

April 27, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 20, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Steve Becken, Public Works; Deputy Auditor Brenda Chilton; DPA Ryan Brown, Planning Manager Mike Shuttleworth; and DPA Jonathan Young.

Approval of Minutes

The Minutes of April 13, 2009 were approved as corrected.

Review Agenda

Commissioner Bowman requested consent agenda item "g" (Copier Lease for PA's Office) be pulled for further clarification on whether it was a purchase or lease agreement.

Consent Agenda

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

Auditor

- a. Maintenance Agreements w/Comstor Information Management, Inc.

Commissioner

- b. Canvassing Board Appointment
- c. Procedures/Guidelines for Approving County/Bi County Non-Bargaining Positions, Rescinding Resolution 09-056

Facilities

- d. Service Contract w/Davey's Tree

Human Services

- e. Contract, #2009-HH2163, w/BF Community Action Committee for Homeless Housing

Juvenile

f. Grant Application w/Office of Juvenile Justice on Truancy Contempt Prevention Project
Prosecuting Attorney

h. Separation Agreement and Release

Road/Engineer

- i. Authorization to Proceed w/Hess Road Bridges Guardrail Upgrades
- j. Authorization to Proceed w/Bituminous Surface Treatment 2009

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

Public Hearing - Application for Franchise – City of Kennewick

Steve Becken presented a petition for a nonexclusive franchise filed by the City of Kennewick to continue water and sewer distribution within County road right of way. Mr. Becken said that based upon current franchise requirements, he recommended approval of the request subject to the listed conditions.

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

MOTION: Commissioner Bowman moved to approve the application for franchise filed by the City of Kennewick subject to the listed conditions. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:10 a.m.

Public Hearing – Application for Franchise – Bonneville Power Administration

Steve Becken presented an application for franchise filed by the Bonneville Power Administration. He said this application was unique because they had been without a franchise for several years based upon the inability of the parties to agree to the terms. He said the parties have now agreed, the legal departments had approved the terms, and he was recommending the franchise be approved for a 10-year period.

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

MOTION: Commissioner Beaver moved to approve the application for franchise filed by the Bonneville Power Administration subject to the listed conditions. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:15 a.m.

Preliminary Plat Approval – Sunset Estates (SUB 07-06)

Mike Shuttleworth presented the preliminary plat for Sunset Estates. He said the Planning Commission had completed its open record hearing and voted to recommend approval of the preliminary plat as presented with conditions. Mr. Shuttleworth stated this was a closed record

hearing and no new testimony could be taken, but only clarification of statements made at the Planning Commission hearing. Mr. Shuttleworth noted the Department of Ecology's statement that the project required water rights.

Testimony

Scott Revel, District Manager for KID said subdivision was designed with the clustering technique and requested the Board find the plat to be consistent with county code and approve it.

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

Commissioner Bowman stated these lots were well under five acres and wanted to know if they met the required standards. Mr. Shuttleworth said the lot size was allowed under the clustering technique and was submitted before the County changed the requirement from 2.5 acres to five.

MOTION: Commissioner Bowman moved to adopt the Planning Commission's Findings of Fact and Conclusions as their own regarding the Preliminary Plat of Sunset Estates, SUB 07-06 subject to the 20 conditions. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:25 a.m.

Executive Session – 1st Quarter Litigation Update

The Board went into executive session at 9:25 a.m. with DPA Ryan Brown for approximately 10 minutes for an update on 1st Quarter Litigation. Also present were David Sparks, Cami McKenzie, Loretta Smith Kelty, and Melina Wenner. The Board came out of executive session at 9:35 a.m. and announced it was going back in for another five minutes. The Board came out of executive session at 9:39 a.m. No decisions were made.

Interlocal Agreement – Greater Columbia Behavioral Health Regional Support Network

Chairman Benitz said he sent a letter to Kittitas, Klickitat, Yakima and Whitman Counties advising of the Board's intent to sign the agreement. He indicated he had not heard back from any of the commissioners and requested the Board proceed ahead.

MOTION: Commissioner Bowman moved to approve the amendment to the Interlocal Agreement Between Benton County and Greater Columbia Behavioral Health (GCBH) for the Reformation of the GCBH Regional Support Network. Commissioner Beaver seconded.

Discussion

Commissioner Bowman said his only concern was if the agreement was not signed and therefore not effective, the Board should be ready with its next step.

Chairman Benitz said he was working with legal counsel to determine what the next step would be.

Upon vote, the motion carried unanimously.

Executive Session – County Claim 09-03

The Board went into executive session at 9:43 a.m. for approximately five minutes with DPA Jonathan Young to discuss claim CC 09-03. Also present were David Sparks, Cami McKenzie, Ryan Brown, Melina Wenner, and Loretta Smith Kelty. The Board came out of executive session at 9:46 a.m. Mr. Young stated the Board took no action.

Consent Agenda Item “g” (Copier Lease for PA’s Office)

Jonathan Young confirmed the agreement was to lease a copier for 60 months. He stated the new form “purchase agreement” was for each department to use so it referenced the state contract and afforded the County all the terms of the state contract.

MOTION: Commissioner Bowman moved to approve the lease agreement for the copier. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:50 a.m.

Continued Discussion – Federal Grant Representation

Chairman Benitz said the Board had tabled a motion from the previous meeting and it was described as follows:

Tabled Motion

MOTION: Commissioner Bowman moved to approve the contract, with the clerical changes. Commissioner Beaver seconded.

Commissioner Beaver said he was in favor of the effort to get some assistance in D.C., but the legal opinion indicated this agreement might not be the right way. He said he wanted to find a way that was correct and requested the Board approve Mr. Sparks and Mr. Brown to complete some research on this issue.

Commissioner Bowman said he disagreed because other counties were contracting for help and had been awarded millions of dollars for their projects. He said there was not a solid answer and he didn’t agree that just because there was not authority that the County couldn’t do it. He said the Board should continue with this project and others and time was of the essence.

Chairman Benitz said he agreed they needed to have individuals represent their interests at the state and federal level and wanted to see a list of projects the Board could all agree on.

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

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

Prioritization of Projects – Public Works Department

Steve Becken said his office had been working on three priority projects that fit the criteria for submittal to Doc Hastings for funding: Piert Road, Travis Road, and Red Mountain. He requested the Board prioritize the three projects, identify funding sources for Travis Road and Red Mountain Interchange (if they asked for less than the full 80%) and authorize the Chairman to sign the support letters and applications. Mr. Becken said he was told they would look more favorably if the County funded part of the 80%, however, there would have to be a commitment in hand to go with the project.

Commissioner Bowman said he believed the efforts were futile since Doc Hastings was limited on funds for projects. He said that Travis and Piert Road would not have the support but that Red Mountain had a lot of support from many entities and was the only economic vitality project in the WSDOT program. Additionally, he said he felt that Red Mountain was the only one that met the test and that Travis and Piert Roads were already funded. He said he would support Red Mountain as the number one priority and did not want to include the other projects.

Commissioner Beaver said he would agree to listing Red Mountain as the number one priority and not including the smaller projects. Additionally, he requested the Board give Mr. Sparks some direction on finding a way to get help with Red Mountain.

Mr. Sparks requested a point commissioner to work with on the Red Mountain issue and Commissioner Beaver agreed to do it.

Chairman Benitz said that Travis Road had been on the Six-Year Program for many years and was now going to pieces and he wanted Travis Road as the number one priority. He said it was important to keep up the current roads before building new roads.

Other Business

Dispute Resolution Center

Commissioner Bowman said the Center was having its 10th anniversary on Friday the 24th and wanted to know if anybody would be attending. He said that he would not be able to attend and both Commissioners Benitz and Beaver said they would not be attending as well.

Emergency Drill

Commissioner Bowman said he would not be able to attend the emergency drill. However, Commissioner Benitz stated he would be present in Prosser and Commissioner Beaver would be present at Emergency Services.

WSAC Legislation

Commissioner Bowman said he had information available if the Board wanted copies. Additionally, he said the Governor signed the legislation on the county seat issue.

Claim for Damages

CC 09-11: Received on April 16, 2009 from Roger Gray, Union Street Development Co., Inc.

Vouchers

Check Date: 04/15/2009
Taxes #: 10109044-1010946
Warrant #: 922107-922108
Total all funds: \$35,047.08

Check Date: 04/15/2009
Warrant #: 223091, 223099-223335
Total all funds: \$108,395.45

Check Date: 04/17/2009
Warrant #: 922853-923151
Total all funds: \$2,020,743.54

Check Date: 04/17/2009
Warrant #: 922395-922852
Total all funds: \$12,129.10

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

Resolutions

- 09-253 Maintenance Agreements w/Comstor Information Management, Inc.
- 09-254 Procedures/Guidelines for Approving County/Bi County Non-Bargaining Positions, Rescinding Resolution 09-056
- 09-255 Service Contract w/Davey's Tree
- 09-256 Contract, #2009-HH2163, w/BF Community Action Committee for Homeless Housing
- 09-257 Grant Application w/Office of Juvenile Justice on Truancy Contempt Prevention Project
- 09-258 Separation Agreement and Release
- 09-259 Authorization to Proceed w/Hess Road Bridges Guardrail Upgrades
- 09-260 Authorization to Proceed w/Bituminous Surface Treatment 2009
- 09-261 Approval of Preliminary Plat Application SUB 07-06, Sunset Estates
- 09-262 Amendment to Interlocal Agreement Between Benton County and Greater Columbia Behavioral Health (GCBH) for the Reformation of the GCBH Regional Support Network
- 09-263 Approval of Copier Lease for the PA's office

There being no further business before the Board, the meeting adjourned at approximately 10:25 a.m.

Clerk of the Board

Chairman

A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN PROFESSIONAL SERVICES WORK ORDER,

WHEREAS, the Benton County Auditor has several years of historical election records currently archived on microfilm;

WHEREAS, the Benton County Auditor desires to convert the images currently on microfilm to digital images;

WHEREAS, Tyler Technologies has provided a work order quote for the sum of \$750 (plus \$.11 per page over 5000 pages);

WHEREAS, the Auditor has reviewed the work order quote and finds the proposed terms acceptable,

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the PROFESSIONAL SERVICES WORK ORDER between BENTON COUNTY and TYLER TECHNOLOGIES.

Dated this _____ day of April, 2009.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board



PROFESSIONAL SERVICES WORK ORDER

Date of Quote: 04/14/09 (work order quote is valid for 30 days from date of issuance)

Client: Benton County, WA.

Tyler Work Order Tracking #: CJ2009-066

Name of Individual requesting Services: Stuart Holmes

Work Order Type: Film to Images

Description: Tyler Technologies can provide services to Benton County for film being converted to images, with the following assumptions made:

- 1) **The images are not going to be inserted into an application.**
- 2) **Naming requirements are:**
 - a) **Separate folders for each role.**
 - b) **Named page###.**
- 3) **Total roll count is 16 - estimated to contain 150-300 images per roll.**
- 4) **Images will be returned to Benton County via DVD's.**

**Cost: Flat fee of \$750.00 with a maximum number of 5,000 images.
Any images over 5,000 will incur an additional cost of .11 cents per image,
and invoiced accordingly.**

Note: Any alteration to the services outlined above, could incur additional charges.
Services and charges as listed are for this group of images only.

Schedule A Tyler Project Manager will contact the individual requesting services once a signed copy of this work order is received by Tyler; **please sign and scan work order and return to christine.jandreau@tylertech.com or fax signed work order to 603-523-7513.**

County employee authorizing payment for the above described professional services:

(signature)

(date)

(title)

Board of County Commissioners

Max E. Benitz, Jr., Chairman Date

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY BOARD OF EQUALIZATION

WHEREAS, the term for Larry Bateman is set to expire on April 30, 2009; and

WHEREAS, Larry Bateman has expressed an interest and willingness to be re-appointed for an additional three-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Larry Bateman is hereby re-appointed to the Benton County Board of Equalization effective May 1, 2009 and said term expiring on April 30, 2012.

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

Commissioners,

Mr. Larry Bateman expressed his desire to be re-appointed to the Board of Equalization via email on April 20, 2009. I, Peggy Brown, clerk to the Board of Equalization submitted a resolution to the County Commissioners stating his request. Thank you.



Peggy Brown,
Clerk, Benton County BOE

4-21-09

C

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:
IN THE MATTER OF ALTERNATE DATES FOR BUDGET HEARINGS, 2010
BENTON COUNTY BUDGETS; RESCINDING RESOLUTION 09-116**

WHEREAS, RCW 36.40.071 allows the county commissioners to set alternate dates for budget hearings; and

WHEREAS, the budget year has been corrected; **NOW THEREFORE**,

BE IT RESOLVED that the following dates are hereby adopted for the 2010 budget preparation:

- August 7 Auditor's Office budget call letter to departments for estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures;
- August 28 Departments return final estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures to the Auditor's Office;
- October 2 Auditor's Office submits the preliminary budget to Board of Commissioners;
- October 13 Budget workshop;
- October 20-23 Budget workshops;
- November 8 First publication of notice of county budget hearings for final budgets;
- November 15 Second publication of notice of county budget hearings for final budgets;
- November 23 Public hearing and adoption of final budgets.

BE IT FURTHER RESOLVED that Resolution 09-116 is hereby rescinded.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

cc: All Depts.

Ivey

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE POLICE INFORMATION NETWORK INTERLOCAL COOPERATION AGREEMENT

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Interlocal Cooperation Agreement between Benton and Franklin Counties and the Cities of Connell, Kennewick, Pasco and Richland.

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

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTIES OF BENTON AND FRANKLIN AND
THE CITIES OF CONNELL, KENNEWICK, PASCO AND
RICHLAND
(POLICE INFORMATION NETWORK)**

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the Bi-County Police Information Network ("BI-PIN"); and

WHEREAS, the BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco and Richland, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Systems Division; and

WHEREAS, the original members therefore are agreeable to the addition of the city of Connell to the BI-PIN Interlocal; and

WHEREAS, many objectives set forth in prior versions of the BI-PIN Interlocal have been completed or are no longer necessary; and

WHEREAS, therefore the parties wish to rescind the existing BI-PIN Interlocal and enter into this amended and restated agreement to clearly set forth existing and future obligations and objectives of the parties hereto, and to account for possible new members and the obligations that would apply to new members;

NOW THEREFORE BE IT AGREED, in accordance with the provisions of RCW 39.34.030:

Section 1 – Formation and Purpose of BI-PIN. The Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco and Richland hereby establish the Bi-

County Police Information Network (BI-PIN). In order to assist the participating police and sheriff's departments in the deterrence and solution of criminal incidents and in recognition of the high cost of technology and operation of information systems, the participating members are entering into a joint undertaking for the following purposes:

- Increase access to local incident and want/warrant information.
- Enhance the sharing of information among the criminal justice agencies.
- Improve availability of operational and management information.
- Provide for increased responsiveness to crime analysis and investigative support functions.
- Reduce the need for redundant data entry and duplicate data files.
- Provide for improved protection against loss or destruction of criminal information files.

Section 2 – Organization of BI-PIN. In order to provide for the on-going administration of the BI-PIN the following organizational structure is adopted for the organization.

2.1. Executive Committee. The Executive Committee is composed of the City Managers or a member from the Boards of County Commissioners, as appropriate, from each of the member agencies or their designee, and each shall be a voting member. A liaison from the Bi-County Police Chiefs and Sheriffs and from each dispatch agency: Benton County Emergency Services (BCES) and Franklin County Dispatch shall be ex officio, non-voting members.

A chairman shall be elected by the Executive Committee and will serve one-year terms with no limit as to the number of consecutive terms that may be served. The executive committee will meet at least quarterly or more often as required. This committee will keep minutes of its meetings and copies of these minutes shall go to all members of the committee.

It is the responsibility of the Executive Committee to set policies regarding all aspects of BI-PIN activities, approve contracts which shall be signed by the chairman, approve the proposed annual budget and work program, set the cost recovery for new BI-PIN members, and make final decisions on adoption of software applications and minimum hardware requirements for systems that are owned or operated by BI-PIN or for systems owned by parties to this agreement that interface with BIPIN. Approvals shall require a majority vote of the Executive Committee members present after a quorum is called. All member agencies will cast one vote each. The adoption of the budget and any amendment to the budget or policy issues, will require approval of at least four of the five charter agencies as described in section 5.3 below.

