle. The membership term is January 1<sup>st</sup> 2008 through December 31<sup>st</sup> 2009. The Cooperative member agrees to pay the membership fee as a part of this Agreement. New memberships beginning after June 30 may be prorated and will be established at the discretion of OSP.
- (10) Membership fees are established every two years. The State Auditors' most recently published *Local Government Comparative Statistics* report will be used to verify membership fee. Where a Cooperative member is not reported separately in that document, audited financial statements as published in the State Auditors' Website will be used. The Superintendent of Public Instruction (OSPI) web site will be used to verify fee issues for School Districts. The most recent audited financial statement will be used as the authoritative source to resolve any issues regarding the Annual Membership Fee due from the Cooperative member. Any Cooperative member not reported in the OSPI or State Auditor's Websites, must submit a copy of its most recent audited financial statements to OSP. When a member does not have audited financial statements, the member shall provide internal budgets or financial statements to OSP if requested.
- (11) In addition to accessing State contracts established by the Office of State Procurement, custom contracting and procurement services are available for an additional predetermined fee. These include development of contracts and/or single requisitions that meet specific needs. The cost for these optional services, typically a flat fee, is established at the time of request.
- (12) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Instead, the Office of State Procurement shall be responsible for administering this Agreement.
- (13) The Cooperative member shall be responsible for filing a copy of this Agreement with its county auditor's office.
- (14) By its signature below, the Office of State Procurement confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080. Similarly, by its signature below, the Cooperative member confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.030 and RCW 39.34.080.
- (15) PAYMENT and NOTICES: Payment shall be made to OSP at the address given herein. Further, any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

Mail: agreement and Payment to:  
 State of Washington, OSP PAF-Non/Prof Fund: 422 04 20 000214,  
 303 General Administration Bldg., P.O. Box 41008, Olympia, WA 98504-1008

**Cooperative member contact information:**

**Contact Person (To whom contract documents and related communications are to be mailed or faxed).**

Cooperative Member Name: BENTON COUNTY  
 Contact Name: Larry J. Moser, Financial Administrator, Public Works Dept.  
 Address: P O Box 1001  
 City, St. Zip: Prosser, WA 99350  
 Phone Number: 509-786-5611  
 Federal Id #: 91-6001296  
 FAX Number: 509-786-5627  
 Email Address: larry.moser@co.Benton.wa.us

**Two-Year Membership Fee Schedule**

**Note: Expenditures below are net of debt service and inter-fund transfers**

Initial in box	Annual expenditures of more than	Annual expenditures of less than	Two-Year Membership Fee
	\$0.00	\$3,000,000	\$400
	\$3,000,001	\$7,500,000	\$1,000
	\$7,500,001	\$30,000,000	\$2,000
	\$30,000,001	\$68,000,000	\$4,000
	\$68,000,001	\$90,000,000	\$6,000
	\$90,000,001	\$150,000,000	\$8,000
	\$150,000,001	and over	\$10,000

The undersigned has read, understands and agrees to the terms and conditions of this agreement and this Authorized Signatory for the Cooperative member attests that the expenditure level initialed in the Membership Fee Schedule above is true and correct.  
 Cooperative member Authorized Signature: Applicant must provide an authorized signature.

Name: \_\_\_\_\_

Title: Chairman, Board of Benton County Commissioners

Address (if not the same as above): P O Box 190, Prosser, WA 99350

Phone Number: 509-786-5600

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

APPROVED AS TO FORM: \_\_\_\_\_  
 Deputy Prosecuting Attorney Date

**FOR OSP USE ONLY (Completed by OSP, this page will be returned to you in executed copy)**

Approved as to form: , AAG Date: 07/18/07 (signature on file)

OSP has assigned you Co-op member number, \_\_\_\_\_. Please provide this number when ordering from contracts or communicating with OSP.

**OSP AUTHORIZED SIGNATURE**

\_\_\_\_\_  
Name Title Date

K

**RESOLUTION**

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

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

WHEREAS, by resolution dated March 10, 2008, bid call was authorized for E. R. & R.  
Purchase of Refined Petroleum Products – Bulk Diesel Fuel; and

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

WHEREAS, the County Engineer recommends award of the contract to Bleyhl Farm Service,  
Inc., Grandview, Washington; NOW, THEREFORE,

BE IT RESOLVED, that the business of supplying Benton County with Refined Petroleum  
Products – Bulk Diesel Fuel be awarded to Bleyhl Farm Service, Inc.; and

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

Dated this 31st day of March, 2008

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

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

\_\_\_\_\_  
Member.

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

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

RBD:LJM

RE: REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL

LOCATION: BENTON COUNTY  
 LET BY: BOARD OF COUNTY COMMISSIONERS

DATE: March 24, 2008, 10:30 a.m., Local Time Estimated Quarterly Usage is: 13,000 Gallons

Firm Name and Address	Fuel Type	Major Supplier	Reference City	Price Per Gallon
BLEYHL FARM SERVICE, INC. P O Box 100 Grandview, WA 98930	Ultra Low Sulfur No. 2 Dyed Diesel	BP	Pasco	\$3.4288
CONNELL OIL, INC. P O Box 3998 Pasco, WA 99302-3998	Ultra Low Sulfur No. 2 Dyed Diesel	BP	Pasco	\$3.4330
WONDRACK DISTRIBUTING, INC. P O Box 2775 Tri-Cities, WA 99302-2775	Ultra Low Sulfur No. 2 Dyed Diesel	Chevron	Pasco	\$3.4467
CHS, INC. Energy Division 2525 North Rainier Avenue Pasco, WA 99301	Ultra Low Sulfur No. 2 Dyed Diesel	Cenex	Pasco	\$3.5230

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 31, 2008</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject <u>Petroleum Products</u>	Pass Resolution _____	Public Hearing _____
<u>Bulk Diesel Fuel</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>LJM</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>LJM</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

By resolution dated Monday, March 10, 2008, the Board of County Commissioners authorized the County Engineer to set a bid date and advertise a bid call for ER&R Purchase of Refined Petroleum Products – Bulk Diesel Fuel. There were ten requests for bid packages mailed to the prospective bidders. On Monday, March 24, 2008, at 10:30 a.m., local time, bids were opened. Four bids were received and the apparent low bid was submitted by Bleyhl Farm Service, Inc., Grandview, Washington. A review of their bid package did determine that their bid did meet all requirements.

**SUMMARY**

The bid submitted by Bleyhl Farm Service, Inc. should be accepted as the low bid.

**RECOMMENDATION**

The Benton County Engineer recommends that the contract be awarded to Bleyhl Farm Service, Inc., Grandview, Washington.

**FISCAL IMPACT**

Funds are budgeted and available in the 2008 Equipment Rental and Revolving Fund.

**MOTION**

Award the contract for ER&R Purchase – Refined Petroleum Products – Bulk Diesel Fuel.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT 2008  
- CE 1888 PRES

WHEREAS, by resolution dated March 10, 2008, award was made to Granite Northwest, Inc., dba Superior Asphalt, Yakima, Washington; for Bituminous Surface Treatment - 2008, C.E. 1888 PRES; and

WHEREAS, the contract in the amount of \$1,018,018.00 has been executed by Granite Northwest, Inc., dba Superior Paving Company; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract for Bituminous Surface Treatment - 2008, C.E. 1888 PRES on behalf of Benton County.

Dated this 31st day of March, 2008.

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

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

\_\_\_\_\_  
Member.

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

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

RBD:LJM:dlh

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF PURCHASING DIGITAL UPGRADES FOR BENTON PUBLIC WORKS DEPARTMENT'S 800 MHz PORTABLE RADIOS

**WHEREAS**, the Benton County Public Works Department has received notice from Benton County Emergency Services that the analog 800 MHz radio system developed by Motorola and currently used by the County will be upgraded to a digital 800 MHz radio system; and

**WHEREAS**, continued use of the 800 MHz system will require the purchase of digital upgrades for all radios on the system from Motorola, a sole source provider; and

**WHEREAS**, the Benton County Public Works Department will eliminate their mobile radios and upgrade eighteen portable radios at a cost of \$5,922.00 plus Washington State Sales Tax in the amount of \$491.53; and

**WHEREAS**, Motorola is the sole provider of the digital 800 MHz radio system currently operated by Benton County Emergency Services; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, that the Benton County Public Works Department is hereby authorized to proceed with the purchase of the digital 800 MHz upgrades in the amount of \$5,922.00 plus Washington State Sales Tax in the amount of \$491.53.