2.2 Technical Committee. The technical committee is composed of the Information Systems manager (or equivalent position) of each of the BI-PIN member agencies. As the Operating Jurisdiction, Kennewick's IS manager will chair the Technical Committee. The Technical Committee will provide recommendations through the operating jurisdiction to the Executive Committee on technical decisions that affect the BI-PIN system. The Technical Committee will meet on an as-needed basis.

2.3 BI-PIN User Committee. The BI-PIN User Committee shall be comprised of representatives of each law enforcement agency from member jurisdictions and a representative from each dispatch center: Benton County Emergency Services (BCES) and Franklin County Dispatch. This committee shall be responsible for recommending software development priorities, actively participating in system selection activities to procure the most appropriate system to meet their respective requirements, and resolve any operational problems to ensure successful joint operation of the system. The BI-PIN analyst shall chair this committee.

Section 3 – Operational Responsibility. The Operating Jurisdiction will be the City of Kennewick, and through its Information Systems Division, it will be responsible for the operation of the BI-PIN system. The manager of the Operating Jurisdiction's Information Systems Division shall have day-to-day supervision and control over operation of the BI-PIN system; subject, however, to the policies set by the Executive Committee and subject to the terms and conditions of this joint agreement.

Section 4 – Ownership of Software Modules. Ownership of all software licenses acquired from Intergraph are distributed between BI-PIN, Benton County Emergency Services (BCES), and Franklin County Dispatch based on the actual licenses purchased. Appendix B lists the original license distribution. As new licenses are acquired they will be distributed as determined by the BI-PIN Executive Committee.

BI-PIN is responsible for maintenance and upgrades for their modules. BI-PIN is not responsible for the maintenance and upgrade of BCES and Franklin County Dispatch owned modules. The costs and maintenance of these licenses are addressed in Section 5.

Section 5 – Participation in BI-PIN. The parties agree that the city of Connell, pursuant to the terms of this agreement, shall become a member agency of BI-PIN. The City of Connell agrees to pay to BI-PIN \$18,009 as membership buy-in payment. In addition to the buy-in payment, Connell may be required to purchase any additional software licenses required due to participation in BIPIN. All hardware and connectivity costs associated with participation in BI-PIN will be born by Connell. The BI-PIN Executive Committee will set minimum requirements for all BI-PIN members for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.

Recognizing that BI-PIN member agencies benefit through the participation of all local jurisdictions, BI-PIN wants to promote and encourage inclusion of all agencies interested in joining BI-PIN. To facilitate this effort, BI-PIN has adopted the following policies regarding joining and membership of additional local agencies in the BI-PIN local governmental agency:

5.1 Membership Buy-In.

- Participation in BI-PIN by new member agencies will require a majority vote by the BI-PIN Executive Committee.
- Buy-in of membership to the BI-PIN interlocal agency will be based on a per-capita fee. The fee will be set at \$2.40 per capita beginning in 2003 and inflated using the Seattle CPI-U factor to increase the per capita fee to reflect the time value of money for any future buy-ins.
- BI-PIN as a whole will maintain sufficient licenses from Intergraph Public Safety (IPS) for the I/LEAD products the agency will use. The final decision on the number of licenses allocated will be determined by BI-PIN. The licenses allocated to each agency will be reevaluated on a yearly basis.
- On-going maintenance fees for the IPS system will be distributed based on licenses allocated to each agency.
- BI-PIN Executive Committee will set minimum requirements for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.
- All hardware and connectivity costs associated with participation in BI-PIN will be born by the appropriate agency.

5.2 Operations cost sharing formula.

The formula for distribution of BI-PIN's on-going operations costs will be distributed in the following method.

- After adoption of the budget, all anticipated outside revenue will be deducted from the budget amount.
- Each member agency will be assessed a \$5,000 base fee. The \$5,000 agency base contributions will be deducted from the remaining budget amount to be distributed.
- The budget will be split 40/60 between law enforcement and jail management.
 - 40% of the law enforcement and jail management budgets to be distributed will be assessed to each agency based on percentage of population.
 - 60% of the law enforcement and jail management budgets to be distributed will be assessed to each agency based on percentage of licenses.

5.3 Voting power of member agencies. All matters to be decided by the Executive Committee shall be determined by simple majority vote of member agencies as outlined in section 2; provided, however, any budget or policy issue shall also require approval of at least four of the five charter agencies. The five charter agencies are Benton County, Franklin County, Kennewick, Pasco and Richland.

Section 6 – BI-PIN Software – A Single Vendor Solution. In an effort to facilitate the effectiveness of public safety services within the BI-PIN member agency jurisdictions, the charter agencies decided in 2003 to move to a single vendor solution for law enforcement records management (RMS), jail management (JMS) and computer-aided dispatch (CAD). The chosen vendor to provide that software solution was Intergraph Public Safety (IPS). A single vendor solution minimizes the need for interfaces that have the potential to be difficult to maintain and facilitates the ease of sharing information electronically between jurisdictions. Therefore, parties agree to the following policy and guidelines:

6.1 Intergraph Public Safety Licenses.

- Licenses for I/CAD, the IPS computer aided dispatch software, are purchased on a “per-seat” basis. Franklin County and BCES will retain ownership of licenses already purchased and any subsequent licenses purchased for their dispatch centers. Each dispatch center, BCES, and Franklin County, owns the software and licenses associated with their respective installation.
- Licenses purchased on a concurrent basis, I/Leads Records Management System (RMS), and Jail Management System (JMS), are the property of BI-PIN as a whole. Licenses are assigned to agencies based on the needs analysis conducted previously by BI-PIN. See Appendix A.

The licenses used by each agency will be evaluated on a yearly basis and each agency’s percentage of use will be adjusted accordingly. In the event additional licenses are required they will be purchased by BI-PIN and the expenditure will be included in the BI-PIN budget to be allocated by the BI-PIN cost distribution formula. If an agency underutilizes their allocated licenses, the additional maintenance of the unused licenses would spread across all of the agencies. Each agency’s percentage of licenses used will be calculated based on the number of licenses used by the agency divided by the total used (i.e. BI-PIN owns 185 but only 150 are used. Agency A uses 42. Agency A’s usage percentage would be $42/150$ or 28%.) The table in Appendix A illustrates a hypothetical distribution of underutilized licenses.

The I/LEADS base product and hardware required in the server room (i.e. servers, racks, BI-PIN routers, etc) are the property of BIPIN as a whole.

6.2 Third Party Software.

- BI-PIN member agencies adopt IPS as their software provider for RMS, JMS and CAD functions.
- Third party software will not be used by member agencies for any function that touches the BI-PIN system and can be provided by IPS products unless the BI-PIN Executive Committee adopts it as a standard. The RMS and JMS functions of the system provided by the IPS I/LEADS product includes the following modules:

6.3 Police Records Management System (RMS).

Calls for service	Vehicles
Incident	Accident
Case Management	Tow Impound
Known Offender	Field Contact
Arrests/Charges	DUI
Citations	Gang Tracking
Pawnshop	Affidavits
Property and Evidence	Concealed Weapon Licenses
Warrants	MugShot
Alarm Permits	Automated Field Reporting (AFR)

6.4 Jail Management System (JMS).

Booking	Scheduled Events
Arrest/Charges	Visitation
Classification	Sentencing
Mugshot Capture	Medical
Property/Personal & Jail Issue	Jail Incidents
Housing	Work Release?
Jail Billing	In-House Commissary/Cash Accounts

- Third party software solutions for a function not available from IPS or that have been recommended by a member agency will be presented to the BI-PIN technical committee for evaluation on an item-by-item basis. The Executive Committee will decide on adoption of third party software as a BI-PIN standard based on the recommendation of the BI-PIN technical committee. The technical committee's recommendation will be based on the benefits of the third party software to the BI-PIN member agencies as a whole.
- All costs for implementation, interfaces, and support associated with the use of third party software not adopted as a BI-PIN standard will be born by the agency implementing the software. This applies to costs and support both during implementation and on going. BI-PIN will not support third party software or related interfaces not adopted as a BI-PIN standard.

Section 7 – Withdrawal (Replacement). Any member agency may withdraw from this agreement and membership in BI-PIN by serving a notice of withdrawal upon all

members of BI-PIN. This notice shall be given at least one year in advance of the date of withdrawal. Membership shall terminate on the last day of the calendar year. Upon withdrawal from membership the member agency shall receive no further distribution of income proceeds. All software must be uninstalled and all licenses collectively owned under this agreement must be returned by the withdrawing agency to the pool described in Section 5 and Section 6 of this agreement. The withdrawing member shall pay their pro-rata share of any outstanding obligations incurred up to the effective date of withdrawal. The withdrawing member(s) shall be provided with all outstanding obligations within 45 days of the effective date of withdrawal. Upon such receipt, the withdrawing member(s) shall pay all outstanding obligations within 45 days of receipt. The outstanding contribution(s) shall include all amounts due to BI-PIN and any cost directly associated with the member's withdrawal.

Section 8 – Termination of Agreement. This agreement may be terminated upon a resolution to terminate this agreement. Such a resolution shall pass upon receipt of at least two-thirds of the all votes cast by members of the Executive Committee. Upon adoption of such a resolution, the effective date of termination shall be determined by a simple majority of all votes cast. However, in no event shall the termination date be more than one hundred and eighty days (180) from the date of the resolution. After the effective date of termination, the activities of BI-PIN shall cease and no further business shall be conducted nor any financial obligations shall be incurred. In the event of termination of this agreement, each member agency shall be responsible for its pro-rata share of any remaining costs or penalties under the formula outlined in section 5.2 of this agreement. In the event of termination, BI-PIN shall immediately provide notice of termination to each known creditor and party in which BI-PIN has a contractual relationship. All parties to this agreement shall be obligated to participate in the winding up of BI-PIN related activities which shall include: collection of any outstanding payables, the payment of any outstanding obligations, satisfaction of any and all contractual obligations, and distribution of assets. To the extent legally permissible, upon written request the Operating Jurisdiction shall provide a copy of any or all data belonging to BI-PIN to the requesting member agency on the most feasible medium in return for the actual cost of such copy. Any remaining assets owned by BI-PIN prior to termination will be distributed back to member agencies based on their pro-rata share in BI-PIN as outlined in section 5 of this agreement. In the event of termination, an existing member or members may negotiate for the acquisition of software, data, and other information specific to that member or member's operating jurisdiction to the extent permitted by the terms of any applicable software licensing agreements. Nothing shall prevent the parties from negotiating the release of software, data, or other information that is specific to one member.

Section 9 – Security of Data. Each member agency shall safeguard, by appropriate means, the confidentiality of the information contained in the BI-PIN system. Additionally, they shall maintain network security that meets industry standards for any network that may interact with the Operational Jurisdiction's network.

Each member agency will protect access with specific sign-on controls and procedures as developed by the BI-PIN Technical Advisory Committee with the approval of the Executive Committee. It will also be the responsibility of the Operating Jurisdiction to maintain the security of the BI-PIN network based on industry standards.

Section 10 – Liability Coverage. The member agencies shall jointly secure a good and sufficient liability insurance policy indemnifying and naming all agencies as additional insureds, covering the agencies for any damage to hardware or software or misuse or loss of information in the system. The Operating Jurisdiction shall assume all risk of injury or damages to hardware or software on its premises caused by its employees or any invitee or person on the premises with the consent of the Operating Jurisdiction and shall hold harmless, indemnify and defend the participating BI-PIN agencies from any loss or claim for damages of any nature whatsoever arising out of the performance of the BI-PIN interlocal agreement. The insurance shall be paid on a pro rata basis based upon the budget allocation formula. Each agency shall waive the right of subrogation against the other party by reason of loss or damage incurred under the casualty losses covered by the insurance. Notwithstanding anything to the contrary within this paragraph, the agencies' collective obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by any individual agency provided that all other agencies' interests and rights will not be reduced or diminished by reason of the use of such blanket policy of insurance.

Section 11 – Term of Agreement. This agreement shall become effective upon the execution of this agreement by all the parties identified above. Once effective, this amended and restated agreement shall run to December 31, 2009 and shall continue thereafter for successive one year periods, unless a member in writing requests a revision of the agreement by giving notice in writing to all other members at least 90 days before the expiration date of the agreement; such requested revision must be approved by the Executive Committee as set forth in Section 5 of this agreement.

Section 12 – Recordkeeping. The Operating Jurisdiction shall be responsible for maintaining accurate records. It shall also maintain accurate records of expenditures made during the year and for what purpose. On an annual basis it shall provide the member agencies an operating and financial report.

Section 13 – Entire Agreement. This Agreement shall govern over the terms and conditions of any prior BI-PIN Interlocal Agreement, as amended, between the parties and such prior agreements are hereby made null and void.

IN WITNESS THEREOF, the parties have set their hands this _____ day of _____, 2009.

CITY OF CONNELL

By _____
Mayor

CITY OF PASCO

By _____
Mayor

COUNTY OF BENTON

By _____
Chairman

CITY OF KENNEWICK

By _____
Mayor

CITY OF RICHLAND

By _____
Mayor

COUNTY OF FRANKLIN

By _____
Chairman

Appendix A

Initial License Distribution (x/185)		
Kennewick	50	26.32%
Pasco	42	22.11%
Richland	33	17.37%
Benton County	40	21.05%
Franklin County	20	10.53%
Connell	5	2.63%
Total	190	100.00%

License Distribution if Underutilized (x/150)		
Kennewick	42	27.10%
Pasco	33	21.29%
Richland	25	16.13%
Benton County	28	18.06%
Franklin County	22	14.19%
Connell	5	3.23%
Pool licenses	35	0.0%
Total	155 + 35	100.00%

Hypothetical Illustration of Percentage of Licenses used in the event of underutilization

**Appendix B
Original License Distribution**

Description of License Ownership					
Item Description By Functional Use	Purpose	# of Licenses Owned			
		Dispatch Centers		BIPIN	
		SECOMM	Franklin County	RMS	JMS
I/CAD Database Server #1 Software	for Benton County				
I/Executive	I/CAD Database Server Software	1.0			
I/CAD Database Server #2 Software	for Benton County				
I/Executive 2	I/CAD Redundant Database Server Software	1.0			
I/CAD Database Server #1 Software	for Franklin County				
I/Executive - Existing at Franklin County System	I/CAD Database Server Software		1.0		
I/CAD Database Server #2 Software	for Franklin County				
I/Executive 2 - Existing at Franklin County System	I/CAD Redundant Database Server Software		1.0		
Interface Products including Implementation & Travel					
I/Informer	Interface to databases (WACIC)	1.0	1.0		
I/Informer	Interface to databases (I/LEADS)	1.0	1.0		
I/MDT - Existing Franklin County System	Mobile Data Terminals interface to I/Mobile		1.0		
I/MDT - for Benton County	Mobile Data Terminals interface to I/Mobile	1.0			
I/TDD - Existing at Franklin County System	Telephone Device for the Deaf interface Module		1.0		
I/Page	Alphanumeric Paging interface Module	1.0	1.0		
I/Page	Interface to Zetron model 25	1.0			
I/FST	Fire Station Turnout interface Module	1.0	1.0		
I/MARS-Server	Management Reporting - Server Module			1.0	1.0
I/QA	Question and Answer Module	1.0			
I/NetViewer (50 concurrent users)	I/CAD Data inquiry	25.0	25.0		
I/NetDispatcher (10 concurrent users)	I/CAD Net Dispatching	5.0	5.0		
Police RMS/JMS Servers Software	Cluster Solution				
I/LEADS - Server	Police RMS - Base Module			0.5	0.5
I/LEADS - Incident Based Reporting for State of Washington	Police RMS Module			1.0	
I/LEADS - Mugshot Capture System - 2 User License	Police RMS Module				2.0
I/LEADS CAD Link	Police RMS Link to CAD			2.0	
I/LEADS Interface to LiveScan	Interface Module				2.0
Dispatch/Calltaker Workstations Software					
I/Dispatcher	IPS CAD Software	13.0			
I/Dispatcher seats at Franklin County	IPS CAD Software		4.0		
I/Calltaker seats at Franklin County	IPS CAD Software		1.0		
Supervisor Workstation Software					
I/MARS - Client	Reporting Client Module			2.0	2.0
MGE - Bundle for Benton County	Mapping Tool (incl Nucleus, Admin & Mapper)	1.0			
Mobile Data Terminals Software					
I/Mobile Concurrent Licenses	MDT Client Module			75.0	
	Police RMS Client Module for Field Reporting			75.0	
I/LEADS - RMS Concurrent Client Licenses for MDTs					
Police RMS/JMS Workstations Software					
I/LEADS - RMS Concurrent Client Licenses for Desktop	Police RMS Client Module			110.0	
I/LEADS - Jail Management System Concurrent Client Licenses	Police JMS Module				30.0
Total		53.0	43.0	266.5	37.5

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE UPDATED BENTON COUNTY PUBLIC WORKS ORGANIZATIONAL CHART

WHEREAS, the Board of Benton County Commissioners has reorganized Public Works under the direction of the County Administrator; and,

WHEREAS, the County Administrator is bringing forth a recommendation for a reorganization of the Public Works Department that will result in cost savings to the County Road Fund; **NOW THEREFORE**,

BE IT RESOLVED, the position of Public Works Manager be placed at a salary grade of 27 and the County Engineer be placed at a grade 25; and,

BE IT FURTHER RESOLVED, that the positions of Financial Administrator, Project Engineer, and Engineering Services Manager all be reclassified to a grade 19 and the elimination of the vacant utility inspector position; and,

BE IT FURTHER RESOLVED, that the organizational chart become effective May 1, 2009.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

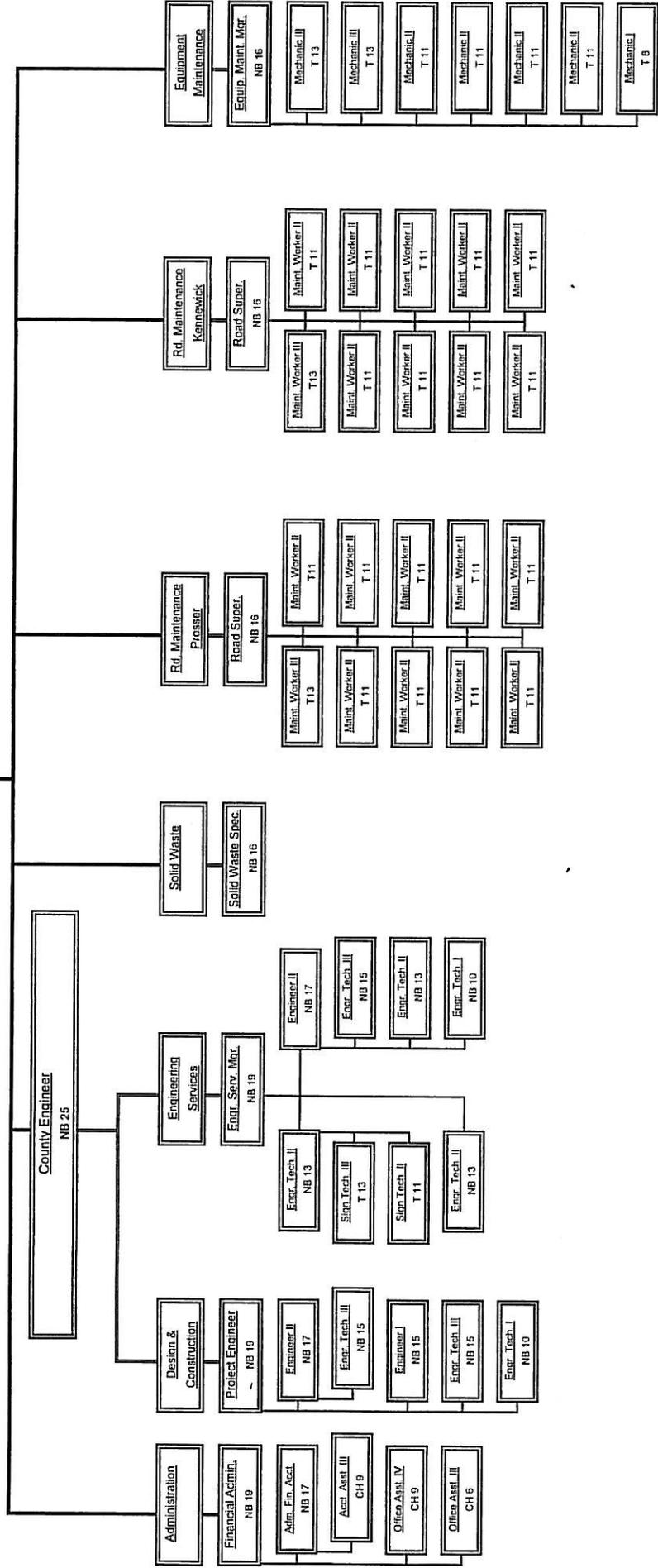
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

Benton County Public Works Organizational Chart

Approved by the B.O.C.C. on 4/27/2009
 Effective on 5/1/2009



f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING SIERRA ELECTRIC INC. THE CONTRACT FOR THE LIGHTING AND WIRING REMODEL TO THE OLD JAIL LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA FOR THE BENTON COUNTY SHERIFF'S OFFICE, JAIL DEPRECIATION FUND, FUND NUMBER 0142-101

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

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

WHEREAS, Benton County Facilities solicited the following companies to provide a quote to (1) replace 64 existing light fixtures with 64 KENALL 4-0/0-2-32-IS-1-277-4B-TN fixtures, which has a night light feature, (2) add a new circuit to existing power to allow operation of night light feature, which may require removal of existing solid wire to pull in new circuitry, and (3) run dedicated circuits for microwaves in PODS A, B, C, F, G, H, and I located at the Benton County Jail Facility, Kennewick, WA; and

- Sierra Electric Inc, Pasco, WA (\$28,465.00 excluding WSST)
- Raines Electric Inc, Kennewick, WA (\$48,625.00 excluding WSST)
- Remcoe Electric Inc, West Richland, WA (\$34,700.00 excluding WSST)

WHEREAS, Sierra Electric Inc. is the lowest bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Sierra Electric Inc, Pasco, WA / Contractors License No. SIERREI021CZ to perform said service for a contract amount of \$28,465.00, excluding WSST; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards the contract to Sierra Electric Inc. for a contract amount of \$28,465.00 excluding WSST; and

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

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: K. Mercer

**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Sierra Electric Incorporated a Washington Corporation with its principal offices at 4120 Swallow Ave., Pasco, WA 99301, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- Exhibit "A" - Contractor's Proposal dated 2/26/2009
- Exhibit "B" - Benton County Request for Proposals
- Exhibit "C" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire upon notice of completion via Resolution. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to furnish and replace the existing corner mount fixtures in the Benton County Jail and run dedicated circuits for microwaves in old jail all in accordance with Exhibit "A" attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Mitch Murphy
Sierra Electric Incorporated
4120 Swallow Ave

Pasco, WA 99301
(509) 542-8682 Phone
(509) 542-8684 Fax

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

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is Twenty Eight Thousand Four Hundred Sixty Five Dollars and Zero Cents (\$28,465.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage or performance bond will be made until such affidavit is provided.

6. INVOICING

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

7. DEFECTS

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

CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated

as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

10. INSURANCE

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

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

insurance policies, except for any required automobile liability policy.

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

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

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

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

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the

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

12. TERMINATION

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

13. COMPLIANCE WITH LAWS

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

Orig.: Sheriff's Office

cc: Facilities; Auditor: R. Ozuna;

7/11

wages for such employees and shall pay them according to said wages.

14. NONDISCRIMINATION

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

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

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

20. LITIGATION HOLD NOTICE

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

21. PUBLIC RECORDS ACT

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

necessary.

22. SURVIVABILITY

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

-This portion intentionally left blank -

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

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

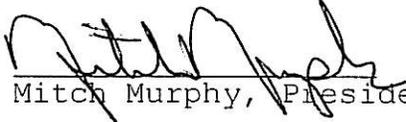
Date: _____

Date: 4-13-09

Benton County

Sierra Electric Incorporated

Max Benitz Jr., Chairman
Benton County Commissioner



Mitch Murphy, President

Approved as to Form



Jonathan Young
Deputy Prosecuting Attorney



April 6, 2009

Benton County Facilities
7122 W. Okanogan Pl
Kennewick, WA 99336

Attention: Steve Franckowiak
Re: Request for Proposal (Lighting Remodel)

Dear Steve:

As per your request, I am providing you with a quote for the above listed project. Our price is per your faxed request dated 3-24-09. Our price includes the fixtures as specified as well as the additional wiring for the night light feature. I have provided the separate quote for the circuits to the microwaves. If you have any questions or need additional information please contact our office at your convenience.

Cell Lighting Changes	1LS	@	\$ 24,865.00
Microwave Circuits	1LS	@	\$ 3,600.00

Sincerely,

Mitch Murphy
President

Cc: file

SIERRA ELECTRIC, INC.

REQUEST FOR PROPOSALS

Lighting Remodel for Benton County Correctional Facility

Benton County Facilities

7122 W. Okanogan Pl

Kennewick, WA 99336

OWNER: Benton County

ISSUED BY: Steve Franckowiak (509) 539-9515 – Cell

SUBMIT TO: Steve Franckowiak
Benton County Facilities
7122 W. Okanogan Pl
Kennewick, WA 99336
Fax: (509) 736-2708

PROPOSALS DUE BY: Monday, March 30, 2009 @ 2:00 PM

PROJECT DESCRIPTION:

Benton County Facilities is soliciting proposals for a lighting remodel within the Benton County Correctional Facility.

A walk through is highly recommended prior to providing a proposal. You may contact Steve Franckowiak (509) 539-9515 to schedule a time for the walk through and for any additional questions or information. The awarded agency will be required to go through a background security check prior to working on site.

The following is a brief description of what Benton County is soliciting a proposal for, but not limited to:

1. Remove 64 existing light fixtures and replace with 64 KENALL 4-0/0-2-32-IS-1-277-4B-TN fixtures. This fixture has a night light feature.
2. Add new circuit to existing power to allow operation of night light feature. May require removal of existing solid wire to pull in new circuitry.

It will be necessary to remove existing cover plates. These are 8" x 8" steel plates that have been apoxyed on as well as nailed by anchors. Any damaged walls or cover plates shall be repaired / replaced at contractors expense.

3. Provide a separate quote to run dedicated circuits for microwaves in PODS A, B, C, F, G, H, and I.

Licenses

All contractors shall have a current contractors license for the sState of wWashington and any special license, if applicable, for work to be performed.

Insurance

Bidder is required to submit proof of insurance showing the following requirements with proposal

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

Workers compensation: contractor shall comply with all wWashington sState 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.

- a. 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.
- b. 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.

Bonds

Upon written notice of award, 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.

Retainage

Retainage will be 5% for work completed and released when the project is complete.

Prevailing wages

Prevailing wages are required for this project. Statement of intent to pay prevailing wages must be submitted directly to county's contract representative. At the completion of the work, contractor shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries. Employers must submit the intent and affidavit forms (approved and certified by the Department) to the agency administering the contract in order to receive payment. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported.

This document and the materials enclosed herewith constitute an invitation to submit proposals only and does not represent an offer by Benton County. Only upon the county's acceptance of such offer by proposal award, shall any contractual commitment be created.

Bidders shall submit proposal, showing its compliance with the county's requirements. Any additional features promoted by the bidder should emphasize the benefits, but also address the impact of such features on the proposal price.

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State sales tax included in the proposal price will not be considered a part of the net proposal amount. However, in accordance with RCW 39.30.040, the county may take into consideration the tax revenues that may result from a sale pursuant to this RFP.

Should any discrepancies or omissions be found in the proposal, or questions as to their meaning, bidder should at once notify Steve Franckowiak at (509) 539-9515 or by e-mail at Steve.Franckowiak@co.benton.wa.us. Written notice of changes or clarification to this RFP will be sent to all bidders when required. The county shall not be held responsible for verbal interpretations.

Authorized Signature and Title for Contractor



Sierra Electric, Inc.
P.O. Box 2345
Pasco, WA 99302-2345

April 14, 2009

Keith Mercer
Benton County Sheriff's Office
7122 W. Okanogan Pl.
Bldg A
Kennewick, WA 99336

Dear Keith:

I am writing a letter to let you know that we would like the County to retain 50% of the contract amount from the billings that we submit for payment.

If you have any questions, please feel free to contact me at 509-542-8682.

Sincerely,

Shannon Walker
Office Manager
Sierra Electric, Inc.
509-542-8682

SIERRA ELECTRIC, INC.

4120 SWALLOW AVE. • P.O. BOX 2345 • PASCO, WA 99302 • PHONE (509) 542-8682 • FAX (509) 542-8684 • WA Lic. # SIERREI021CZ

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE THIRD SERVICE AGREEMENT AMENDMENT BETWEEN BENTON COUNTY AND CASCADE FIRE PROTECTION CO FOR TESTING AND INSPECTION OF FIRE PROTECTION EQUIPMENT FOR BENTON COUNTY FACILITIES

WHEREAS, per resolution 07-149 dated June 25, 2007 the Board of Benton County Commissioners entered into a service agreement with Cascade Fire Protection Co, Kennewick, WA – Contractors Lic. No. CASCAFP203MW in the amount \$1,975.00 excluding W.S.S.T for the testing and inspection of fire protection equipment for the Benton County Justice Center and the Benton County Courthouse with a termination date of June 30, 2008, with the option to extend an additional two (2) years if agreed upon by both parties; and

WHEREAS, per resolution 07-691 dated September 24, 2007 the Board approved the first amendment to said service agreement to incorporate additional language at the end of paragraph “a” under section 9 titled “Hold Harmless and Indemnification” of the original agreement; and

WHEREAS, per resolution 08-513 dated May 27, 2008 the Board approved the second amendment to said service agreement to add the Benton County Health District Building and increase the contract to an amount not to exceed \$2,560.00 excluding W.S.S.T., with a termination date of June 30, 2009; and

WHEREAS, the Facilities Manager is pleased with the services performed by Cascade Fire Protection Co and recommends utilizing their services again for the 2009 calendar year and extending the current contract to expire on December 31, 2009; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby agrees with the recommendation and approves the third service agreement amendment with said contractor for a contract amount not to exceed \$2,560.00, with a termination date of December 31, 2009; and

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

Dated this day of, 20....

Chairman of the Board

Chairman Pro-Tem

Attest:.....
Clerk of the Board

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

APR 01 2009

THIRD SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this _____ day of March 2009 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **CASCADE FIRE PROTECTION**, 5104 W Brinkley Road, Kennewick, WA 99338 a firm licensed to do business in the State of Washington, hereinafter called "CONTRACTOR".

The parties entered into a Service Agreement dated June 25, 2007 (the "AGREEMENT") to provide services for the fire sprinkler inspection and testing at Benton County Facilities.

The parties executed the First Amendment on September 24, 2007 per Resolution 07-691 amending the original AGREEMENT by adding additional language under section 9 titled "Hold Harmless and Indemnification".

The parties executed the Second Amendment on May 27, 2008 per Resolution 08-513 to add the Benton County Health District Building to the current contract and increasing the contract amount not to exceed \$2,560.00.

The parties agree that all provisions of their amended AGREEMENT remain in effect except for the following amendments:

1. **CONTRACT DOCUMENTS** the existing paragraph shall be amended by adding the following Exhibit:

Exhibit "E" – Contractor's Proposal dated November 17, 2008 – Price rates for 2009

2. **DURATION OF CONTRACT** the existing paragraph in this section is replaced in its entirety with the following:

The term of this Agreement Amendment shall begin upon execution by both parties and shall expire on December 31, 2009. 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 existing paragraph in this section is replaced in its entirety with the following:

The COUNTY requires and the CONTRACTOR agrees to perform testing and inspection of fire protection equipment in accordance with the proposals provided in Exhibit "A", Exhibit "B", Exhibit "D" and Exhibit "E".