Dated this 31st day of March, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_

RBD:LJM:dlh

cc: Auditor Office

R E S O L U T I O N



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: CERTIFICATION OF ROAD FUND EXPENDITURES FOR FISH PASSAGE BARRIER REMOVAL 2007

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2007; and

WHEREAS, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2007 will be submitted digitally; and

WHEREAS, the County Engineer has prepared the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2007; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2007 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Certification of Road Fund Expenditures for Fish Passage Barrier Removal for 2007 on behalf of Benton County.

Dated this 31st day of March, 2008.

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

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

\_\_\_\_\_  
Member.

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

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

**WASHINGTON STATE  
COUNTY ROAD ADMINISTRATION BOARD  
Certification of Road Fund Expenditures for Fish Passage Barrier Removal**

Submitting County: BENTON

Budget Year: 2007

WAC 136-150-023

Due Date: April 1, 2008

**Fish Passage Barrier Removal Projects:**

Project Name:	Total Cost:	Cost for Work Outside of County Right-of-Way:	% of Total Cost:
1 NONE			
2			
3			
4			
5			
6			
7			
8			

*Attach additional sheets if more space is needed.*

**Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way**

Total Annual Road Construction Budget

X 0.005

1/2 % of Total Annual Road Construction (Limit of "Outside of Right of Way" expense.)

= \$           

Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way

\$0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

R E S O L U T I O N



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: APPROVAL OF ANNUAL CERTIFICATION FOR 2007

WHEREAS, as required by WAC 136-04, the Annual Certification for Calendar Year 2007 has been prepared; and

WHEREAS, the Annual Certification for 2007 will be submitted digitally; and

WHEREAS, the County Engineer has prepared the Annual Certification for 2007; NOW, THEREFORE,

BE IT HEREBY RESOLVED, that the Annual Certification for 2007 be and hereby is approved, and the Chairman is authorized to sign the Digital Submittal Certification for the Annual Certification 2007 on behalf of Benton County.

Dated this 31st day of March, 2008.

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

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

\_\_\_\_\_  
Member.

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

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

**ANNUAL CERTIFICATION FOR CALENDAR YEAR 2007  
(WAC 136-04)**

**MANAGEMENT AND ADMINISTRATION** (If the answer to any question except "B" is No, please attach an explanation.)

- A. During 2007 the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030.  Yes  No
- B. At any time during 2007 was there a vacancy in the position of county Engineer?  Yes  No  
If so, were the procedures in WAC 136-12 followed?  Yes  No
- C. The processing of County Road Accident Reports during 2007 complied with WAC 136-28.  Yes  No
- D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in 2007 per WAC 136-14-020.  Yes  No
- E. As of December 31, 2007 the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

<u>POLICY</u>	<u>WAC</u>	<u>DATE OF CURRENT VERSION</u>
Re: Organization	136-50-051	Oct. 10, 2005
Re: Personnel Practices	136-50-052	Var. dates
Re: Complaint Handling	136-50-053	Nov. 9, 1970
Re: Work for Others	136-50-054	Sept. 6, 1983
Re: Utility Accommodation	136-50-055	Var. dates
Re: Priority Programming	136-14-030	24-Jun-02

F. The following were submitted to CRAB in a timely manner:

DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION/ PREPARATION	DATE SENT TO CRAB
'07 Six-Year Program	136-15-050	31-Dec -06	Jun. 5, 2006	Dec. 27, 2006
'07 Annual Construction Program	136-16-040	31-Dec -06	Oct. 30, 2006	Dec. 27, 2006
'07 CAPP Program	136-300-060	31-Dec -06	Oct. 30, 2006	Dec. 27, 2006
'07 Road Fund Budget		31-Dec -06	Nov. 27, 2006	Dec. 27, 2006
'07 Road Levy Certification	136-150-021	01-Feb -07	Jan. 29, 2007	Jan. 29, 2007
'06 Certification of Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-Apr -07	Mar. 28, 2007	Mar. 28, 2007
'06 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-Apr -07	Apr. 2, 2007	Apr. 2, 2007
'06 Annual Construction Report	136-16-050	01-Apr -07	Mar. 28, 2007	Mar. 28, 2007
'06 CAPP Report	136-300-090	01-Apr -07	Mar. 28, 2007	Mar. 28, 2007
'06 Annual Certification	136-04-030	01-Apr -07	Apr. 2, 2007	Apr. 2, 2007
'06 Road Log Update	136-60-030	01-May -07	Mar. 19, 2007	Mar. 19, 2007
'07 PMS Certification for CAPA Eligibility.	136-70-070	31-Dec -07	Dec. 27, 2007	Dec. 27, 2007

**OPERATIONS**

- G. Projects to which construction expenditures were charged were all on the 2007 Annual Program. (If answer is No, please attach a brief explanation.)  Yes  No
- H. The County's day labor limit for 2007 computed in accordance with RCW 36.77.065:
- I. The actual expenditure for day labor as reported in the 2007 Annual Construction Report: \$ 20,594.00
- J. A written report of bridge inspection findings was furnished to the legislative authority or as required by WAC 136-20-060. (Please attach a copy) Dec. 27, 2007  
# of Bridges: 55

EMAIL WITH ATTACHMENTS TO THE COUNTY ROAD  
ADMINISTRATION BOARD NO LATER THAN APRIL 1, 2008  
**Must be followed by signed "County Certification" form via regular mail**

P

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 3-31-08 Subject: Dry Cleaning Services Prepared By: J. Thompson Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	XXX XXX     	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Benton County entered into an agreement with Columbia Cleaners for the 2002 calendar year with the option to extend on a year-to-year basis. The agreement was extended for the calendar years of 2003, 2004, 2005, 2006 and 2007.

The Benton County Sheriff's Office is satisfied with the services provided and wishes to extend the services for the 2008 calendar year by entering into a similar contract.

**SUMMARY**

Benton County Sheriff's Office is satisfied with the services provided and wishes to enter into a personal services contract extending their services for the 2008 calendar year.

**RECOMMENDATION**

Request the Benton County Commissioners sign the attached Personal Services Contract for 2008.

**FISCAL IMPACT**

-0- Already in 2008 Budget

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF REQUESTING APPROVAL OF THE CONTRACT BETWEEN BENTON COUNTY AND COLUMBIA CLEANERS FOR THE 2008 CALENDER YEAR**

**WHEREAS**, per Resolution 02 031 the Benton County and Columbia Cleaners entered into a Professional Service Contract for cleaning services December 12, 2001; and

**WHEREAS**, the contract specifies that upon mutual agreement of the parties, the contract terms and conditions may be extended on a year to year basis on mutual written agreement of the parties; and

**WHEREAS**, the contract was extended for the calendar years of 2003, 2004, 2005, 2006 and 2007; and

**WHEREAS**, the Benton County Sheriff's Office is satisfied with the services provided by Columbia Cleaners and wish to enter into a similar contract for the 2008 calendar year; **NOW THEREFORE**,

**BE IT RESOLVED**, by that the Board of Benton County Commissioners approves the contract between Benton County and Columbia Cleaners, for cleaning services for the calendar year of 2008 based on the terms specified in the contract.

Dated this 31 day of March, 2008.

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

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_

J. Thompson

CC: BCSO, Prosecutor (Rosemary), Auditors Office, Columbia Cleaners

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Columbia Cleaners**, a sole proprietorship with its principal offices at **1102 N. Columbia Center Blvd, Kennewick, WA 99336**, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. **The terms and conditions herein**
- b. **Exhibit A, Compensation**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin **January 1, 2008**, and shall expire on **December 31, 2008**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. Perform dry cleaning services for employees of the Benton County Sheriff's Office;
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely

manner and in accordance with the schedule agreed by the parties.

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

#### 4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: **Alice Kimm**  
1102 N. Columbia Center Blvd,  
Kennewick, WA 99336  
Phone: 851-5233
- b. For COUNTY: **Julie Thompson**  
7122 W. Okanogan Place Bldg. A  
Kennewick, WA 99336  
Phone: 735-6555 ext. 3273

#### 5. COMPENSATION

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

- a. See Exhibit "A"
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$50,000.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per

month on or before the seventh day of each month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the work CONTRACTOR performed for the COUNTY during the previous month and shall itemize services rendered by type and number of clothing cleaned or repaired. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The Contractor shall be

responsible for the quality of the work, even if the work is accepted by the COUNTY.

- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

**7. HOLD HARMLESS AND INDEMNIFICATION**

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

the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

## 8. INSURANCE

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

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

- b. **Commercial General Liability and Employers Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not

less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

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

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

c. **Automobile Liability:** [This section required if services involve the use of vehicles by CONTRACTOR or the transportation of COUNTY employees or third parties]. The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

d. **Other Insurance Provisions:**

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

(2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all

required insurance policies, except for any required automobile liability policy.

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

f. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT

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

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is

currently paying workers compensation.

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

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

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

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of

termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [Five] of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

**16. OBLIGATION TO SAFEGUARD**

The CONTRACTOR acknowledges that some of the clothing it will take temporary custody of include police uniforms currently in use by sworn peace officers employed by the Benton County Sheriff's Office and as such represent important public safety equipment that must be safeguarded against theft, loss or unauthorized access. The CONTRACTOR acknowledges that unauthorized use of such uniforms may result in criminal impersonation of police officers by criminal third parties and may lead to property loss, and bodily injury or death to victims. Accordingly, CONTRACTOR agrees to take all reasonable steps to safeguard any law enforcement uniforms that are temporarily in its custody for cleaning and/or repair. The steps include, but are not limited to:

- a. If uniforms are picked up from the premises of the Benton County Sheriff's Office, that they are transported in a completely opaque (windowless) and locked portion of the transport vehicle if that vehicle is to make any stops between the Benton County Sheriff's Office and CONTRACTOR's premises;
- b. Ensuring that law enforcement uniforms and any uniform patches provided to CONTRACTOR for repair purposes are stored in a secure portion of CONTRACTOR's premises away from clothing that will be available for customer pickup so as to avoid confusion and inadvertent access

by walk-in customers;

- c. Ensuring that only those principals/owners and trusted permanent employees who have a need to access the law enforcement uniforms are permitted to have access to same, and ensuring that only a principal/owner or trusted permanent employee transports such uniforms outside of CONTRACTOR's premises.
- d. Ensuring that a system is in place by which CONTRACTOR can track the number and type of uniforms it has in its custody at any given time in such a manner that theft, loss or misuse can be detected immediately and the type, size, description etc of any missing uniforms can be readily ascertained.

Any person who will be handling law enforcement uniforms shall pass a Sheriff's Office background investigation prior to handling such uniforms. This entails providing the person's full name, date of birth and driver's license number to COUNTY's representative at least 24 hours prior to the anticipated need to handle the uniforms. This only need to be done once per person who is anticipated to handle the uniforms.

CONTRACTOR shall implement a policy requiring its employees to immediately (within 24 hours) report any incident where they were arrested or convicted of a crime,, or were informed by police that they were a suspect in a crime. Upon receiving such information, CONTRACTOR shall report such information to COUNTY within 24 hours.

Immediately (ie within 15 minutes) upon learning of the loss, theft or misuse of any law enforcement uniform in its custody, CONTRACTOR shall contact the on-duty patrol Sergeant at the Benton County Sheriff's Office at 783-1451 ext. 3293, and report such loss, theft or misuse including the type, size and description of the lost, stolen or misused uniform, the approximate time of the loss, and the circumstances under which it occurred.

#### 18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the

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

**19. CONFIDENTIALITY**

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

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

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

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

DATED:

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

CONTRACTOR COLUMBIA CLEANERS

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Alice Kimm

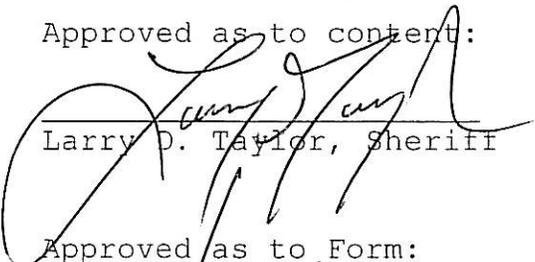
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

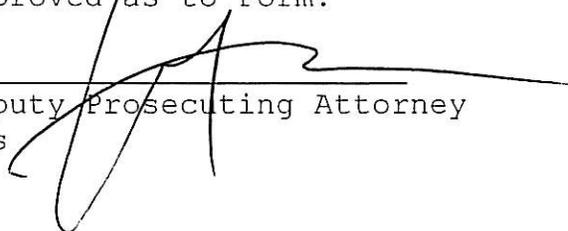
Constituting the Board of County Commissioners of Benton County, Washington.

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

Approved as to content:

  
\_\_\_\_\_  
Larry D. Taylor, Sheriff

Approved as to Form:

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

**EXHIBIT A**

COLUMBIA CLEANERS agrees to provide uniform cleaning, from January 1, 2008 to December 31, 2008, to the Benton County Sheriff's Office. The Benton County Sheriff's Office agrees to compensate Columbia Cleaners at the rates listed below:

UNIFORM (2 PIECE)	<u>\$ 4.98</u>	BLOUSE / SKIRT	<u>\$ 2.49</u>
TROUSERS	<u>\$ 2.49</u>	SPORT COAT/BLAZER	<u>\$ 3.15</u>
LAUNDERED SHIRT	<u>\$ 1.75</u>	RAINCOAT	<u>\$ 6.05</u>
DRY CLEANED SHIRT/PANTS	<u>\$ 3.70</u>	WINTER COAT	<u>\$ 4.50</u>
NECK TIE	<u>\$ 1.45</u>	WATER-PROOFING	<u>\$ 2.00</u>
SWEATER	<u>\$ 2.65</u>	COVERALLS	<u>\$ 5.90</u>
PANTS/ SHIRT STARCHED	<u>\$ 3.70</u>	LABCOAT	<u>\$ 4.45</u>

MINOR REPAIRS (such as: buttons, split seams, etc.) \$ .50 to \$ 2.50

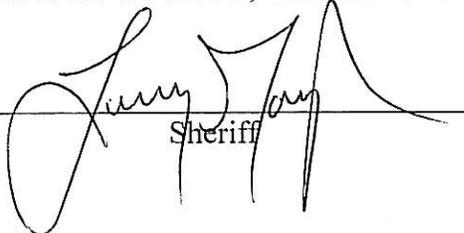
COLUMBIA CLEANERS agrees invoices must be submitted within the **first seven days of each month** for services provided the preceding month. Invoices must itemize the type of clothing cleaned and the cost.

IN WITNESS WHEREOF the parties have signed this Exhibit A this 18  
day of February, 2008.

CONTRACTOR:

By:   
Name

BENTON COUNTY, WASHINGTON

  
Sheriff

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3-31-08 Subject: Inmate Counseling Services Prepared By: JThompson Reviewed By:	Execute Contract      XXX Pass Resolution      XXX Pass Ordinance Pass Motion Other	Consent Agenda      XXX Public Hearing 1st Discussion 2nd Discussion Other

9.

**BACKGROUND INFORMATION**

Benton County entered into an agreement with the Tri-Cities Chaplaincy for 2006 and 2007.

**SUMMARY**

Benton County Sheriff's Office is satisfied with the services provided and wishes to enter into a personal services contract extending their services for the 2008 calendar year.

**RECOMMENDATION**

Request the Benton County Commissioners sign the attached Personal Services Contract for 2008.

**FISCAL IMPACT**

-0-      Already in 2008 Budget

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF REQUESTING APPROVAL OF THE CONTRACT WITH TRI-CITIES CHAPLAINCY FOR FURNISHING INMATE COUNSELING SERVICES FOR THE BENTON COUNTY JAIL FACILITY FOR THE 2008 CALENDER YEAR**

**WHEREAS**, Benton County entered into an agreement with Tri-Cities Chaplaincy to provide inmate counseling services at the Benton County Jail (see Resolution 06 737); and

**WHEREAS**, the Benton County Sheriff's Office is satisfied with the services provided by the Tri-Cities Chaplaincy and wish to extend their services for 2008; **NOW, THEREFORE**,

**BE IT RESOLVED**, by that the Board of Benton County Commissioners approve the contract agreement between Benton County and Tri-Cities Chaplaincy to provide inmate counseling services at the Benton County Jail for the calendar year of 2008 based on the terms specified in the contract.

Dated this 31st day of March, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_

CC: Sheriff's Office, Auditor's Office, Prosecutor's Office and Tri- City Chaplaincy J. Thompson

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Tri-Cities Chaplaincy, a non-profit corporation organized under the laws of the State of Washington with its principal offices at 2108 West Entiat Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents [This Section should list any exhibits and/or attachments used]:

- a. Terms and Conditions
- b. Exhibit A, Scope of Work

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2008, and shall expire on December 31, 2008. 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. This Contract may be renewed, with the agreement of the parties, by way of written amendment. Each written amendment may renew this Contract for a period of one year. Renewals may occur no more than three times.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Chaplaincy services for the inmate population of the Benton County Jail. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. When space is available, the COUNTY will

provide office space, phone services and Internet access. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

#### 4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Director of Chaplain Services  
2108 West Entiat  
Kennewick, WA 99336
- b. For COUNTY: Jail Captain  
7122 W. Okanogan Place Bldg. B  
Kennewick, WA 99336

#### 5. COMPENSATION

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

- a. CONTRACTOR shall be paid a flat rate of \$139,325 for services rendered pursuant to this contract.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$139,325.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation.