APR 01 2009

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

BENTON COUNTY

CASCADE FIRE PROTECTION, INC.

Max E. Benitz, Jr., Chairman

Kevin O'Brien, Inspection Manager

Date: _____

Date: 4-10-09

Approved as to Form:

Deputy Prosecuting Attorney

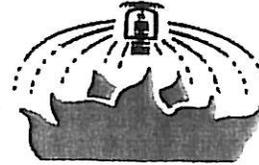
Date: 4-10-09

Exhibit "A"

APR 01 2009

CASCADE FIRE PROTECTION CO.

5104 West Brinkley Road • Kennewick, WA 99338 • 509/783-9773
www.cascadefireprotection.com • FAX 509/783-4403



Level III License No.
CA-SC-AF-P203MW

**FIRE SPRINKLER
INSPECTION AND TESTING CONTRACT**

Benton County facilities 2007

SUBSCRIBER: Benton County Justice Center
7122 W. Okanogan Place
Kennewick, WA 99336

DATE: 6/14/07
ATTN: Steve F.- Facilities.

CASCADE FIRE PROTECTION CO. agrees to perform testing and inspection as required at this location: **Benton County Courthouse, South Building.**

On a/an **Annual** basis for the sum of **\$750.00**, to be paid by the subscriber, within 30 days after completion.

Systems to be tested / inspected:

- (5) Fire Sprinkler Systems test of (3) wet systems, (2)supv. air lock dry systems
- (1) Backflow assembly on fire main.

All work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice. Contract will remain in effect without change for a period of **1 YEAR/S** at which time the contract will be reviewed.

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agrees to pay the amount mentioned in this contract.

ACCEPTED BY: _____ TITLE: _____

DATE: _____

SUBMITTED BY: *Kevin O'Brien*
Kevin O'Brien / Inspections Manager

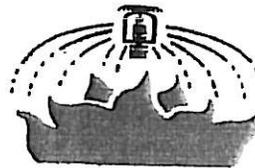
MAXIMUM FIRE PROTECTION THRU DESIGNED FIRE SPRINKLER SYSTEMS

Exhibit "B"

APR 01 2009

CASCADE FIRE PROTECTION CO.

5104 West Brinkley Road • Kennewick, WA 99338 • 509/783-9773
www.cascadefireprotection.com • FAX 509/783-4403



Level III License No.
CA-SC-AF-P203MW

FIRE SPRINKLER INSPECTION AND TESTING CONTRACT 2007

SUBSCRIBER: *Benton County Facilities*
Benton County Justice Center
7122 W. Okanogan Place
Kennewick, WA 99336

DATE: 6/14/07
ATTN: Steve F.- Facilities.

CASCADE FIRE PROTECTION CO. agrees to perform testing and inspection as required at this location: **New Benton County Justice-Corrections Center – N. Building.**

On a/an **Annual** basis for the sum of **\$1,225.00**, to be paid by the subscriber, within 30 days after completion.

Systems to be tested / inspected:

- (16) Fire Sprinkler Systems test of (9) wet systems, (3) dry systems, and (4) pre-action systems.
- (1) Backflow assembly on fire main.

All work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice. Contract will remain in effect without change for a period of **1 YEAR/S** at which time the contract will be reviewed.

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agrees to pay the amount mentioned in this contract.

ACCEPTED BY: _____ TITLE: _____

DATE: _____

SUBMITTED BY: *Kevin O'Brien*
Kevin O'Brien / Inspections Manager

MAXIMUM FIRE PROTECTION THRU DESIGNED FIRE SPRINKLER SYSTEMS

Exhibit "D"

CASCADE FIRE PROTECTION CO.
5104 W. BRINKLEY ROAD
KENNEWICK, WA 99338
(509)-783-9773
FAX - (509)-783-4403

RECEIVED
MAY 06 2008
BENTON COUNTY
COMMISSIONERS

ANNUAL FIRE SPRINKLER TEST
INSPECTION AND TESTING CONTRACT
FOR 2008

APR 01 2009

SUBSCRIBER: **Benton County Facilities
7122 W. Okanogan Place
Kennewick, WA 99336**

DATE: **April 28, 2008**
ATTN: **Steve Franckowiak,
Facility Supervisor**

CASCADE FIRE PROTECTION CO. agrees to perform Fire Sprinkler testing and inspection as required per NFPA #25 at location: **Benton Franklin Health District, 7102 W. Okanogan Place, Kennewick, Washington.**

On a/an Annual basis for the sum of **\$385.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **(2) 4" Wet Pipe Valve Systems, (1) 2 1/2" Preaction deluge system.**

All work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice.

Contract will remain in effect without change for a period of **1 year** at which time the contract will be reviewed.

ACCEPTANCE

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agree to pay the amount mentioned in this contract according to the terms of this contract.

ACCEPTED BY: _____ TITLE: _____

DATE: _____

SUBMITTED BY: 
Kevin O'Brien, Sr. Fire Systems Inspector

Exhibit E

CASCADE FIRE PROTECTION CO.

6104 W Brinkley Rd.
Kennewick, WA 98338
Ph: 509-783-9773
Fax: 509-783-4403

LEVEL III LICENSE NO. CA-SC-AF-P203MW
www.cascadefireprotection.com

APR 01 2009

FACSIMILE TRANSMISSION

To: Lisa Small From: Kevin O'Brien - INSPECTIONS MGR

Company: Benton County Fax #: (509) 786-5601
Prosser Office Facilities

Pages To Be Sent: 1 Date: 11-17-08

Message: Hi Lisa - Here is our proposals (prices)
for 2009 Inspections At The Following County
Facilities (Sprinklers)

IT IS HEREBY NOTED THAT
Cascade Fire Protection Shall Conduct
Annual Fire Systems Inspections As Agreed-
For (New) Benton County Health Bldg \$ 395.00
Benton County Courthouse \$ 750.00
Benton County Justice & Jail Bldg \$ 1,225.00

- As Stated on contracts drafted up for 2008/09 Year
and prices shall NOT change until 2010
inspection year where contracts shall be
renewed at that time.

Thank you!

Sincerely yours,

Kevin O'Brien
INSPECTIONS DEPT

MAXIMUM FIRE PROTECTION THRU ENGINEERED FIRE SPRINKLER SYSTEMS!

RESOLUTION

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

**IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE CONSTRUCTION AND
INSTALLATION OF A NEW PUMP STATION LOCATED AT THE BENTON COUNTY
FAIRGROUNDS**

WHEREAS, Benton County entered into a contract on November 3, 2008 with Irrigation Specialist, Inc., Pasco, WA – Contractor’s License No. IRRIGS1981LP for the construction and installation of a new pump station located at the Benton County Fairgrounds, per Resolution 08-888; and

WHEREAS, the Facilities Manager determined the project reached completion as of week ending April 24, 2009; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the construction and installation of the pump station project complete.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #0763-20235-03 with the Division of Alcohol and Substance Abuse	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services has an agreement with the Division of Alcohol and Substance Abuse (DASA) to provide treatment services to clients. DASA is decreasing the total amount by \$25,754.00. This decrease includes services to several treatment programs such as: Adult Treatment Expansion funding, State Grant-in-Aid, State Innovative Criminal Justice Treatment Account (CJTA), and Temporary Assistance for Needy Families (TANF) Outstationed Staff services.

SUMMARY

Award: Decrease \$25,754.00 for a maximum consideration of \$4,62,617.00.

Period: February 1, 2009 through June 30, 2009.

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Amendment is provided by the Division of Alcohol and Substance Abuse and the US Department of Justice. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #0763-20235-03 with the Division of Alcohol and Substance Abuse and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution # _____

Franklin County Resolution # _____

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

IN THE MATTER OF EXECUTION OF AN AMENDMENT TO DECREASE THE TOTAL AMOUNT IN THE AGREEMENT FOR PROVIDING SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DIVISION OF ALCOHOL AND SUBSTANCE ABUSE AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AGREEMENT #0763-20235-03

WHEREAS, the Division of Alcohol and Substance Abuse would like to amend the original agreement with the Department of Human Services to decrease contract amounts for State-In-Aid, CJTA, SAPT, Treatment Expansion and TANF funding; and

WHEREAS, the amendment decreases the contract by \$25,754.00 to a maximum consideration of \$4,662,617.00 and

WHEREAS, the amendment is effective February 1, 2009 through June 30, 2009, NOW THEREFORE,

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

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

Dated this . . . day of, 2009.

Dated this . . . day of, 2009.

Chair

Chair

Chair Pro-tem

Chair Pro-tem

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

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

Attest _____
Clerk of the Board

Attest _____
Clerk of the Board

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

COF J

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #BENFR-MHBG-08/09-01 with Greater Columbia Behavioral Health Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Amendment	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

It is the purpose of this Amendment is to amend the contract's Special Terms and Conditions, Section 8, MHBG Service Table, by changing funding amounts for Criteria and Goals, as described in the attached table. The Mental Health Block Grant (MHBG) allocates funds for prepaid inpatient health plan mental health services in Benton and Franklin Counties for enrollees for whom services are medically necessary and clinically appropriate.

SUMMARY

Award: \$139,101 total
Period: March 5, 2009 through September 30, 2009
Funding Source: Greater Columbia Behavioral Health

RECOMMENDATION

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

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #BEN/FR-MHBG-08/09-01 with Greater Columbia Behavioral Health to implement the federal Mental Health Block Grant funding, and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AMENDMENT
BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND GREATER COLUMBIA BEHAVIORAL HEALTH FOR
MENTAL HEALTH BLOCK GRANT FUNDING TO PROVIDE SERVICES TO
PROMOTE RECOVERY FOR SERIOUSLY MENTALLY ILL ADULTS AND
RESIDENCY FOR SERIOUSLY EMOTIONALLY DISTURBED CHILDREN, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of these mentally ill persons, that the proposed Contract Amendment #BENFR-MHBG-08/09-01 be approved as presented for a term commencing March 5, 2009 and terminating September 30, 2009, **NOW, THEREFORE, BE IT RESOLVED**, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Amendment #BENFR-MHBG-08/09-01.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton Co. Commissioners

Chair, Franklin Co. Commissioners

Chair Pro Tem

Chair Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Benton County
Franklin County
Human Services

Carey

K

AGENDA ITEM: Consent	<u>TYPE OF ACTION NEEDED</u>	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 04-27-09 F/C 05-04-09	Executive Contract XX	PUBLIC HEARING
SUBJECT: Independent Clinic Facilitator - Ernie Chapin - Increase in Services	Pass Ordinance	1 st DISCUSSION
Prepared By: Sharon Paradis	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

Ernie Chapin, a well-known community leader and educator in the Tri-Cities area, has worked with At Risk Youth and conducted numerous behavioral modification clinics, workshops and classes for various school districts including for the Benton-Franklin Counties Juvenile Justice Center. He has conducted workshops, clinics and classes for various Juvenile Court programs. An approved Governor's Juvenile Justice Advisory Committee (GJJAC) Grant has expanded our current funding, which will allow Mr. Chapin to increase the number Truancy programs he provides through June 30, 2009.

SUMMARY

Mr. Chapin will increase the number of workshops for Truancy program.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

FISCAL IMPACT

The additional compensation for these services is included in grant funding that the Board of Commissioners has approved from and the Governor's Juvenile Justice Advisory Committee (GJJAC).

MOTION

I move that the Board of Commissioners sign the Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and Ernie Chapin.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND ERNIE CHAPIN, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Contract Amendment between Ernie Chapin and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term terminating on June 30, 2009, **NOW, THEREFORE**

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

DATED this 27th day of April 2009

DATED this 4th day of May 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES
 Hon. Craig J. Matheson
 Hon. Vic L. VanderSchoor
 Hon. Robert G. Swisher
 Hon. Carrie Runge
 Hon. Cameron Mitchell
 Hon. Bruce A. Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
 Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
 PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
 JOSEPH R. SCHNEIDER
 JERRI G. POTTS
 Court Commissioners

CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336, and Ernie Chapin, with his principal office at 175 Paradise Drive Burbank, Washington, 99323 ("Contractor").

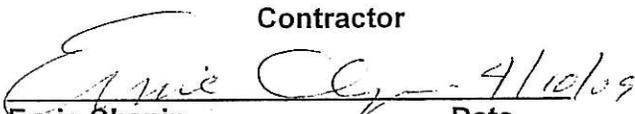
In consideration of the mutual benefits and covenants contained herein and in the parties' Contract numbered as Benton County Resolution No. 08-642 and executed on July 7, 2008, and Franklin County Resolution No. 2008 273 and executed on June 30, 2008 ("Contract"), the parties agree to amend Sections 4.A. and 4.B. of the Contract ("Compensation") to read as follows:

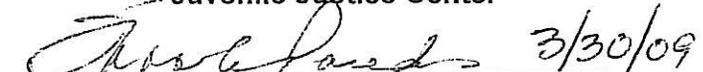
- A. At the rate of \$50.00 per hour for each class, clinic and/or workshop, not to exceed three (3) hours in duration for each class, clinic or workshop, unless as otherwise authorized in writing by the Intervention Services Manager.
- B. The total amount payable by the Counties to the Contractor under this Contract shall not exceed Eleven Thousand Dollars (\$11,000.00).

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written amendments thereto remain in full force and effect.

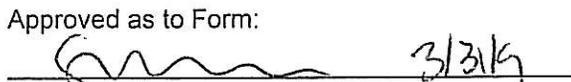
This Contract Amendment shall be effective upon execution by the parties.

**Benton Franklin Counties
 Juvenile Justice Center**

Contractor

 Ernie Chapin Date 4/10/09


 Sharon A. Paradis Date 3/30/09

BENTON COUNTY APPROVAL

Approved as to Form:

 Sarah Villanueva, Deputy Prosecuting Attorney Date 3/31/09

FRANKLIN COUNTY APPROVAL

Approved as to Form:
 Agreed Review Performed by Benton County
 Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
 Name: Max E. Benitz, Jr.
 Title: Chairman, Board of Commissioners
 Date: _____

By: _____
 Name: Rick Miller
 Title: Chairman, Board of Commissioners
 Date: _____

Attest:
 Clerk of the Board: _____

Attest:
 Clerk of the Board: _____

RESOLUTION

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

IN THE MATTER OF TERMINATING ALL CURRENT DISTRICT COURT INDIGENT DEFENSE CONTRACTS IN ORDER TO AMEND THEIR CONTENTS

WHEREAS, presently, Benton County has 14 outstanding contracts with private attorneys to provide indigent defense services in District Court;

WHEREAS, it is necessary to amend various aspects of the contracts including responsibility for receiving appeals cases and enforcement of case reporting provisions;

WHEREAS, the most expedient and effective means of amending the contracts is to first terminate all present contracts with a contractually mandated effective date of 90 days from the date of receipt of notice of termination, then execute new contracts with the private attorneys incorporating the needed changes into the contracts;

NOW THEREFORE,

BE IT RESOLVED, that the Chairman is authorized to sign the annexed letters addressed to each of the following attorneys who currently hold District Court indigent defense contracts with Benton County, terminating those contracts effective 90 days from delivery of the notice to the attorneys:

Brian Anderson
Peyman Younesi
Dawn Hickman
Dan Kathren
Elisa Riley
Stacey McKinley

Joshua Lilly
Jason Celski
Mary Poland
Scott Naccarato
Andrea Salinas
Raymond Hui

BE IT FURTHER RESOLVED that the Benton County Indigent Defense Coordinator is directed to prepare new contracts for each of these attorneys (one each) incorporating the necessary changes and provide such contracts to the private attorneys herein named, for anticipated execution 45 days prior to the effective date of the termination notice.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Brian Anderson
Attorney at Law
7103 W Clearwater, Ste D
Kennewick, WA 99336

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Anderson,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from ½ to ⅓. This is consistent with contract case credit in other parts of the state;¹
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

¹ Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Jason Celski
Attorney at Law
5219 W Clearwater Ave., Ste 16
Kennewick, WA 99336

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Celski,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from $\frac{1}{2}$ to $\frac{1}{3}$. This is consistent with contract case credit in other parts of the state;²
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

² Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will be not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Dawn Hickman
Attorney at Law
324 W Kennewick Ave.
Kennewick, WA 99336

RE: Both District Court indigent defense contracts between Benton County and
Dawn Hickman, DBA Hickman & Poland, LLC
Expiring on December 31, 2010

Dear Ms. Hickman,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contracts. As provided in article 17(c) of the contracts, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

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³ Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will be not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Raymond Hui
Attorney at Law
710 1/2 The Parkway
Richland, WA 99352

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Hui,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

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3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

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4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Daniel Kathren
Attorney at Law
8797 W Gage Blvd., Ste C-3
Kennewick, WA 99336

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Kathren,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

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3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

⁵ Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will be not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Joshua Lilly
Attorney at Law
1333 Columbia Park Trail, Ste 220
Richland, WA 99352

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Lilly,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

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3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

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Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Anastasia McKinley
Attorney at Law
PO Box 202
Richland, WA 99352

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Ms. McKinley,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

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3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

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Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Scott Naccarato
Attorney at Law
7502 W Deschutes Place
Kennewick, WA 99336

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Naccarato,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from $\frac{1}{2}$ to $\frac{1}{3}$. This is consistent with contract case credit in other parts of the state;⁸
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

⁸ Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will be not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

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Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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4

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Mary Poland
Attorney at Law
423 W Kennewick Ave.
Kennewick, WA 99336

RE: Both District Court indigent defense contracts between Benton County and Mary Poland
Expiring on December 31, 2010

Dear Ms. Poland,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contracts. As provided in article 17(c) of the contracts, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from $\frac{1}{2}$ to $\frac{1}{3}$. This is consistent with contract case credit in other parts of the state;⁹
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

⁹ Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

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Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Elisa Riley
Attorney at Law
1112 Meade Ave
Prosser, WA 99350

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Ms. Riley,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from $\frac{1}{2}$ to $\frac{1}{3}$. This is consistent with contract case credit in other parts of the state;¹⁰
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

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We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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4

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Andrea Salinas
Attorney at Law
8797 W Gage Blvd., Ste 205A
Kennewick, WA 99336

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Salinas,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from $\frac{1}{2}$ to $\frac{1}{3}$. This is consistent with contract case credit in other parts of the state;¹¹
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

¹¹ Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will be not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

April 27, 2009

Peyman Younesi
Attorney at Law
1030 N Center Parkway
Kennewick, WA 99336

RE: District Court indigent defense contract between you and Benton County
Expiring on December 31, 2010

Dear Mr. Younesi,

This correspondence serves as advance notice of Benton County's intent to terminate the above referenced contract. As provided in article 17(c) of the contract, the effective date of this termination will be 90 calendar days from the date on which this notice is served on you.

It is not Benton County's intent to discontinue contracting with you for legal services. However, as has been previously communicated to you, certain terms of the current contract need to be changed. Accordingly, a new contract will be offered to you for review and execution within the next two weeks. This contract will be identical to your present contract with the following exceptions:

1. It will contain a provision compensating you at the rate of \$400 per case for RALJ appeals you handle;
2. The case credit for compliance cases will be reduced from $\frac{1}{2}$ to $\frac{1}{3}$. This is consistent with contract case credit in other parts of the state;¹²
3. A new provision will be added making the payment of monthly compensation contingent on complying with case appointment reporting requirements. While this is nothing new (case appointment reporting has always been required) such a provision mirrors that which is in place in Juvenile Court, and protects Benton County from an adverse audit finding by the State such as was issued in 2008;

¹² Despite this assignment of case credit, it is anticipated that compliance case assignments outside of the *compliance team* will be the exception and will not occur very often. Most compliance cases will be handled by the *compliance team* that will have no contractual cap on their compliance assignments.

4. Provisions for the creation of a compliance team will be added. This team, which will consist of three attorneys, will have as their exclusive responsibilities, the handling of all in-custody initial appearances as well as all out of custody compliance cases;

Upon delivery of the draft contract, a comment period will run for 30 days after which contracts must be executed and returned to Benton County no later than 45 days after the date of this notice. If the new contract is not executed according to the schedule above, then upon the expiration of 60 days from the date of this notice, Benton County will take the necessary steps to procure another contract attorney to take your place.

We look forward to continuing to do business with you and appreciate your cooperation in this matter.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max Benitz, Jr., Chairman

AGENDA SUMMARY SHEET

m

MEETING DATE: April 27, 2009

AGENDA ITEM: Claim CC09-03

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:

Request that Resolution be signed.

SUMMARY:

See above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIMS CC09-03:

WHEREAS, the Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed claim CC09-03; 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 CC09-03.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY TRAVEL - EXPENSE REIMBURSEMENT

Name: Walt Davis FUND: 0000-101-116 Month: January to April 2009

Address: IRS PUB 1542
Under WWW.IRS.GOV/ Search for 1542

Note: A receipt for the following must be attached to your form: Transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department managers

Date	MEALS				Totals	LODGING Receipts Required				Registration Fee	Purpose	Location
	Breakfast	Lunch	Dinner	Lodging		Airfare Taxi Transport	Rental Car/ Parking Fees	Travel Mileage				
1/26/09			X		17.00				X		Board of Adjustment Review	
4/14/09			X		17.00				X		Board of Adjustment Review	
4/14/09			X		17.00						Planning Commission Review	
3/10/09			X		17.00						Hennepin Commission Review	
TOTALS					68.00							

CERTIFICATION

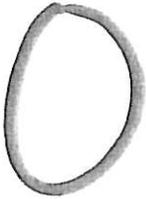
I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: Walt Davis
 Job Title: Commissioner

Approval: _____
 Date: _____

Budget Coding		
Dept	Base Sub	Object
116	558.600	4301
		68.00

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: HORSE HEAVEN VISTA IMPROVEMENTS - CE 1849 REIMB

WHEREAS, by resolution dated March 2, 2009, the County Engineer was authorized to schedule a bid call for Horse Heaven Vista Improvements - CE 1849 REIMB ; and

WHEREAS, bids were received on April 20, 2009, as shown on the attached bid tabulation; and

WHEREAS, the lowest bid was received from A & B Asphalt, Inc., Benton City, Washington; and

WHEREAS, the County Engineer hereby recommends that the contract be awarded to A & B Asphalt, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for Horse Heaven Vista Improvements - CE 1849 REIMB be awarded to A & B Asphalt, Inc., Benton City, Washington, in the amount of \$254,487.15.

Dated this 27th day of April, 2009.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

RBD:LJM:dlh

P

Return to: Benton County Commissioners
P.O. Box 190
Prosser, WA 99350-0954

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS IMPROVEMENT DISTRICT (C.R.I.D.) #15,
COTTONWOOD DRIVE, PROPERTY SEGREGATION

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-100-0026-000, defined as: The Northwest $\frac{1}{4}$ of the East 879.85 feet of the North 1,006.06 feet of the South 3018.18 feet of the East $\frac{1}{2}$ of Section 10, Township 8 North, Range 28 East, W.M.

Containing 5.08 acres more or less

had an original assessment of \$4,713.82 and now has an outstanding assessment of \$4,006.75 and has been subdivided into two parcels identified as Assessor's Parcel Numbers 1-1088-101-3178-001 and 1-1088-101-3178-002, NOW, THEREFORE

BE IT RESOLVED that the final assessment roll be amended and that each parcel and assessment is defined as follows:

Old Number	New Number	New Assessment
1-1088-100-0026-000	1-1088-101-3178-001	\$2,003.37
	1-1088-101-3178-002	\$2,003.38

Dated this 27th day of April 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 04-27-09 Subject: Law Enforcement Contract Prepared By: J. Thompson Reviewed By:	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

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

SUMMARY

Attached is the Law Enforcement Contract Number W912EF-09-Q0067 with the U. S. Army Corps of Engineers and the Benton County Sheriff's Office. The term of this agreement is from May 1, 2009 through September 30, 2009.

RECOMMENDATION

Request that the Board of Benton County Commissioners authorize the Chairman of the Board to sign the attached Contract.

FISCAL IMPACT

Estimated revenue of \$39,456.84 for 2009 to the Canine Boat Fund Number 0127-101

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE CANINE/BOAT PATROL FUND NUMBER 0127-101 RE:
AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN LAW ENFORCEMENT
CONTRACT BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND THE
BENTON COUNTY SHERIFF'S OFFICE.**

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

WHEREAS, the U. S Army Corps of Engineers has agreed to contract with the Benton County Sheriff's Office for law enforcement from May 1, 2009 through September 30, 2009; and

WHEREAS, The U. S. Army Corps of Engineers has agreed to pay for law enforcement services not to exceed \$39,456.84; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners approve and hereby authorize the Chairman of the Board to sign the contract between Benton County and the U. S. Army Corps of Engineers Contract' Number W912EF-09-Q0067 to allow the Benton County Sheriff's Office to furnish law enforcement from May 1, 2009 through September 30, 2009 for the Ice Harbor - McNary Project.

Dated this 27 day of April, 2009.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____

J.Thompson

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
W68SBV90715287

PAGE 1 OF 29

2. CONTRACT NO. **W912EF-09-P-0121** 3. AWARD/EFFECTIVE DATE **15-Apr-2009** 4. ORDER NUMBER 5. SOLICITATION NUMBER **W912EF-09-Q-0067** 6. SOLICITATION ISSUE DATE **30-Mar-2009**

7. FOR SOLICITATION INFORMATION CALL: a. NAME **PATTI C RECORD** b. TELEPHONE NUMBER (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME **04:00 PM 17 Apr 2009**

9. ISSUED BY **USAED, WALLA WALLA CONTRACTING DIVISION
PATTI C. RECORD
201 NORTH 3RD AVE
WALLA WALLA WA 99362-1876** CODE **W912EF**
TEL: 509-527-7224
FAX: 509-527-7802

10. THIS ACQUISITION IS
 UNRESTRICTED
SET ASIDE: % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS
Net 30 Days

15. DELIVER TO **ICE HARBOR PROJECT - G4R0Q10
LANELL ADAMS
2763 MONUMENT DRIVE
BURBANK WA 99323** CODE **950502**

16. ADMINISTERED BY
SEE ITEM 9 CODE

17a. CONTRACTOR/OFFEROR **BENTON, COUNTY OF
SHERIFF OFFICE, LARRY TAYLOR
620 MARKET ST
PROSSER WA 99350-1610** CODE **371G3**
TEL. 509-735-6555 X3273 FACILITY CODE **371G3**

18a. PAYMENT WILL BE MADE BY **USAED, MILLINGTON FINANCE CENTER
ARMY CORPS OF ENGINEERS CIVIL WORKS
BUILDING 787, ATTN: CEFC-AO-P
5720 INTEGRITY DRIVE
MILLINGTON TN 38054-5005** CODE **964145**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE	;			

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$39,456.84

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Clarence A Miller
31c. DATE SIGNED
16-Apr-2009

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
CLARENCE A MILLER / Added by SUMI
TEL: 509-527-7215 EMAIL: clarence.a.miller@usace.army.mil

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT (<i>Location</i>)	
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

**Benton County Law Enforcement Contract
Bid Sheet**

Contract Period May 1, 2009 through September 30, 2009

(1) Road Patrol	86.5 hours X <u>\$52.91</u> per hour (salary + vehicle O&M)	=	<u>\$4,576.72</u>
(2) Boat Patrol	370.0 hours X <u>\$93.82</u> per hour (salaries + vessel O&M)	=	<u>\$34,713.40</u>
(3) Orientation Meeting	4 hours X <u>\$41.68</u> per hour (salary)	=	<u>\$ 166.72</u>
TOTAL			<u>\$ 39,456.84</u>

**2009 STATEMENT OF WORK FOR LAW ENFORCEMENT SERVICES
McNARY DAM AND RESERVOIR, BENTON COUNTY, WASHINGTON**

“Nothing in this agreement is intended nor should it be construed to guide or direct a law enforcement officer in the performance of their official duties. Any change to the terms, conditions and/or pricing shall be approved in writing by the contracting officer. Changes not approved by the contracting officer shall not be enforceable on the government.”

1. SCOPE OF WORK

The County Sheriff (SHERIFF) shall provide increased law enforcement services at the Corps of Engineers (CORPS) managed lands and parks described below in addition to the normal level of service. The CORPS has proprietary jurisdiction within Federal regulations over all project lands and waters, and the SHERIFF has jurisdiction and responsibility to enforce all state and local laws as may exist. Concurrent patrol and enforcement service by both the CORPS and the SHERIFF is an optimal approach to assuring a safe and healthful environment for public use of project lands and waters. The increased law enforcement services to be provided by the SHERIFF shall be in accordance with this statement of work.

The SHERIFF shall provide all personnel, vehicles, vessels, materials, and supplies and other items and services as necessary to provide the law enforcement services as defined in this Performance Work Statement (PWS). This contract is a firm fixed price commercial sole source requirement, performance based contract, where desired outcomes are defined and inspected while SHERIFF methods are generally not constrained or directed.

2. DESCRIPTION OF WORK AREA

The work area covered by this task order includes CORPS administered lands and waters within Benton County. The principal areas covered by this contract are the following recreation and visitor access sites at McNary Dam and Reservoir, and the reservoir proper:

a. Road Patrol - McNary Project areas within Benton County. These include:

(1). Areas administered by the Ice Harbor-Lower Monumental Project Office, including the Finley area. The Finley area includes Toothaker HMU and the shoreline areas accessible from the termini of Cochran, Lechelt, and Straightbank Roads.

(2). Areas administered by the McNary Project Office, including the McNary Dam site and downstream to the I-82 bridge. These include the Washington boat ramp (including parking area), North Shore Road (to the end of the native-surface road portion upstream of McNary Dam), Cottonwood Cove, and all CORPS property outside the perimeter security fence between the dam and the I-82 bridge. Note: The public should not engage in recreational activities inside the McNary Dam security perimeter.

b. Boat Patrol

(1) Areas administered by the Ice Harbor-Lower Monumental Project Office, Lake Wallula on the Columbia River from Hover Park to the end of the lake (Columbia River Mile 350).

(2) Areas administered by the McNary Project Office, Lake Wallula on the Columbia River from McNary Dam upstream to Hover Park. Lake Umatilla on the Columbia River from McNary Dam, including McNary navigation lock, Cottonwood Cove, and downstream to the I-82 bridge.

3. **PERIOD OF SERVICE**

This contract shall begin May 1, 2009 through September 30, 2009. These dates designate the work performance period. The schedules will reflect the actual work dates.

4. **LEVEL OF SERVICES**

The SHERIFF currently provides basic levels of patrol service, which vary from year to year depending on circumstances, on the reservoir and surrounding lands as part of their existing law enforcement duties. This contract provides for increased patrols during periods of peak visitation. All patrols shall be strategically planned to enhance visitor safety on the reservoir, to promote water safety, and to ensure compliance with boating laws.

5. **PERFORMANCE WORK STATEMENT**

The SHERIFF shall provide law enforcement boat and road patrols in the work area as described below:

A. General

All officers providing law enforcement services (whether reserve or regular) shall be certified by the State of Washington and have full law enforcement authority and appropriate boating safety training. The primary emphasis of these patrols shall be to facilitate accident prevention, provide visitor security, promote safety, and provide emergency services to ensure safe and healthful public use of project lands and waters. Foot patrols are included as part of the services described above and may be conducted by either the boat patrol or road patrol deputies.

B. Boat Patrol

(1). Boat patrols shall be conducted per the schedule adopted by both parties upon award of this contract. These hours are in addition to the normal level of service. There shall be boat patrols on weekends, holidays and periods of peak reservoir use. Additional days may be scheduled on weekends or weekdays as deemed necessary by the SHERIFF or the CORPS based

on the need for patrol coverage and available resources. Emphasis shall be placed on afternoon and evening patrols during peak visitation periods.

(2). The boat patrol shall consist of a properly marked and equipped vessel, including a first aid kit, with two officers aboard. Personal watercraft patrols shall consist of two personal watercraft and two officers.

(3). Should inclement weather, mechanical breakdown, or other conditions beyond the control of the SHERIFF arise so as to reduce the patrol on a particular day, the lost time may be made up on another day when additional patrolling is considered necessary.