- b. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. FURTHER PROVIDED that in a situation wherein liability is joint as between CONTRACTOR, its officers, agents or employees, and COUNTY, its officers, officials, employees or agents, CONTRACTOR'S obligation to indemnify and hold harmless shall only apply as to that portion of the claim, action, suit, liability, loss, expense, damages or judgment attributable to CONTRACTOR'S officers, agents or employees.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly

agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

## 8. INSURANCE

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

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

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

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

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

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

- e. **Other Insurance Provisions:**

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

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

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

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers

Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

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

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

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

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective

upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within thirty (30) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere.
- d. The CONTRACTOR may terminate this Contract in whole whenever it determines, in its sole discretion, that doing so is in its best interests. 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 cost incurred by the CONTRACTOR in performing the Contract up to the effective date of cancellation. Payment shall be made in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [Five] of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

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

## 25. SECURITY

(a) Prior to being permitted to assume duties pursuant to this contract on County property, Contractor employees shall pass a thorough background investigation administered by the Benton County Sheriff's Office. In order to accomplish that, prior to assigning any employee to duties pursuant to this contract on County property, Contractor shall supply County with any information it requires in order to accomplish its background investigation.

(b) Security clearances shall be granted or revoked at the sole discretion of the Benton County Sheriff or his designee, and revocation shall be permitted for reasons including any reason related to the trustworthiness, morality or fitness for duty of the subject of the investigation regardless of whether or not the subject has been arrested or convicted of an actual criminal offense. County reserves the right to condition security clearances on any condition it reasonably sees fit at any time prior to or after granting of such clearance. The background investigation process may involve requiring Contractor employees to fill out statements which may or may not be under oath. Contractor shall ensure that such statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance. Contractor shall maintain employees who are recipients of County security clearances above and beyond those actually required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing or similar needs without resorting to employees who are not the recipient of security clearances.

(c) Contractor shall implement policies pertaining to employees who are the subject of County security clearances requiring them to report to Contractor within 24 hours of: being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties pursuant to this Contract or being served with a

summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. Contractor shall, in turn, notify County in writing within 24 hours of receiving any such notification from one of its employees.

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

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

(f) The provisions of this section only apply to CONTRACTOR's actual officers, directors, employees or agents. The background investigation and approval process for volunteers coordinated by CONTRACTOR shall be done by COUNTY without any involvement by CONTRACTOR.

## 26. COUNTY POLICIES

The following COUNTY policies are attached as exhibits to this CONTRACT. By executing this contract, CONTRACTOR acknowledges that these COUNTY policies are in place, and agree that it shall be bound by them to the same extent as COUNTY employees. CONTRACTOR also agrees that it shall communicate these policies exactly as written to each of its officers, directors, employees or agents who do any work at all pursuant to this CONTRACT, whether or not they actually work at all on site at the Benton County Jail, and shall require their adherence to those policies as described above.

- (a) Benton County Sheriff's Office Prison Rape Elimination Act policy (Exhibit A)

- (b) Benton County Sexual Harassment policy
- (c) Benton County Internet Policy

Furthermore, pursuant to COUNTY policies, CONTRACTOR shall ensure that none of its officers, directors, employees or agents engage in any of the following activities:

- (a) Staff must remain impartial when making decisions related to access and accommodations for an inmate's ability to practice his or her religion. They may not discriminate against or give preference to any individual or group because of a particular religious belief or practice nor allow others to do so. Staff, chaplains, volunteer members of the community, and offenders may not force or initiate unsolicited or unwanted attempts to persuade another individual to convert from one religious belief to another religious belief, or criticize the religious beliefs of others within the facility. Nothing in this provision shall prohibit the sharing of information regarding an individual's religious belief;
- (b) Mailing items or making telephone calls on behalf of inmates, even to their attorneys or family members;
- (c) Communicating any information:
  - 1. To one inmate about another inmate
  - 2. To an inmate from their family/friends or vice versa;
- (d) Forming personal relationships with inmates that would, outside of the jail environment, be regarded as "friendships" or that would otherwise not be conducive to the professional nature of their work;

To ensure institutional and personal safety, CONTRACTOR's officers, directors, employees or agents are encouraged to report any incident of the following nature. Reports should be made to a supervisor (rank of Corporal or higher) but can be made to any Correctional Officer if necessary:

- (a) Threats made by an inmate threatening the personal safety of any other person including other inmates;
- (b) Any sexual harassment by an inmate;
- (c) Safety or security hazards observed within the facility;
- (d) The exhibition of any signs of suicide by an inmate;
- (e) Any requests by inmates to communicate information to any other person, or other "special favors;"

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

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

DATED: 3-6-08

BENTON COUNTY BOARD OF COMMISSIONERS

CONTRACTOR  
Tri-Cities Chaplaincy

\_\_\_\_\_  
Chairman

Bette A. Cooper  
Bette A. Cooper  
Executive Director

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Eric Hsu, Deputy  
Prosecuting Attorney  
Its

BENTON COUNTY  
SALARY REQUEST STATEMENT

*r*

REASON FOR REQUEST See Attachment A

POSITION Deputy

Jonathan Schwarder

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 4/02/08

OFFICE/DEPARTMENT Sheriff

SALARY FROM <sup>5A</sup> 3,829 TO <sup>4</sup> 4,183

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

ELECTED OFFICIAL/DEPARTMENT DIRECTOR  
DATE

**BACKGROUND INFORMATION** (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS: See attachment A

**FISCAL IMPACT AND REVIEW**

FIRST YEAR IMPACT: —

AGGREGATE IMPACT: —

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel BCPERS 0014/95	Yellow--Payroll	Pink--Commissioners	Goldenrod--Department
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# JOINT RESOLUTION

S

BEFORE THE BOARD OF COUNTY COMMISSIONERS AND SUPERVISORS OF DRAINAGE  
IMPROVEMENT DISTRICT #9,  
BENTON COUNTY WASHINGTON:

## IN THE MATTER OF SUPERVISOR'S BONDS

**WHEREAS**, the Supervisors of the District are required by RCW 85.38.080 to obtain Bond, payable to the District; and

**WHEREAS**, pursuant to RCW 85.38.080, the Board of County Commissioners are required to approve the amount of the Bond; and

**WHEREAS**, the Board of County Commissioners have requested this Board of Supervisors make a recommendation for the amount of their Bond, and

**WHEREAS**, the Supervisors have determined a Bond of \$1,000 per Supervisor is in the best interest of the District; **NOW, THEREFORE**,

**BE IT HEREBY RESOLVED** that the Board of County Commissioners accepts the recommendation of the Supervisors for Drainage District #9 and sets the amount of supervisor Bonds at \$1,000.

Dated this 20 day of March, 2008

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

*Pete Peterson*  
Chairman of the Board

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

*Garrett Allen*  
Chairman Pro-Tem

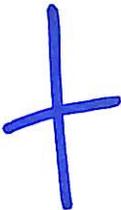
\_\_\_\_\_  
Chairman Pro-Tem

*Tom McKenna*  
Member

\_\_\_\_\_  
Member

Constituting the Board of Supervisors of  
Drainage District #9, Benton County, WA

Constituting the Board of County  
Commissioners, Benton County, WA



# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE RENEWED FEE AGREEMENT FOR SALE OF PUBLIC DOCUMENTS AND INDICIES,

**WHEREAS**, Benton County, hereinafter "County" is a political subdivision of the State of Washington; and

**WHEREAS**, Landez Corporation, hereinafter referred to as "Landez", is a Utah corporation with expertise in providing to the public, by the use of their website [www.landlight.com](http://www.landlight.com), county documents and compilations of data for the benefit of the public; and

**WHEREAS**, the County and public would both benefit from the continued availability of county documents and information; **NOW, THEREFORE**

**BE IT RESOLVED**, the Chairman of the Board of County Commissioners, is hereby authorized to sign the attached Fee Agreement for Sale of Public Documents and Indices.

Dated this 31th day of March, 2008.

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

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

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

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

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

**Prepared by D. Davidson, Treasurer**

CC: Barbara Wagner, Benton County Assessor; Josie Delvin, Benton County Clerk; Bobbie Gagner, Benton County Auditor; Duane Davidson, Benton County Treasurer

## FEE AGREEMENT FOR SALE OF PUBLIC DOCUMENTS AND INDICES

THIS AGREEMENT is entered into this 18<sup>th</sup> day of March, 2008, by and between Landez Corporation, a Utah corporation, whose principal address is 34 E. 200 N., Providence, UT, 84332, hereinafter referred to as "Landez" and the Benton County Assessor, Auditor, Clerk, and Treasurer whose address is 620 Market St., Prosser, WA 99350, hereafter referred to as the "County".

WHEREAS, this agreement is authorized pursuant to the provisions of Washington State Law, including but not limited to Title 36 RCW; and more particularly Chapter 36.21 RCW, Chapter 36.22 RCW, and Chapter 36.29 RCW.

WHEREAS, Landez, by and through its product, Landlight.com, will make available on the Internet, public documents and compiled data generated by the County and Landez in an easily accessible format and will compensate the County therefore, to the benefit of the public.

A. Purpose. The purpose of this Agreement is to complete a transaction whereby Landez, by and through its product Landlight.com, will make available to the public, via the internet, County documents and compilations of data generated by the Assessor, Auditor, Clerk, and Treasurer's offices, or Landez, thereby allowing convenient access by the public for a fee, notwithstanding the provisions for free use found in Paragraphs G, H, and O.

B. Definition. For purposes of this Agreement, a document shall be defined as public documents generated, formatted, received, accepted, or maintained by Landez or the Benton County Assessor, Auditor, Clerk, and Treasurer's offices. Such documents may include, but are not limited to, the contents of one 8 1/2"x11" or 8 1/2"x14" piece of paper, plats, short plats, condominiums, surveys, boundary line adjustments, binding site plans, or maps.

C. Term. This Agreement shall have a three (3) year term, commencing upon the date of the last signature affixed hereto and expiring at midnight on the date three years therefrom.

D. Non-Appropriation of Funds. Notwithstanding any term in this Agreement to the contrary, this Agreement shall be terminated pursuant to provisions of Paragraph E below in the event of a non-appropriation of funds required for performance of the County's obligations which would otherwise have been required to be performed in any fiscal year subsequent to the execution of the Agreement.

E. Termination. This Agreement is terminable by either party based upon thirty (30) days notice to all parties to this agreement. Termination shall become effective thirty (30) days from the date of deposit of notice in the U. S. Mail. Termination shall not relieve either party of any obligation or responsibility incurred prior to the date of termination.

F. Notices. Any notice, which may be required to be given by any of the parties to another party hereunder, shall be in writing. All notices shall be sent by United States Mail, certified or registered mail, return receipt requested. Unless a party designates another address for notice, notices shall be sent to the following addresses:

Barbara Wagner  
Benton County Assessor  
P.O. Box 902  
Prosser, WA 99350

Landez Corporation  
110 South Main Street  
Providence, UT 84332

Bobbie Gagner  
Benton County Auditor  
P.O. Box 470  
Prosser, WA 99350

Josie Delvin  
Benton County Clerk  
7122 W. Okanogan Pl., MS-C  
Kennewick, WA 99336

Duane Davidson  
Benton County Treasurer  
P.O. Box 630  
Prosser, WA 99350

G. Compensation. Landez agrees to pay County a document fee of One Thousand Eight Hundred and no/100 Dollars (\$1800.00) per year payable on the 15<sup>th</sup> day of April of each year, commencing with the 15<sup>th</sup> day of April, 2008. The document fee is in exchange for the County providing to Landez currently existing documents and indices as set forth below, as well as daily document and index updates by County to Landez.

Landez agrees to provide annually a minimum of ten (10) free searches on Landlight.com (a product of Landez) as trial accounts to public users.

Landez agrees to provide free account to use Landlight.com on any County computer. The County and its employees shall have unlimited use and access to the services of Landlight.com for county purposes.

H. Free Tax Roll Report. Landez agrees to provide a "Free Tax Roll Report" providing to the public, free of charge, tax and assessment information, both current and delinquent, on all parcels in Benton County. The public will be limited to parcel number search for the search criteria when using the "Free Tax Roll Report". The tax and assessment data provided will include up to five (5) years of history and overall assessment information on the parcel. Any modifications to the data or changes to the display and/or content of the "Free Tax Roll Report" will require written agreement by the Assessor, Treasurer, and Landez.

I. Document Provision. The County shall provide an initial copy of the County Assessor's, Auditor's, Clerk's, and Treasurer's public documents and data files and their indices to Landez and will provide Landez with daily updates.

**County retains absolute discretion and authority to determine whether documents are public records.** Landez will extract or remove any documents and/or data as may be identified by the County, including but not limited to DD214 forms provided by the Auditor.

County shall not be responsible for the content of any document that may be made available by Landez to public users.

County will provide all documents and data files to Landez in such format as is determined by the County's Central Services department.

J. Dissolution of Landez. In the event of the dissolution of Landez, the County shall be given the then current source code for Landlight.com which shall be held in escrow by a third party, Gifford Baugh, Advanced Title, 575 E. 1400 N., Logan, Utah, 84341, for County use only and not for distribution. Confirmation of said third party escrow shall be provided to County within ten (10) days of its establishment or this Agreement shall become automatically null and void.

K. Termination of Use of Documents. In the event this Agreement is terminated by either party under the terms of Paragraph D above or upon dissolution of Landez pursuant to Paragraph G above prior to the end of the term of this agreement, Landez shall immediately cease and desist from any private or commercial use of any and all public documents, data, indices or other documentation or information previously provided by the County.

L. Non-Exclusivity. The County will not be limited or restricted in selling or distributing any public documents and data as described herein to any other vendor. Further, the County shall not be restricted from the development and use of any similar service on its own website. The term of this non-exclusivity clause shall remain in place during the entire duration of this Contract.

M. Link on County Website. Without restriction, the County shall have the option, but not the obligation, to post links to Landlight.com on the County website.

N. Backup Service. Landez shall provide to the County free backup services for disaster recovery. This shall include the maintenance of file or storage space reasonably sufficient to backup and store the current data and documents made available by the County for a reasonable time in the event of a disaster.

O. Use by Other Agencies. At the discretion of each individual elected official whose signature is attached hereto, municipal governments for which the Benton County Treasurer serves as treasurer may be provided free unlimited use and access to Landlight.com

P. Central Services. The Central Services Department of Benton County, at the direction of each individual elected official, shall work with Landez to furnish such public documents and data as determined by each individual elected official and/or department director. The Central Services Department will provide said public documents and data in such manner as determined by the elected official and/or department director.

Q. Amendments. This Agreement may be amended as agreed upon between the parties and said amendment shall become effective only upon the affixing of all five (5) signatures from each of the five (5) parties to the said written amendment.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Landez and supercedes all prior negotiations, representations, or agreements either written or oral.

S. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

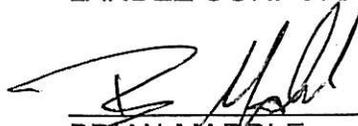
T. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute law, public regulation, or ordinance, the latter shall prevail but in such event the provisions of this Agreement shall be curtailed and limited only to the extent necessary to bring it to within legal requirements.

U. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Benton County Superior Court.

BENTON COUNTY

LANDEZ CORPORATION

\_\_\_\_\_  
CLAUDE M. OLIVER  
CHAIRMAN OF THE BOARD  
Date: \_\_\_\_\_

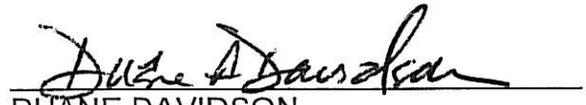
 3/18/2008  
\_\_\_\_\_  
BRIAN MARBLE  
PRESIDENT

  
\_\_\_\_\_  
BARBARA WAGNER  
BENTON COUNTY ASSESSOR  
Date: 3/25/08

\_\_\_\_\_  
BOBBIE GAGNER  
BENTON COUNTY AUDITOR  
Date: \_\_\_\_\_

Signatures of Bobbie Gagner, Josie Delvin and Kathleen Fitzgerald were unavailable for the Board packet copy, but will be included on original contract presented to Commissioners at 3/31/08 meeting.