(4). All boat patrol personnel are required to wear U.S. Coast Guard approved personal flotation devices at all times while operating the patrol boat as a part of this contract. The intent of this provision is to meet CORPS safety regulations for boat operation and to set an example for a higher emphasis on boating safety.

(5). Benton County shall coordinate all boat patrols with Franklin County and Walla Walla County to ensure maximum coverage of all water surfaces described in Paragraph 2 and to reduce to a minimum the overlapping of patrols. On special occasions, such as speedboat racing or Water Follies, it may be desirable to have two or three counties patrolling the same general area.

(6). The greatest percentage of time shall be spent in the areas of high boating usage.

(7). Any patrol conducted by personal watercraft may be used to count toward general boat patrol requirements.

C. Road Patrol

(1). Road patrols shall be conducted per the schedule adopted by both parties upon award of this contract. There shall be road patrols each day of weekends, during holidays, and periods of peak reservoir use. Additional days may be scheduled on weekends or weekdays as deemed necessary by the SHERIFF or the CORPS based on the need for patrol coverage and available resources. Emphasis shall be placed on afternoon and evening patrols during peak visitation periods.

(2). Road Patrols will consist of one properly equipped vehicle and at least one uniformed officer. Should an emergency situation or other conditions beyond the control of the SHERIFF reduce the patrol on a particular day, lost time may be made up on another day when additional patrolling is considered necessary by the CORPS, up to the allotted number of hours for that month in accordance with the approved schedule.

6. SCHEDULE GUIDELINES

A. Road Patrol

(1) McNary Project-Finley Area. Road patrols shall be conducted from May 9, 2009 through September 7, 2009 between the hours of 10:00 a.m. and 11:00 p.m. as follows:

<u>Day</u>	<u>Daily Patrol Hours</u>	<u>Number of Days</u>	<u>Total Hours</u>
Saturday	0.5	18	9
Sunday	0.5	18	9
Holiday (May 25, July 3, Sept. 7)	0.5	3	1.5
SUB-TOTAL 1		39	19.5 hrs

(2) McNary Project-McNary Dam Site. Road patrols shall be conducted from May 16, 2009 through September 30, 2009 between the hours of 12:00 noon and 2:00 a.m. as follows:

<u>Day</u>	<u>Daily Patrol Hours</u>	<u>Number of Days</u>	<u>Total Hours</u>
Friday	1.0	18	18
Saturday	1.0	20	20
Sunday	1.0	20	20
Holiday (May 25, July 3, Sept. 7)	3.0	3	9
SUB-TOTAL 2		61	67 hrs

(3) Sixty percent (60%) of the patrols shall be conducted between 12 noon and 6 p.m. and forty percent (40%) of the patrols shall be conducted between 6 p.m. and 2 a.m. These patrols shall be conducted throughout the time periods previously stated so as to appear randomly scheduled to project visitors.

(4) Patrols shall also enforce motorized vehicle restrictions off authorized roadways on all McNary Project lands.

(5) Total Road Patrol Hours

SUBTOTAL 1	=	19.5 hours
<u>SUBTOTAL 2</u>	=	<u>67.0 hours</u>
TOTAL ROAD PATROL	=	86.5 hours

B. Boat Patrol

(1) Lake Wallula from McNary Dam upstream, to the end of the lake (Columbia River Mile 350). Boat patrol shall be conducted from May 16, 2009 through September 7, 2009 between the hours of 10:00 a.m. and 10:00 p.m. as follows:

<u>Day</u>	<u>Daily Patrol Hours</u>	<u>Number of Days</u>	<u>Total Hours</u>
Saturday	8	17	136

Sunday	8	17	136
Holiday (May 25, July 3, Sept. 7)	8	3	24
SUBTOTAL 1		37 days	296 hours

(2) Lake Umatilla from McNary Dam to the I-82 bridge. Boat patrol shall be conducted from May 16, 2009 through September 7, 2009 between the hours of 10:00 a.m. and 10:00 p.m. as follows:

Day	Daily Patrol Hours	Number of Days	Total Hours
Saturday	2	17	34
Sunday	2	17	34
Holiday (May 25, July 3, Sept. 7)	2	3	6
SUBTOTAL 2		37 days	74 hours

(3) Total Boat Patrol Hours

SUBTOTAL 1	=	296 hours
SUBTOTAL 2	=	74 hours
TOTAL BOAT PATROL	=	370 hours

7. Response, Communications, and Reports

- a. The SHERIFF shall continue to provide response to emergency situations outside of this contract.
- b. The SHERIFF or his/her designee will attend an orientation meeting conducted by the CORPS at a time and location to be mutually arranged. A maximum of four (4) man-hours shall be allowed under this contract for the orientation meeting.
- c. Reportable Incidents: The CORPS shall provide a list of notification personnel to the SHERIFF for the reporting of serious incidents. Incidents relating to fatalities or where there is a strong assumption of a fatality shall be reported via telephone to one of the contacts within four (4) hours or sooner, if possible, of the notification of incident. Follow up reports for cancellation or confirmation of the incident, if necessary, shall also be made by telephone within four (4) hours or sooner of determination. Written reports concerning these and other incidents requiring written documentation by SHERIFF personnel shall be reported to the CORPS within 24 hours of completion of the report via electronic mail, fax, or hard copy. Case reports of a sensitive nature may be held by the SHERIFF until the case is closed or at such time as deemed appropriate by the SHERIFF. CORPS personnel shall likewise provide information on suspicious activities or incidents which may be of interest to the SHERIFF to their office as soon as possible, but not later than 12 hours after discovery, via telephone, electronic mail, fax, or hard copy.

d. Patrol Hours: Patrol hours shall be performed in accordance with the mutually agreed upon schedule. Hours worked in excess of the schedule will not be accepted by the CORPS for payment unless approval has been granted in advance by the CORPS.

8. DAILY LAW ENFORCEMENT LOG

The SHERIFF shall record law enforcement activities performed under this contract on an acceptable log sheet provided by the SHERIFF. Logs and incident reports relating to activities and events occurring on CORPS managed property shall be made available to the CORPS with or prior to providing the monthly invoice, and in accordance with applicable privacy statutes.

9. SUBMITTALS

Prior to the April 1, 2009 start of work, and within the first five days of each subsequent calendar month during the contract period, the SHERIFF or his/her designee may attend a contract meeting with the CORPS and submit the following items:

- a. Projected schedule of monthly patrol hours for the upcoming month
- b. Completed invoice for previous month's services (except for March meeting)
- c. A summary of activities for the previous month that includes the following information:
 - i. Number of boat inspections performed.
 - ii. Number of warning citations issued.
 - iii. Number of citations issued.
 - iv. Number of arrests made.
 - v. Number of public assists performed.

10. SHERIFF FURNISHED PROPERTY & SUPPLIES

- a. The SHERIFF will provide all boats, vehicles, and equipment needed to fulfill the terms of this contract.
- b. The SHERIFF will provide monthly summary sheets with an invoice for reimbursement payment in accordance with paragraph 11 of this document, and provide daily logs.

11. GOVERNMENT FURNISHED PROPERTY AND SUPPLIES

The CORPS shall supply any necessary keys for gate closures and openings. The CORPS shall furnish access keys to the SHERIFF who shall maintain a key register to keep track of CORPS keys. All occurrences of lost keys shall be reported to the appropriate CORPS within 24 hours

of loss. For each occurrence of a key being lost or stolen, the SHERIFF must reimburse the GOVERNMENT for actual costs of a new key and replacement of all locks affected by the lost key. **Government Issued Keys shall not be duplicated.**

12. CORPS AND SHERIFF REPRESENTATIVE AND POINTS OF CONTACT

- a. Lanell Adams, Natural Resource Manager, Ice Harbor Natural Resources Office, 1215 E. Ainsworth, Pasco, WA 99301, telephone (509) 543-6060, FAX (509) 543-6076, is hereby designated as the CORPS Point of Contact (POC) for all matters covered by this contract.
- b. Upon award of this contract, the SHERIFF shall designate a Point of Contact and submit that information in writing to the CORPS.
- c. The CORPS or the SHERIFF may change representatives or points of contact by providing notice thereof to the other party with the effective date of such change.
- d. Additional points of contact to expedite decisions may be made by separate designation by the CORPS or the SHERIFF. The following points of contact are designated for the CORPS:

Mr. David McDermott, Natural Resource Manager, McNary Project Office, P. O. Box 1230, Umatilla, OR 97882, telephone (541) 922-2259, FAX (541) 922-2221, is designated the point of contact for all matters covered by this contract involving McNary Dam site areas and areas south of the section line between Sections 17 and 20 of T-7-N, R-31-E (approximately Columbia River Mile 316, across from Wallula town site).

Mr. Mark McKechnie, Natural Resource Specialist, Ice Harbor Natural Resources Office (address and FAX number same as for Lanell Adams above), telephone (509) 543-6067, is designated the point of contact for all matters covered by this contract north of the section line between Sections 17 and 20 of T-7-N, R-31-E.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$39,456.84	\$39,456.84
	NR (HLD) BENTON COUNTY SHERIFF LECA --- PROJECT NO.: 155183				

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2009 TO 30-SEP-2009	N/A	ICE HARBOR PROJECT - G4R0Q10 LANELL ADAMS 2763 MONUMENT DRIVE BURBANK WA 99323 509-543-6060 FOB: Destination	960502

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082434 2520KHC96B010920 NA 96454
AMOUNT: \$39,456.84
CIN W68SBV907152870001: \$39,456.84

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2008)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-

acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate 1 (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (5) [Removed].
- (6)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (7)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (9)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- (16) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- (17) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

 (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

 (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

 X (25)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

 (ii) Alternate I (AUG 2007) of 52.222-50.

 (26)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

 (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

 (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

 (28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

 (ii) Alternate I (DEC 2007) of 52.223-16.

 (29) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

 (30)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

 (ii) Alternate I (JAN 2004) of 52.225-3.

 (iii) Alternate II (JAN 2004) of 52.225-3.

 (31) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (35) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (36) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (37) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (38) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (39) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (41)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1)(i) through (xi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(viii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ___ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(7) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(9) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(10) ___ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(11) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(12) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(13)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
 - (14) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
 - (15) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
 - (16) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - (17) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - (18) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
 - (19) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (20) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0
 - (21)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
 - (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
 - (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
 - (22) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (End of clause)

WAGE RATES

WD 05-2569 (Rev.-8) was first posted on www.wdol.gov on 10/28/2008

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U. S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Shirley F. Ebbesen Director	Division of Wage Determinations	Wage Determination No.: 2005-2569 Revision No.: 8 Date Of Revision: 10/17/2008
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States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.94
01012 - Accounting Clerk II	14.53
01013 - Accounting Clerk III	16.65
01020 - Administrative Assistant	22.41
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	13.08
01052 - Data Entry Operator II	14.24
01060 - Dispatcher, Motor Vehicle	17.11
01070 - Document Preparation Clerk	12.94
01090 - Duplicating Machine Operator	12.94
01111 - General Clerk I	12.16
01112 - General Clerk II	13.26
01113 - General Clerk III	14.89
01120 - Housing Referral Assistant	19.50
01141 - Messenger Courier	10.59
01191 - Order Clerk I	12.21
01192 - Order Clerk II	13.32
01261 - Personnel Assistant (Employment) I	16.33
01262 - Personnel Assistant (Employment) II	18.27
01263 - Personnel Assistant (Employment) III	20.37
01270 - Production Control Clerk	23.67
01280 - Receptionist	12.73
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.50
01311 - Secretary I	15.49
01312 - Secretary II	17.33
01313 - Secretary III	19.50
01320 - Service Order Dispatcher	17.18
01410 - Supply Technician	22.41
01420 - Survey Worker	16.71
01531 - Travel Clerk I	13.20
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.22
01611 - Word Processor I	13.63
01612 - Word Processor II	15.30
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82

05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.40
07260 - Waiter/Waitress	11.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	12.30
09080 - Furniture Refinisher	18.67
09090 - Furniture Refinisher Helper	14.70
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.39
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11122 - Housekeeping Aide	11.08
11150 - Janitor	13.65
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.55
11260 - Pruner	11.97
11270 - Tractor Operator	14.51
11330 - Trail Maintenance Worker	12.13
11360 - Window Cleaner	15.23
12000 - Health Occupations	
12010 - Ambulance Driver	16.20
12011 - Breath Alcohol Technician	16.20
12012 - Certified Occupational Therapist Assistant	22.22
12015 - Certified Physical Therapist Assistant	22.22
12020 - Dental Assistant	16.53
12025 - Dental Hygienist	39.03
12030 - EKG Technician	24.54
12035 - Electroneurodiagnostic Technologist	24.54
12040 - Emergency Medical Technician	15.50
12071 - Licensed Practical Nurse I	14.48
12072 - Licensed Practical Nurse II	16.20
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	13.25
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.72
12190 - Medical Record Technician	15.35
12195 - Medical Transcriptionist	15.52
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	9.55
12222 - Nursing Assistant II	10.74
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	13.16
12235 - Optical Dispenser	17.02
12236 - Optical Technician	14.79
12250 - Pharmacy Technician	15.57
12280 - Phlebotomist	13.16
12305 - Radiologic Technologist	24.15
12311 - Registered Nurse I	27.47
12312 - Registered Nurse II	33.60
12313 - Registered Nurse II, Specialist	33.60
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III, Anesthetist	40.65
12316 - Registered Nurse IV	48.73
12317 - Scheduler (Drug and Alcohol Testing)	20.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.97
13012 - Exhibits Specialist II	23.59
13013 - Exhibits Specialist III'	28.75
13041 - Illustrator I	18.97
13042 - Illustrator II	23.59

13043 - Illustrator III	28.75
13047 - Librarian	26.03
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	23.59
13058 - Library Technician	18.10
13061 - Media Specialist I	16.20
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.21
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	16.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.07
14042 - Computer Operator II	17.98
14043 - Computer Operator III	20.58
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	25.52
14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	25.32
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.07
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.77
15020 - Aircrew Training Devices Instructor (Rated)	33.60
15030 - Air Crew Training Devices Instructor (Pilot)	40.28
15050 - Computer Based Training Specialist / Instructor	27.77
15060 - Educational Technologist	30.72
15070 - Flight Instructor (Pilot)	40.28
15080 - Graphic Artist	19.54
15090 - Technical Instructor	25.85
15095 - Technical Instructor/Course Developer	28.07
15110 - Test Proctor	18.54
15120 - Tutor	18.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	12.25
16070 - Finisher, Flatwork, Machine	9.71
16090 - Presser, Hand	9.71
16110 - Presser, Machine, Drycleaning	9.71
16130 - Presser, Machine, Shirts	9.71
16160 - Presser, Machine, Wearing Apparel, Laundry	9.71
16190 - Sewing Machine Operator	13.11
16220 - Tailor	13.96
16250 - Washer, Machine	10.55
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.59
21030 - Material Coordinator	24.39
21040 - Material Expediter	24.39
21050 - Material Handling Laborer	12.90
21071 - Order Filler	12.83
21080 - Production Line Worker (Food Processing)	12.59
21110 - Shipping Packer	12.73
21130 - Shipping/Receiving Clerk	12.73
21140 - Store Worker I	10.45
21150 - Stock Clerk	14.89
21210 - Tools And Parts Attendant	12.59
21410 - Warehouse Specialist	12.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.34
23021 - Aircraft Mechanic I	23.12
23022 - Aircraft Mechanic II	24.49
23023 - Aircraft Mechanic III	25.80