\_\_\_\_\_  
JOSIE DELVIN  
BENTON COUNTY CLERK  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
DUANE DAVIDSON  
BENTON COUNTY TREASURER  
Date: 3/25/08

Approved as to Form:

By: \_\_\_\_\_  
Kathleen Fitzgerald  
Deputy Prosecuting Attorney  
Date: \_\_\_\_\_

31 March 2008

David Kaumhaimer, Environmental Program Manager  
United States Bureau of Reclamation – Upper Columbia Area Office  
1917 Marsh Road  
Yakima, Washington 98901-2058

**Re: Yakima River Basin Water Storage Feasibility Study – Draft Planning Report and EIS**

Dear Mr. Kaumhaimer:

Benton County appreciates the work by the US Bureau of Reclamation (Reclamation) and the Washington Department of Ecology (Ecology) in producing the *Yakima River Basin Water Storage Feasibility Study – Draft Planning Report and Environmental Impact Statement (Study)* recently issued by your offices. We thank you for the opportunity to review and comment on this report.

Reclamation oversees substantial water storage and conveyance infrastructure that was built as part of the “Yakima Project” during the first third of the 20th Century. However, while the Project’s facilities ceased to expand after 1933 (Cle Elum Lake); agriculture, industry, and communities have continued to grow. The Yakima Project’s capacity to meet all water needs has been surpassed; and growth and accelerating drought cycles are combining to put strains on the system that the region can no longer absorb the way it could in previous decades. As such, Benton County’s primary goal is development of a comprehensive, regionally-supported program of storage and non-storage measures that assure a reliable Yakima River Basin water supply for current and future needs. We have been consistent and forceful in pursuing this goal for many years.

In support of this goal, Benton County has been at the forefront of efforts to stabilize and improve reserve water supplies in the Yakima Basin to provide more dependable instream flows in the Yakima River, and to better insulate the agricultural and industrial economies of the Basin from the severe adverse impacts of cyclical drought. The County has provided leadership through action and funding in support of these efforts; particularly in the areas of systems improvements, conservation, and enhanced storage capacity. Specifically, Benton County has and continues to support water projects in areas such as:

- Increased storage capacity in existing reservoirs;
- Creating new, off-stream storage capacity;
- Implementing “aquifer storage and retrieval” where viable;

- Moving points of diversion (such as “pump exchange” projects);
- Inter-basin (Columbia to Yakima) water transfers where viable and appropriate.

Federal, state and local entities have long recognized that the YRBWEP is the framework for a comprehensive “fix” of the water resource related problems of the Yakima River basin.

### **Yakima River Basin Water Enhancement Project**

Recognizing both the need to respond to the impacts of cyclical drought, and the Yakima Basin’s promise for significant salmon recovery efforts, Congress authorized and appropriated funding for the “Yakima River Basin Water Enhancement Project” (YRBWEP) in 1979. Since its inception, programs derived from YRBWEP have substantially improved water conservation, fish passage, and water quality throughout the Basin.

Benton County has long been a supporter of YRBWEP, and the progressive, effective actions associated with it. YRBWEP has a multi-decade track record of producing positive results in the Basin, based on the following six goals:

- Protect, mitigate, and enhance fish and wildlife through improved instream flows; improved water quality, protection, creation and enhancement of wetlands; and by other appropriate means of habitat improvement (target flows were established at Parker and Prosser and “biologically – based” flows were to be evaluated for future adoption);
- Improve the reliability of water supply for irrigation;
- Authorize a Yakima River basin water conservation program that will improve the efficiency of water delivery and use; enhance basin water supplies; improve water quality, protect, create and enhance wetlands, and determine the amount of basin water needs that can be met by water conservation measures;
- Realize water savings from the Yakima River Basin Water Conservation Program in the first eight years of the program in amounts specified in the Act.
- Encourage voluntary transactions among public and private entities which result in the implementation of water conservation measures, practices, and facilities; and
- Provide for the implementation by the Yakama Indian Nation at its sole discretion of an irrigation demonstration project on the Yakama Indian Reservation using water savings from system improvements to the Wapato Irrigation Project, and a Toppenish Creek corridor enhancement project.

The YRBWEP is being implemented in phases: Phase One – improved fish screens at major diversion intakes (completed); Phase Two – water conservation, water acquisition, and water quality improvement (ongoing); and Phase Three – evaluation of new storage alternatives (ongoing).

## The Storage Feasibility Study and Draft Planning Report / EIS

Through its process of creating the Study, Reclamation developed three guiding goals:

- Improve anadromous fish habitat by restoring the flow regimes of the Yakima and Naches Rivers to more closely resemble the natural hydrograph. Through a collaborative process with the Storage Study Technical Work Group (SSTWG) Reclamation developed nonbinding flow objectives to assist in measuring goal achievement.
- Improve the water supply for proratable (junior) irrigation entities by providing a not less than 70-percent irrigation water supply for irrigation districts during dry years relying on diversions subject to proration. This 70-percent goal equates to 896,000 acre-feet of proratable entitlements.
- Meet future municipal water supply needs by maintaining a full municipal water supply for existing users and providing additional surface water supply of 82,000 acre-feet for population growth to the year 2050.

As stated, these goals are used to measure and compare the relative accomplishments of the alternative water supply projects evaluated in the Study. The "measurement" is of concern to Benton County for the following reasons:

With respect to the first goal..... Reclamation and the SSTWG developed a table of desired flows for five Yakima River reaches for each fisheries life cycle. Monthly flows are expressed in cubic feet per second and acre feet for an average water year condition. The factors used in selecting these flows are the water needs for spawning, incubation, rearing and migration. Since these flows significantly affect the merit of a water supply alternative, we have the following questions and concerns: (1) Are these flows intended to be "biologically-based" in the context of YRBWEP? (2) These flows are referred to as "non-binding" and "informal" in the report. Although they may provide a base for comparison of project alternatives, are they not, in effect, meaningless as a true measurement of the fisheries needs? (3) The flows apply to an average water year condition. What flow criteria were used to measure goal accomplishment in wet and dry years? (4) For the average water year condition, these flows should be reported as to annual fisheries needs (acre feet/year), the current available supply subtracted, and the net annual additional supply required be quantified.

With respect to the second goal..... The irrigation water requirement to achieve a 70-percent supply for proratable contract deliveries is 896,000 acre-feet. The derivation of this number is not explained, but it appears that the goal is to supply at least 70-percent of the entire proratable entitlement of approximately 1.28-million acre-feet. In the Yakima River Basin Storage Alternative Appraisal Assessment (May 2006) the additional irrigation water supply required in a dry year (such as 1994 and 2001) is stated at less than half of the Study's figure – 422,000 acre-feet. It should be noted that recently, the Sunnyside and Yakima-Tieton Divisions have stated they have no interest in additional water supply. Also, some water rights of proratable water users have been modified by the "Acquavella" adjudication and "settlement agreements". The 422,000 number is itself probably high. This goal should be re-visited, refined, and clarified.

With respect to the third goal..... The need for storage water for future municipal water supply needs will depend on future policies for determining the availability of ground water for new water rights. Such policies will rely on the results of the on-going Reclamation-Ecology-Yakama

Nation-Geological Survey ground water study. Given this uncertainty, we support the goal as stated.

### **Supply Alternatives**

It is Benton County's opinion that the current water supply goals cannot be achieved by any single or combination of alternatives currently being evaluated internal to the Yakima River Basin. Either importation of water from the Columbia River via a project such as the Black Rock Reservoir is required or the goals must be significantly modified/reduced with respect to water supply needs. Benton County supports continued study of the Black Rock Reservoir alternative with emphasis on resolving the critical issue of potential effect of reservoir seepage on the Hanford Reservation, the degree of such effect, and the opportunities for mitigation of such effects.

Benton County further urges Reclamation and Ecology to not be constrained to limiting the final PR/EIS to "stand alone" alternatives. Combinations of alternatives should be evaluated in the context of this study being an element of the on-going YRBWEP program.

### **Conclusions**

When evaluating the current Study in the context of the past and ongoing actions of Benton County and the Yakima Basin region, we conclude:

- That additional flow alone will not fully achieve the fisheries enhancement goal of the Study. Therefore, system improvements that aid fish migration and enhance fish habitat should continue, in concert with the work of the Yakima Basin Fish and Wildlife Recovery Board.
- That additional water supplies sufficient to meet the needs of the Basin (as defined by the YRBWEP or the Study goals) cannot be developed internal to the Yakima Basin. Either Columbia River water must be imported or the Study goals must be revisited.

### **Recommendations**

Based on our conclusions, Benton County recommends:

- That the goals of the Study should be considered as a sub-set of the YRBWEP goals; and that the Study should be considered a part of and a continuation of the YRBWEP.
- The current rights of junior irrigation entities should be determined and identified.
- Required additional water supplies for irrigation use should be quantified.
- That the proposed Black Rock Reservoir project be fully-examined. The Lower Yakima Basin would benefit enormously from the Black Rock project, which would assure an adequate and reliable water supply and neutralize the biggest risk to the Basin's economy – drought. Irrigators and municipalities would be protected and could depend on sufficient supplies to support a growing region. Lower Yakima River flows, which drop dangerously low for fish during water-short years, would be improved. Water quality problems would be significantly reduced or eliminated. A clean, high flow river would attract more recreational users and fisheries would be greatly enhanced.

Benton County appreciates the work of the planning team that developed the Study, and the opportunity to provide comment. We commend the collaborative effort involving federal and state agencies, tribal nations, stakeholders, and the public at large. The County looks forward to continuing to work with you to find creative solutions for complex problems.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

---

Claude Oliver, Chairman

cc: Board of County Commissioners, Kittitas County  
Board of County Commissioners, Klickitat County  
Board of County Commissioners, Yakima County  
Derek I. Sandison, Central Region Director, Washington Department of Ecology  
Jeff Tayer, Region Three Director, Washington Department of Fish and Wildlife  
Yakima Basin Fish and Wildlife Recovery Board  
Yakima Basin Storage Alliance

9:15

**From:** Marilu Flores  
**To:** Gagner, Bobbie  
**Subject:** 03/31/08 agenda

Hi Bobbie: Just wanted to remind you that you're on Monday's agenda @ 9:15 am for the storage study analysis. I know you called and spoke w/Lisa, but I wasn't sure if you were given a time.

Also, will you be providing material for Commissioner books prior to the meeting? Please let me know.  
Thanks.....Marilu

9:30

# RESOLUTION

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

**IN THE MATTER OF SOLICITING PROPOSALS FOR THE PROVISION OF FOUR (4) HIGH SPEED ROLLING DOORS DESIGNATED FOR THE SALLY PORT DOORS AT THE BENTON COUNTY SHERIFF'S OFFICE CORRECTIONS FACILITIES LOCATED AT THE BENTON COUNTY JUSTICE CENTER**

**IT IS HEREBY RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for four (4) high speed rolling doors for the sally port doors at the Benton County Sheriff's Office Corrections Facilities, 7122 W. Okanogan Place, Kennewick, WA be prepared and advertised pursuant to the provisions of RCW 36.32.250, as more fully described in the bid specifications; and

**BE IT FURTHER RESOLVED** the bids will be received by the Benton County Facility Manager at the Benton County Justice Center 2<sup>nd</sup> Floor Facilities Conference Room, Benton County Justice Center, 7122 W. Okanogan Place, Kennewick, WA 99336 until 3:30 p.m. prevailing local time on Wednesday, April 16, 2008 and not thereafter and will be opened at 4:00 p.m. prevailing local time on April 16, 2008 at a public bid opening; and

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

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

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

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

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

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

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

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

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

March 31, 2008

## INVITATION FOR BIDS

### TO INTERESTED PARTIES:

Benton County solicits proposals for the provision of four (4) Rytec (or functionally identical) high speed rolling doors designated for the sally port doors at the Benton County Sheriff's Office corrections facility at 7122 W. Okanogan Place, Kennewick, WA. This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to contract with Benton County, and only upon the county's acceptance of such an offer by the county's written acceptance of such an offer and execution of a contract shall contractual commitments be created. Specifications and bid forms are set forth in the attached document.

### CONDITIONS AND INSTRUCTIONS

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

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

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

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

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the contract is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the county will advise all bidders of the circumstances and provide direction on how this bid process will be concluded. Each submitter is responsible for contacting Roy Rogers, Facilities Manager, 7122 W. Okanogan Place, Kennewick, WA 99336, (509) 783-3118, for clarification or correction of any

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

A pre-bid walk through tour of the all facilities involved will be held at 2:00 PM, Wednesday, April 9, 2008 at the Justice Center, Facilities Conference Room (2<sup>nd</sup> Floor), 7122 W. Okanogan Place, Kennewick, WA. Each submitter, by the submission of their proposal, represents that they have carefully reviewed and fully understand these documents, including all conditions and instructions, specifications, requirements, and other information contained herein.

Bids must be in a sealed envelope, which shall be clearly marked "Sealed Bid – High Speed Rolling Doors CB 08-06" and show the name and address of the bidder, and if mailed shall be addressed as follows:

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

Sealed bids will be received by Benton County Facilities until 3:30 p.m. prevailing local time on Wednesday, April 16, 2008 and not thereafter, and will be opened at 4:00 p.m. prevailing local time on Wednesday, April 16, 2008 at the Benton County Justice Center 2<sup>nd</sup> Floor Facilities Conference Room, Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, Washington at a public bid opening. Bids received after the time specified will be unopened.

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

BOARD OF BENTON COUNTY COMMISSIONERS

\_\_\_\_\_  
Claude Oliver, Chairman

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney  
Benton County, Washington

Orig: File – Lisa Small  
cc: Facilities; File: CB 08-06

OFFICE OF THE BENTON COUNTY FACILITIES  
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: THE SUPPLYING AND INSTALLATION OF FOUR (4) RYTEC (OR FUNCTIONALLY IDENTICAL) HIGH SPEED ROLLING DOORS DESIGNATED FOR THE SALLY PORT DOORS AT THE BENTON COUNTY SHERIFF'S OFFICE CORRECTIONS FACILITY, 7122 W. OKANOGAN PLACE, KENNEWICK, WASHINGTON.

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

DEADLINE FOR BID SUBMITTAL: SEALED BIDS WILL BE RECEIVED BY THE BENTON COUNTY FACILITIES DEPARTMENT UNTIL 3:30 PM PREVAILING LOCAL TIME ON WEDNESDAY, APRIL 16, 2008 AND NOT THEREAFTER, AND WILL BE OPENED AT 4:00 PM PREVAILING LOCAL TIME ON WEDNESDAY, APRIL 16, 2008 AT THE BENTON COUNTY JUSTICE CENTER 2<sup>ND</sup> FLOOR FACILITIES CONFERENCE ROOM, BENTON COUNTY JUSTICE CENTER, 7122 W. OKANOGAN PLACE, BUILDING A, KENNEWICK, WASHINGTON. BIDS RECEIVED AFTER THE TIME SPECIFIED WILL BE UNOPENED AND DISREGARDED.

1. Benton County is soliciting proposals for the purchase and installation of four (4) Rytec (or functionally identical) High Speed Rolling Doors, of the following dimensions: two (2) 120" W x 183.5" H and two (2) 225" W x 183.5" H. These shall be installed at the sally ports located at the Benton County Sheriff's Office Corrections Facility, 7122 W. Okanogan Place, Kennewick, Washington. The County invites you to submit a bid to provide for services that will meet or exceed the following specifications.
2. The attached Contractor's Qualification Statement must be completed in full and submitted simultaneously with your bid in order to be eligible for an award on this project.
3. A non-mandatory pre-bid walk through tour of the facilities involved will be held at 2:00 PM, Wednesday, April 9, 2008 at the Justice Center, Facilities Conference Room (2<sup>nd</sup> Floor), 7122 W. Okanogan Place, Kennewick, WA. Each submitter, by the submission of their proposal, represents that they have carefully reviewed and fully understand these documents, including all conditions and instructions, specifications, requirements, and other information contained herein.
4. Your bid must be submitted on the official bid form enclosed (or in identical format) and place in a SEALED ENVELOPE marked "SEALED BID – High Speed Rolling Doors CB 08-06". Bids may be mailed to the Benton County Facilities Department, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336 or hand delivered to: "Benton County Facilities Department, Benton County Justice Center 2<sup>nd</sup> Floor 7122 W. Okanogan Place, Building A, Kennewick, Washington. Bids must be submitted in sufficient time to be received at the Facilities Conference Room prior to 3:30 P.M. prevailing local time, Wednesday, April 16, 2008. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.
5. Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

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

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

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

**HIGH SPEED ROLLING DOORS  
SPECIFICATIONS**

**PART 1 – GENERAL**

1.01 PRODUCT REQUIREMENTS

- A. High-speed roll-up doors.
- B. Wiring from electric circuit disconnect to operator to control station

1.02 REFERENCES

- A. NEMA – National Electrical Manufacturers Association
- B. LED – Light Emitting Diode

1.03 SYSTEM DESCRIPTION

- A. Motor Type: AC drive, and variable speed with soft acceleration and braking.  
Mechanical release lever on side column allowing doors to be easily opened in the event of a power failure.