23040 - Aircraft Mechanic Helper	17.34
23050 - Aircraft, Painter	21.81
23060 - Aircraft Servicer	19.68
23080 - Aircraft Worker	20.86
23110 - Appliance Mechanic	21.30
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	30.13
23130 - Carpenter, Maintenance	20.81
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	27.72
23181 - Electronics Technician Maintenance I	21.67
23182 - Electronics Technician Maintenance II	23.21
23183 - Electronics Technician Maintenance III	24.75
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	17.39
23380 - Ground Support Equipment Mechanic	23.12
23381 - Ground Support Equipment Servicer	19.68
23382 - Ground Support Equipment Worker	20.86
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.61
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
20.64	
23430 - Heavy Equipment Mechanic	22.29
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	25.43
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	11.16
23510 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	21.72
23580 - Maintenance Trades Helper	14.00
23591 - Metrology Technician I	25.43
23592 - Metrology Technician II	26.77
23593 - Metrology Technician III	28.20
23640 - Millwright	24.83
23710 - Office Appliance Repairer	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	27.83
23810 - Plumber, Maintenance	26.45
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	24.48
23910 - Small Engine Mechanic	17.81
23931 - Telecommunications Mechanic I	24.95
23932 - Telecommunications Mechanic II	26.26
23950 - Telephone Lineman	21.76
23960 - Welder, Combination, Maintenance	19.23
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24610 - Chore Aide	10.51
24620 - Family Readiness And Support Services Coordinator	11.28
24630 - Homemaker	13.13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.83
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	24.83
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.13
27007 - Baggage Inspector	15.95
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24

27030 - Detection Dog Handler	20.01
27040 - Detention Officer	23.96
27070 - Firefighter	23.00
27101 - Guard I	15.95
27102 - Guard II	20.01
27131 - Police Officer I	27.47
27132 - Police Officer II	30.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.22
28042 - Carnival Equipment Repairer	15.19
28043 - Carnival Equipment Worker	10.65
28210 - Gate Attendant/Gate Tender	12.74
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.32
28515 - Recreation Specialist	17.52
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	20.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.98
29020 - Hatch Tender	22.98
29030 - Line Handler	22.98
29041 - Stevedore I	21.34
29042 - Stevedore II	24.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	16.13
30022 - Archeological Technician II	17.66
30023 - Archeological Technician III	21.88
30030 - Cartographic Technician	23.16
30040 - Civil Engineering Technician	22.53
30061 - Drafter/CAD Operator I	14.59
30062 - Drafter/CAD Operator II	16.75
30063 - Drafter/CAD Operator III	18.68
30064 - Drafter/CAD Operator IV	22.40
30081 - Engineering Technician I	14.86
30082 - Engineering Technician II	16.68
30083 - Engineering Technician III	18.66
30084 - Engineering Technician IV	23.12
30085 - Engineering Technician V	28.28
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	20.31
30210 - Laboratory Technician	21.73
30240 - Mathematical Technician	20.22
30361 - Paralegal/Legal Assistant I	16.69
30362 - Paralegal/Legal Assistant II	19.89
30363 - Paralegal/Legal Assistant III	22.99
30364 - Paralegal/Legal Assistant IV	27.82
30390 - Photo-Optics Technician	20.22
30461 - Technical Writer I	18.56
30462 - Technical Writer II	22.70
30463 - Technical Writer III	27.47
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	18.68
30621 - Weather Observer, Senior (2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.28
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	12.49
31362 - Truckdriver, Medium	14.03
31363 - Truckdriver, Heavy	18.29
31364 - Truckdriver, Tractor-Traijler	18.29
99000 - Miscellaneous Occupations	
99030 - Cashier	10.24

99050 - Desk Clerk	9.13
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	21.58
99410 - Pest Controller	19.35
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	16.38
99730 - Refuse Collector	11.97
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	11.93
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews, the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

9:05 RECEIVED
MAR 17 2009
BENTON COUNTY
COMMISSIONERS

From: Marilu Flores
To: Hewitt, Eileen
Subject: Re: Request to be on Commissioner's Schedule

Hi Eileen:

Items below before the board have been scheduled at 9:05 am EXCEPT for the March 23rd item which is scheduled at 11:00 am. I have given each item 10 minutes before the board.

Please let Marianne know the times and have her be here at her scheduled times (last time she was a bit late) as I'd hate for her to lose her spot.....Marilu

>>> Eileen Hewitt 3/16/2009 4:41 PM >>>
Marilu,

Marianne Ophardt requested that I ask you to schedule some of our WSU Extension Area Educators for regular Monday Commissioner meetings.

No documents will be presented at these meetings. The intent is just an informal appearance so the Benton County Commissioners can get to know our WSU Extension Area Educators.

Please add to the schedule the following people on the dates indicated:

- ✓ March 23rd - Natalie Kinion, WSU Benton - Franklin Extension - 4-H Youth Development
- ✓ April 27th - Gwen-Alyn Hoheisel, WSU Benton-Franklin Extension - Commercial Fruit
- ✓ May 11th - Jean Smith, WSU Benton-Franklin Extension - Animal Sciences
- ✓ June 1st - Tim Waters, WSU Benton-Franklin Extension - Commercial Vegetables
- ✓ June 22nd - Lauri Sherfey, Director, WSU Franklin County Extension
- ✓ July 13th - Lizann Powers-Hammond, WSU Benton-Franklin County Extension - Food Science & Human Nutrition

Thanks,
Eileen Hewitt

Eileen Hewitt
eileen.hewitt@co.benton.wa.us

WSU Benton County Extension - Kennewick
5600-E West Canal Drive
Kennewick, WA 99336
(509) 735-3551

WSU Extension programs and employment are available to all without discriminaion.
Evidence of non-compliance may be reported through your local extension office.

9:15

BENTON COUNTY Public Works Department

2010-2015 Road Program



Approved by

Board of County Commissioners
April 27, 2009

Max E. Benitz, Jr., Chairman
Leo M. Bowman, Pro Tem
James R. Beaver, Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

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

WHEREAS, a public hearing on said six-year plan/road program was held on April 27, 2009; and

WHEREAS, in accordance with the RCW's, the priority array and bridge report that were prepared by the Acting County Engineer and staff were considered as a part of the six-year plan; NOW THEREFORE,

BE IT RESOLVED that the Six-Year Road Program for the period of 2010 through 2015 is hereby approved.

Dated this 27th day of April, 2009.

Max E. Benitz, Jr., Chairman of the Board.

Leo M. Bowman, Chairman Pro-Tem.

James R. Beaver, Member.

Attest: _____
Clerk of the Board

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

RBD:slc

Introduction

The Benton County Six-Year Road Program is a planning tool to identify the expenditure of operational and capital funds for improvement to County roadways. Even though this is not a budget document, budgets are prepared using the information contained in this planning document. A new Six-Year Program is prepared in the spring of each year with adoption by the Board of County Commissioners anticipated prior to June 1. In the fall of each year the Board of County Commissioners will adopt a One-Year Road Program identifying the next year's road projects to be designed and constructed. After the One-Year Road program is approved the Board of County Commissioners approves the Public Works budget that is authorization for all Public Works fund expenditures.

This document is intended to provide the following information:

Financial

The Financial Projection report shows proposed revenues and expenditures for the six-year planning period. Many of the projects listed in the Six-Year Road Program are grant dependent. If grants for each project are not received the project will be delayed until funding becomes available. Remember that this is a planning document and not a budgeting document. Once funds become available projects will be prioritized by the Board of County Commissioners and then included in the One-Year Road Program and Public Works budget.

Six-Year Road Program

Each project has a brief explanation of the needed improvements, sources of funding, project cost, phasing and schedule. As needs change throughout the roadway network system and as funds become available priorities will also change. Projects listed are in relative priority based upon community needs regardless of funding. The Board establishes priorities at the time of document approval however; community involvement, available funding and safety requirements will always modify project priorities.

Road Data

Following the Six-Year Road Program is supplemental road data. The supplemental data contains information about various roadway programs and plans in the Six-Year Program. The following categories are listed in the Road Data section of this document:

- Discussions concerning potential new roads
- A list of roads benefiting from the Rural Arterial Program
- Roads paved through the County Arterial Preservation Program
- Certain paved roads that are not constructed to current standards
- Gravel roads scheduled to be paved
- Railroad crossings where new signal improvements would be beneficial
- A list of bridges in Benton County
- An inspection report for Benton County bridges
- An inventory of all roads
- A glossary of terms

The inventory for our roadway network as of March 16, 2009 is as follows:

<u>Roadway Surface</u>	<u>Urban</u>	<u>Rural</u>
Bituminous Surface Treatment	107.1	439.3
Asphalt Concrete Pavement	9.7	44.3
Portland Cement Concrete Pavement	0.2	0.2
Gravel	0.9	248.5
Graded & Drained	0	5.3
Unimproved	0	5.4
Total Miles	117.9	742.9

Federal Functional Classifications

	<u>Miles</u>
Urban	
16 Minor Arterial	7.1
17 Collector	28.8
19 Local Access	<u>82.0</u>
Total Urban Mileage	117.9
Rural	
07 Major Collector	105.7
08 Minor Collector	207.7
09 Local Access	<u>429.5</u>
Total Rural Mileage	742.9
Total Mileage County Wide	860.8

Bridges

	<u>Quantity</u>
Twenty feet in length or longer	54
Greater than 6 feet but less than 20 feet in length	25

**BENTON COUNTY SIX-YEAR ROAD PROGRAM
FINANCIAL PROJECTION 2010-2015**

<u>Item</u>	<u>-REVENUES-</u>	<u>Revenue</u>
Carryover (January 1, 2010)		\$1,000,000
Property Taxes (Prior to Diversion)		31,231,097
Motor Vehicle Fuel Tax:		
Road Fund #0101-101		20,462,189
Paths & Trails Reserve Fund #0114-101		102,825
CRID's		1,500,000
State Grants:		
UAP (formerly AIP; UATA)	\$0	
UCP-TIB (formerly TPP; TIA)	1,667,000	
SCAP-TIB	0	
CAPP	2,415,811	
RAP	5,041,000	
FMSIB (FMAC)	0	9,123,811
Federal Grants:		
REV (Rural Economic Vitality)	0	
EDA (Economic Development Admin; Dept of Commerce)	0	
STP/R: Rural	3,500,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	0	
STP/XP: Railroad	60,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	3,560,000
Public Works Trust Fund Loan		0
Other Funds		450,000
Operating Transfer-In		0
Interest on Road Fund		90,000
TOTAL ANTICIPATED REVENUES		\$67,519,922

<u>Item</u>	<u>-EXPENSES-</u>	<u>Expenditures</u>
Traffic Policing (Diverted Property Taxes)		\$2,695,196
Preservation (less CAPP)		5,093,086
Maintenance		24,999,901
Administration		6,500,602
Operations		2,964,819
Construction:		
Road Fund #0101-101		13,352,000
Paths & Trails Reserve Fund #0114-101		60,000
Capital Projects Fund #0305-101		0
CRID's		1,500,000
State Grants:		
UAP (formerly AIP; UATA)	\$0	
UCP-TIB (formerly TPP; TIA)	1,667,000	
SCAP-TIB	0	
CAPP	2,415,811	
RAP	7,909,000	
FMSIB (FMAC)	0	11,991,811
Federal Grants:		
REV (Rural Economic Vitality)	0	
EDA (Economic Development Admin; Dept of Commerce)	0	
STP/R: Rural	3,692,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	0	
STP/XP: Railroad	60,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	3,752,000
Public Works Trust Fund Loan P & I Repayment		1,246,000
Other Funds		450,000
Unknown Funding Sources		57,700,000
TOTAL ANTICIPATED EXPENDITURES		\$132,305,415
Under - (Over) - Expended		(\$64,785,493)

2010 - 2015 ROAD PROGRAM

PRIORITY	PROJECT	LENGTH (mi)	GOST EST	COUNTY CONTRIBUTIONS		STATE			FEDERAL			UNKNOWN FUNDING SOURCE			CONSTRUCTION		
				ROAD FUND P & MVFT	AMT	TIB UCP	CRAB RAP	BFCOG ST/PR	WSDOT ST/XP	TIB UCP	CRAB RAP	BFCOG ST/PR	WSDOT ST/XP	2010	2011	2012	2013 to 2015
	POTENTIAL NEW ROADS																
1	PIERT RD: SR 397 to Bowles	1.8	4,000	500	342	170	POK - 172/Private	1,667					1,491				
2	WEBBER CANYON RD: BNSF Grade Separation	0.0	2,400	100						2,300					2,400		
3	WEBBER CANYON RD: Kiona to I-82 and Kiona Roads	0.3	1,500	300						1,200					1,500		
4	CRD No. 77: ANTINORI RD: Sunset to Col Solare Winery	0.9	1,500				1,500 Bond										1,500
5	I-82 RED MOUNTAIN INTERCHANGE	1.5	24,700	900	0	1,042		1,667	0	3,500	0	24,700	26,191	3,900	0	0	30,200
	RURAL ARTERIAL PROGRAM																
6	HANKS RD: Crosby to Allier	3.0	3,500	3,000					500					500	3,000		
7	CLODFELTER RD: Bentley to C. Williams	2.8	2,155	880					1,275					2,155			
8	LOCUST GROVE RD: Clodfelter to Edwards	1.5	1,345	485					850					1,345			
9	NINE CANYON RD: CR 397 to Mills	3.3	3,045	304					2,741					3,045			
10	NINE CANYON RD: Mills to Beck	2.6	2,825	283					2,543							2,825	
11	NINE CANYON RD: Beck to Coffin	3.0	3,200									3,200					3,200
12	KNOX RD: District Line to Troutlicka	2.3	2,500									2,500					2,500
13	KNOX RD: Troutlicka to OIEH	2.1	2,283									2,283					2,283
14	MEALS RD: Beginning of Pavement to Ayens	2.5	2,718									2,718					2,718
15	FINLEY RD: CR 397 to End of Pavement	2.5	2,718									2,718					2,718
16	CASE RD: OIEH to Hanks	2.3	2,500						7,909	0	0	15,978	4,000	6,045	2,825	15,978	
	PAVED ROAD UPGRADES																
17	TRAVIS RD: Sellards to Henson	3.2	1,500	1,500										1,500			
18	SELLARDS RD: SR 221 to Travis	7.0	4,650	4,650													4,650
19	BERT JAMES RD: Sellards to SR 221	4.0	4,150									4,150					4,150
20	COUNTY WELL RD: SR 221 to Travis	7.0	5,600									5,600					5,600
21	OIEH: Chandler to Knox	1.5	1,600									1,600					1,600
22	CHRISTY RD: BNSF RR Xing to Plymouth	3.5	3,150									3,150					3,150
23	OLYMPIA STREET: Kennawick City Limits to CR-397	0.5	310	118						192				310			
	BRIDGE, CULVERT, ENHANCEMENT & SAFETY PROJECTS																
24	BERNATH RD: BNSF RR Xing Approach	0.1	180	180										180			
25	THOMAS RD: BID Bridge Replacement (332)(0-0.755)	0.4	250	250										250			
26	JOHNSON RD/GRIFFIN RD: Intersection Improvements	0.5	1,000									1,000					1,000
	ANNUAL PROGRAMS & EMERGENT PROJECTS																
27	PAVED ROAD UPGRADE PROJECTS		60	60										60			60
28	GRAVEL ROAD PAVING PROJECTS		60	60										60			60
29	PATHS & TRAILS		60	60										60			60
30	RAILROAD CROSSINGS		60	60										60			60
31	EMERGENT PROJECTS		600	600										600			600
32	SAFETY PROJECTS		60	60										60			60
33	PLAT ROADS		120	120										120			120
34	CR 397 (I-82 to SR 397 Interchange) PMWIF Loan Repayment		1,245	1,245			108 Developer Reimb							1,245			1,245
	TOTALS		87,836	14,898	60	1,950	0	1,667	7,909	3,692	80	57,700	6,769	8,174	7,855	62,839	

(All \$'s x 1000)

9:35

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT FOR THE BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS TEAM

WHEREAS, the Benton County Sheriff's Office, the municipalities of Kennewick, Richland and Prosser have been participants in a similar team for several years pursuant to several interlocal agreements; and

WHEREAS, the municipality of Pasco now wish to become a member and fully participate in the Benton County / Tri-Cities Regional Special Weapons and Tactics Team; and

WHEREAS, the Benton County Sheriff's Office, the municipalities of Kennewick, Pasco, Richland and Prosser have agreed to continue a jointly maintained and operated Special Weapons and Tactics Team to effectively respond to serious criminal occurrences; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners approve and hereby authorize the Chairman of the Board to sign the attached interlocal agreement with the municipalities of Kennewick, Pasco, Prosser and Richland to continue a jointly maintained and operated Benton County/Tri-Cities Regional Special Weapons and Tactics Team.