1.04 SUBMITTALS

- A. Submit the following:
  - 1. Shop Drawings: Indicate pertinent dimensioning, anchorage methods, hardware locations, and installation details.
  - 2. Product Data: Provide general construction, component connections and details, and electrical equipment, operation instructions, and information.
  - 3. Samples: Submit samples of the door slat material.
  - 4. Manufacturer's Installation: Indicate installation sequence and procedures, adjustment, and alignment procedures.

1.05 MAINTENANCE DATA

- A. Maintenance Data: Schedule maintenance program to include lubrication requirements and frequency, periodic adjustments required, scheduled maintenance suggested, manufacturer's data sheets, and equipment inter-connection diagrams.

1.06 REGULATORY REQUIREMENTS

- A. Electrical components UL listed.
- B. Electrical control panel NEMA approved.

1.07 QUALITY ASSURANCE

- A. Furnish high-speed roll doors and all components and accessories by one manufacturer.
- B. Specific door model used must have a proven track record of successful installations in similar applications of no less than 3 years. References are to be provided upon request.

1.08 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on shop drawings.

1.09 COORDINATION

- A. Coordinate the work with installation of electric power and locations and size of conduit.

1.10 WARRANTY

- A. One year parts, one year labor.

**PART 2 – PRODUCTS**

2.01 PRODUCTS

- A. Rytec Corporation Spiral LH Door
- B. Other name brand identical in comparison to Rytec Corporation Spiral LH Door

2.02 MATERIALS

- A. Door Panel: double-walled, aluminum slats are 6 inches high by 1-9/16 inches thick. Integral rubber weatherseal between each of the panels. Door slats to be connected by hinge system to provide additional rigidity, support and security to door curtain. Door curtain does not require a tensioning system for additional wind/pressure resistance. Doors which require the use of a tensioning system for additional wind/pressure resistance will not be accepted.
  - 1. Vision: Door curtain to contain three clear polycarbonate window slats.
- B. Side Frames: Galvanized steel side frames with full height weatherseal on both sides to seal against door panel. Dual thru-beam photo-eyes mounted within door jamb. Doors using an external coil cord will not be accepted.
- C. Bottom Bar: Extruded aluminum bottom bar with electric, reversing edge that reverses the door upon contacting an object.
- D. Counterbalance: Up to six extension springs in each side column, depending on the size of the door. Springs assist the motor in opening the door. Mechanical release lever on

side column allows door to be easily opened in the event of a power failure. Doors using torsion springs for counterbalance or doors with springs located within a barrel will not be accepted.

- E. Drive system: Minimum 2 HP motor with variable speed AC drive which allows for soft acceleration and deceleration. Doors using a motor with a clutch or pump will not be accepted.
- F. Travel Speed: Opens at up to 60 inches per second and closes at 30 inches per second.
- G. Electrical Controls: Housed in a Nema 4 rated enclosure with factory set parameters. Two-line, 32-character LCD display provides self-diagnostic and status messaging as well as quick, straightforward installation and control adjustments. 12 programmable inputs and 3 outputs accommodate special control applications without the need for additional electrical components. Tamperproof cycle counter. Control panels that require a portable computer unit, additional components or other devices for programming and/or troubleshooting will not be accepted.
- H. Door to use rotary encoder to regulate door travel limits. Limits to be self-adjusting without the use of tools from floor level at the control panel. Doors using mechanical limits switches or doors that require tools to set the limits will not be accepted.
- I. Door Track: Track design to feature no metal-to metal contact to eliminate all wear on panel slats. Overhead tracks to roll back and travel horizontally to accommodate limited headroom. Doors whose tracks coil above the opening, roll-up on a barrel or allow metal-to-metal contact will not be accepted.
- J. Windload: Door manufacturer to provide certification by an independent, licensed testing agency that door has the ability to withstand windloads of up to 120 mph.
- K. Required Maintenance: No lubrication of any kind required anywhere on the door or its components for the life of the door. Minimum estimated life expectancy of any component on door to be no less than approximately 200,000 cycles.
- L. All components factory finished.

### **PART 3 – EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that opening sizes, tolerances, and conditions are acceptable.

#### **3.02 INSTALLATION**

- A. Install door unit assembly in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.

- C. Fit and align assembly including hardware; level to plumb to provide smooth operation.
- D. Coordinate installation of electrical service. Complete wiring from disconnect to unit components.

3.03 ADJUSTING

- A. Adjust door and operating assemblies
- B. Test and adjust door(s), if necessary, for proper operation.

3.04 CLEANING

- A. Clean door and components.

END OF SECTION

BID PROPOSAL

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

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

Please submit your bid amount with sales tax on this form.

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

FIRM NAME: \_\_\_\_\_

WASHINGTON STATE UBI NUMBER: \_\_\_\_\_

NOTE: YOUR FIRM MUST HAVE A VALID UBI NUMBER IN ORDER TO PLACE A BID.  
"PENDING" APPLICATIONS OR RENEWALS SHALL NOT BE ACCEPTED.

ADDRESS: \_\_\_\_\_

STATE OF FORMATION OF FIRM'S ENTITY: \_\_\_\_\_

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

CONTACT PERSON:

\_\_\_\_\_ Telephone: \_\_\_\_\_

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

DESCRIPTION	Amount
1. Equipment	\$ _____
2. Installation	\$ _____
3. Washington St Sales Tax	\$ _____
4. Freight	\$ _____
5. Total bid amount	\$ _____

# ASSURANCE OF NON-DISCRIMINATION

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

The policy reads as follows:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL(S) AND TITLE:

\_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_ TITLE: \_\_\_\_\_

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

**Failure to complete this packet in its entirety and provide all requested information may result in designation as a “non-responsible” bidder and resultant disqualification from this invitation to bid.**

## Contractor's Qualification Statement

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

**Submitted By:**

**Company Name:**

**Mailing Address:**

**Principal Office:**

- Corporation                       Partnership  
 Individual                               Joint Venture  
 LLC                       Other

Please specify if "other" or "joint venture" is checked: \_\_\_\_\_

---

### TYPE OF WORK:

- General Construction                       HVAC  
 Electrical                                       Janitorial  
 Other: (Please specify below)

## 1. ORGANIZATION

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

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable (i.e. UBI #).

- Provide proof of contractor registration (copy).

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

- 2.3 Show proof of Workers Compensation status, Employment Security and State Excise Tax Numbers. (attach copies.)

- Note any previous disqualification(s) for prevailing wage violation RCW 39.12.065(3) - \_\_\_\_\_ Yes \_\_\_\_\_ No – If Yes, Explain.
- Note any previous disqualification(s) for bidding on public work without license RCW 39.06.010 - \_\_\_\_\_ Yes \_\_\_\_\_ No – If Yes, Explain.

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

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

#### 4. REFERENCES

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

#### 5. SURETY:

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

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

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also procure and maintain employer's liability or stop-gap coverage in the amount of one million dollars \$1,000,000 that will cover disease or injuries to employees.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The

general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

## 7. SIGNATURE

Dated at this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Organization:

By:

Title:

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires:

# PROPOSED SERVICE CONTRACT

## CONTRACT FOR SERVICES TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **COMPANY NAME** a corporation organized under the laws of the State of Washington, with its principal address at **Address, City, State, Zip** (hereinafter "CONTRACTOR").

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

### 1. CONTRACT DOCUMENTS

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

Exhibit "A" - Contractor's Proposal

Exhibit "B" - Prevailing wage tables for Benton County

### 2. DURATION OF CONTRACT

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

### 3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of four (4) high speed rolling doors all in accordance to the bid proposal and specifications attached hereto as Exhibit A.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

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

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

5. COMPENSATION

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

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

**6. INVOICING**

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

**7. DEFECTS**

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

**8. AMENDMENT AND CHANGES IN WORK**

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

**9. HOLD HARMLESS AND INDEMNIFICATION**

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

of CONTRACTOR, its officers, employees or agents.

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

**10. INSURANCE**

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also procure and maintain continuously, employer's liability or stop-gap insurance providing up to one million dollars (\$1,000,000) of coverage for employee injuries or disease.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars

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(\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

except with respect to the limits of the insurer's liability.

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

endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- 11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by

the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of \$35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, 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 AND PREVAILING WAGE**

The CONTRACTOR shall comply with all applicable federal, state

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

**14. 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.

-This portion intentionally left blank -

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

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

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

**BENTON COUNTY**

**Company Name**

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

\_\_\_\_\_

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

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

Approved as to Form:

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