Dated this 27 day of April, 2009.

Chairman of the Board

Member

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

Attest: _____

J.Thompson

CC: orig. - Sheriff's Office, City of Kennewick, City of Pasco, City of Prosser, City of Richland
Prosecutor (Rosemary)

FILED FOR RECORD AT REQUEST OF:

Benton County, Washington
City of Pasco, Washington

WHEN RECORDED RETURN TO:

Benton County
PO Box 190
Prosser, WA 99350

City of Pasco
525 North 3rd
Pasco WA 99301

**INTERLOCAL AGREEMENT FOR
BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS
TEAM**

THIS INTERLOCAL AGREEMENT is effective upon the date executed by all parties. In consideration of the mutual covenants below, the parties agree as follow:

1. **PARTIES.** The parties to this Agreement are Benton County, a political subdivision of the State of Washington, and the municipalities of Kennewick, Pasco, Prosser and Richland, each of which is a municipal corporation operating under the laws of the State of Washington.

2. **AUTHORITY.** This Agreement is entered into pursuant to Chapters 10.93 (Washington mutual aid peace officers powers act) and 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

3. **PURPOSE.** The parties hereto desire to jointly maintain and operate a multi-jurisdictional Special Weapons and Tactics team to effectively respond to serious criminal occurrences as described below. Benton County, Kennewick, Prosser and Richland have been participants in a similar team for several years pursuant to several interlocal agreements and MOU's. The city of West Richland was a party to those agreements/MOU's, but historically has been unable to contribute resources at the same level as the other jurisdictions. Pasco now wishes to become a member and fully participate, and the parties hereto have concluded it appropriate to provide the team's services to West Richland under a separate interlocal agreement.

4. **FORMATION.** There is hereby created a multi-jurisdictional team to be hereafter known as the "BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS TEAM" ("SWAT team"), the members of which shall be Benton County and the municipalities of Kennewick, Pasco, Prosser and Richland. As special needs arise, it may be

necessary to request assistance from other law enforcement agencies and/or personnel, at the discretion of the SWAT Incident Commander.

5. **STATEMENT OF PROBLEM.** Benton County and the municipalities within the Tri-City Metropolitan area, commonly referred to as the Tri-City Metro area, located within Benton and Franklin counties continue to experience isolated incidents of violent criminal activity and confrontations. Some factors that are related to violent criminal activity are criminal street gangs, drug abuse, heightened awareness of the necessity for Homeland Security, increased urbanization, and increased population densities. The ability to safely control, contain, and resolve criminal conduct such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high risk felony arrests, and narcotic/high risk search warrants often strains resources of the law enforcement agencies in the Tri-City Metro area.

A multi-jurisdictional effort to handle specific serious criminal confrontations will result in more effective pooling of personnel, improved utilization of municipal funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. The results of a multi-jurisdictional effort within not limited to the Benton/Franklin county line will be improved services for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost effectiveness.

6. **TEAM OBJECTIVES.** Individual law enforcement officers from each participating jurisdiction will be consolidated and combined to form the SWAT team. The SWAT team service shall be available to each of the parties to this Agreement. The SWAT team may also be available to outside law enforcement agencies pursuant to chapter 10.93 RCW; provided, SWAT team service to such outside law enforcement agencies will be, as set forth below, contingent upon a prior agreement from such non-parties to incur the costs involved and to indemnify, defend and hold harmless the parties to this Agreement with respect to any liability related to the SWAT team's actions reflected in a written interlocal agreement.

The objective of the SWAT team shall be to provide enhanced use of personnel, equipment, budgeted funds, and training. The SWAT team shall respond as requested by any of the participating jurisdictions and provide a coordinated response to high-risk incidents.

7. **DURATION AND TERMINATION.** The term of this Agreement shall be through December 31, 2009. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

A jurisdiction may terminate this Agreement or, alternatively, withdraw its participation in the SWAT team by providing written notice of its intent to terminate or withdraw. A notice of termination or withdrawal shall become effective ninety (90) days after service of the notice on the contract representatives set forth below for all other participating members.

In the event that a participating agency does not generally and consistently comply with the commitments outlined in this Agreement, the issue will be presented to the Chiefs and Sheriff for final resolution. Remedies may include establishing a timeline for compliance, a temporary reduction in involvement for a prescribed period of time, or termination of the Agreement with the agency not in compliance.

8. **GOVERNANCE.** The daily operation of the team shall be governed by the Benton County SWAT Operational Guidelines Manual that was distributed to and approved by the Benton County Sheriff and Chiefs of Police for Kennewick, Richland, Prosser and Pasco at the Sheriffs and Chiefs meeting of February 18, 2009, and a copy of such manual is incorporated herein by reference. The Operational Guidelines Manual may be amended from time to time by written approval of the Benton County Sheriff and Chiefs of Police for Kennewick, Richland, Prosser and Pasco. Upon such an amendment, the amended Operational Guidelines Manual will be provided to each parties' contract representative and shall supercede any prior versions of that manual.

The Incident Commanders for each party shall establish appropriate training guidelines and schedules for the SWAT team based on recommendations from the SWAT Commander. The Incident Commanders for each party shall prepare the recommended annual minimum financial commitments for each party so as to ensure proper operating equipment for the team, and they will present the recommended expenditures for each party to the Chief's and Sheriff annually.

At least bi-annually, the Incident Commanders and SWAT team Commander shall meet with the Chief's and Sheriff or their designees for the purpose of updating and reviewing the current SWAT Operational Guidelines Manual and future needs of the SWAT Team. The SWAT Commander shall provide information relating to the function, expenditures, accomplishments, training, number of calls that SWAT responds to, problems of SWAT, and any other matter as requested by the Chief's and Sheriff.

9. **ASSIGNMENT OF OFFICERS.** Except for the City of Prosser, each party to this Agreement shall assign six (6) full-time commissioned officers to the SWAT team and (2) two full-time commissioned officers to be assigned as hostage negotiators. The City of Prosser shall assign one (1) full-time commissioned officer to the SWAT team. The personnel assigned to SWAT shall continue to be considered employees of the contributing party, and the contributing party shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to SWAT/Negotiators. Each party hereby agrees to the member selection criteria established in the Operational Guidelines Manual.

10. **REQUEST FOR ASSISTANCE, COMMAND AND CONTROL.** Any party to this Agreement may request the assistance of the SWAT team, provided such request shall be made by the respective Sheriff or Chief of Police or any officer of the rank of captain or higher. Upon activation of the SWAT team within a jurisdiction, an Incident Commander, SWAT Commander, SWAT Team Leader and other team leaders will be designated with the duties and under the procedures set forth in the Operational Guidelines Manual adopted by the parties.

11. **EQUIPMENT, TRAINING, AND BUDGET.** Each party shall acquire the equipment required for its participating SWAT and Negotiator Team members and shall bear the costs to update, replace, repair, and maintain the equipment and supplies utilized by its participating SWAT and Negotiator Team members. Each party shall bear the costs to provide for training of its participating members.

The equipment, supplies, and training provided by each party to its personnel participating in SWAT and Negotiator Team shall be compatible and consistent to those provided by the other parties. Each party agrees to the minimum training requirements as recommended by the SWAT Commander and approved by the agency representatives (Incident Commanders). The same commitment applies to the training requirements for Negotiator Team members.

The Incident Commanders must approve any joint capital expenditure for SWAT equipment.

12. **ALLOCATION OF LIABILITY/INDEMNIFICATION.** Each of the parties agrees that any liability or claim arising out of the actions or inactions of the members of the SWAT team acting within the course and scope of a member's duties as a member of the SWAT team shall be the responsibility of the party that requested the assistance of the SWAT team. This provision is intended to expressly allocate liability by written agreement as authorized by RCW 10.93.040 and is controlling over the default liability allocation set forth in RCW 10.93.040 and over any agreement to the contrary set forth in a general mutual aid agreement executed by any of the parties, included but not limited to the Consent Agreement For Mutual Aid Peace Officer Powers executed by the parties and other third parties in 2007 or in the future. This provision is not intended to require indemnification or payment of any judgment against any individual or party for intentional wrongful conduct outside the scope of employment of any member of the SWAT team or of any judgment for punitive damages against a SWAT team member or party to this Agreement. Payment of punitive damages, if any, shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer if that employer elects to make said payment voluntarily.

In furtherance of the above provision, each party to this Agreement, upon requesting the assistance of the SWAT team within its jurisdiction, agrees to hold harmless and indemnify and defend the other parties and their officers, officials and employees from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of the SWAT team, its members and supervisors, that may occur or allegedly occur while receiving the assistance of SWAT within its jurisdiction.

In the event that a claim or lawsuit is brought against a party or its employee(s) for actions arising out of their conduct in the operation of the SWAT team, such party shall promptly notify the other parties that said claim or lawsuit has been filed or commenced.

The parties to this Agreement and their respective legal counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with the defense of any lawsuit arising out of the operations of the SWAT team; provided this cooperation does not require the parties to share any out of pocket litigation costs. Said costs will be the responsibility of the party obligated to defend any such lawsuit.

Upon request by another party, each party shall share with the other parties the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve any party from its obligations under this Agreement.

For purposes of claims and lawsuits, if any, based on operations of the Benton County Regional SWAT team prior to the creation of the Benton County/Tri-Cities Regional SWAT team, the parties agree that those claims and lawsuits shall be handled, processed and paid in accordance with the terms of this Section 12 as if this Agreement was in full force and effect at the time of the occurrence which gives rise to the claim and/or lawsuit.

Except for liabilities and claims related to the actions and inactions of SWAT team members as set forth above, all other rights, duties, and obligations with respect to any particular SWAT team member shall remain with the party contributing that member to the team. Additionally, each party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section 12 shall be interpreted to waive any defense arising out of RCW Title 51.

13. PRIOR AGREEMENTS. The parties agree that this Agreement supercedes any and all prior written or verbal agreements between any or all of the parties pertaining to a regional SWAT team, and that any such prior agreements are null and void as of the full execution of this Agreement.

14. ASSISTING NON-PARTY JURISDICTIONS. The parties agree that the Benton County/Tri-Cities Regional SWAT team may assist other jurisdictions not a party to the Agreement; provided such other jurisdiction must first execute a written interlocal agreement with the parties in which the other jurisdiction agrees to: a) assume the liability for the actions/inactions of the Benton County/Tri-Cities Regional SWAT team members acting in the course and scope of their duties as a team member; and b) reimburse the parties to this Agreement for all overtime pay incurred as a result of the SWAT team call-out.

15. INTERLOCAL COOPERATION ACT PROVISIONS. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The Benton County Sheriff shall be designated as the Administrator of this Interlocal Agreement.

Interlocal Agreement

Tri-City Regional Special Weapons and Tactics Team -5

This Agreement shall be filed with the Benton and Franklin County Auditors, or alternatively listed by subject on the parties' websites or other electronically retrievable public sources.

16. **DISPUTE RESOLUTION.** For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Benton County, Washington and the laws of the State of Washington shall apply.

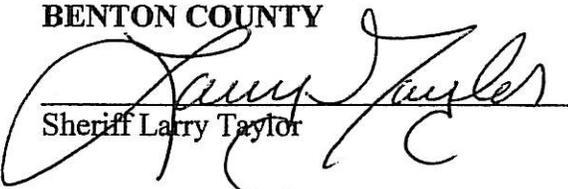
17. **MUNICIPAL AUTHORIZATIONS.** By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

18. **CONTRACT REPRESENTATIVES.** Each party 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:

Benton County:	Sheriff Larry Taylor or his successor
City of Kennewick:	Chief Ken Hohenberg or his successor
City of Richland:	Chief Tony Corsi or his successor
City of Pasco:	Chief Denis Austin or his successor
City of Prosser:	Chief Pat McCullough or his successor

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

BENTON COUNTY



Sheriff Larry Taylor

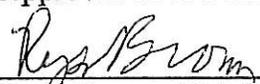
Date: 4-16-09

Chairman of Board of Commissioners

Date: _____

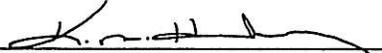
Attest:

Approved as to Form:

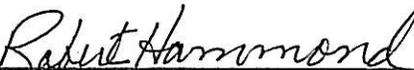


Ryan Brown, Chief DPA (Civil)

CITY OF KENNEWICK


Ken Hohenberg, Chief of Police

Date: 03/06/09


Robert Hammond, City Manager

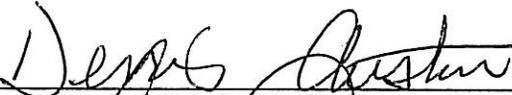
Date: 03/06/09

Attest:

Approved as to Form:


Lisa Beaton, City Attorney

CITY OF PASCO


Denis Austin, Chief of Police

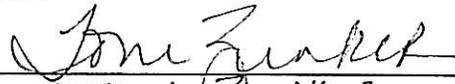
Date: _____

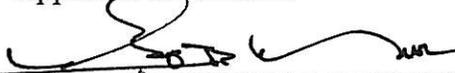

Gary Crutchfield, City Manager

Date: _____

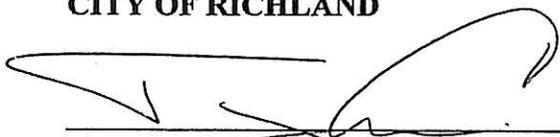
Attest:

Approved as to Form:

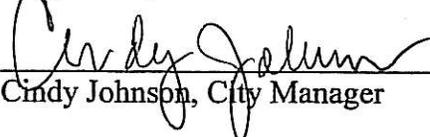

By: TONI ZUNKER


Leland B. Kerr, City Attorney

CITY OF RICHLAND


Tony Corsi, Chief of Police

Date: 3/11/09


Cindy Johnson, City Manager

Date: 4/9/09

Attest:

Approved as to Form:


By: DEBBY BARHAN

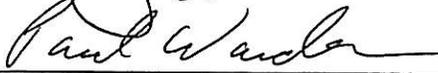

Thomas Lampson, City Attorney

CITY OF PROSSER



Pat McCullough, Chief of Police

Date: 4/15/09

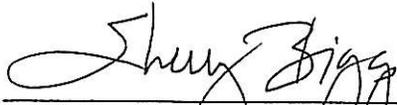


~~Charles Bush, City Manager~~ PAUL WARDEN, MAYOR

Date: 04-14-09

Attest:

Approved as to Form:



By: SHERRY BIGGS



Howard Saxton, City Attorney

9:40

Proposal – To create two new elected judicial positions for District Court and have those positions filled by County Commissioner’s appointment.

Recommendation – It is District Courts recommendation that creating two elected judicial positions would be in the best interest of the citizens of Benton County. It would allow District Court to run more effectively and efficiently and increase the state funded Trial Court Improvement Fund used for improving the trial courts for District and Superior Courts.



Presiding Judge Holly Hollenbeck



Judge Robert Ingvalson



Judge Terry Tanner



Commissioner William Platts



Commissioner Joseph Burrowes

Judge's Annual Salary	\$141,710
Court Commissioner's Annual Salary	<u>\$127,539</u> (90% of an elected Judge)
Difference in Salary	\$14,171 (per judge)

Cities pay a percentage of the Judges salary, cost breakdown for each City and County:

Kennewick	\$3,883
Richland	\$1,899
W. Richland	\$ 524
Prosser	<u>\$ 241</u>
Total	\$6,547
County	\$7,624

Advantages to having a Judge vs Court Commissioner

- **Accountability** – The Citizens vote in the judicial officer holding that elected judicial officer accountable.
- **State Funding** – The amount the state pays into the Trial Court Improvement Fund is based on the number of elected District Court Judges.
- **Equality on the Bench** – Each judicial officer takes on the responsibility of running the court.
- **Flexibility** – Elected Judges can hear more types of hearings.

Trial Court Improvement Fund

2007 State paid in \$69,983 for 3 elected District Court Judges
(\$23,328 per Judge)
2008 State paid in \$76,887 for 3 elected District Court Judges
(\$25,629 per Judge)

It is the expectation of the Board of Judicial Administration to be able to fund 50% of each elected Judge's salary.

District and Superior Court meet each year to discuss how this fund can be best utilized to make improvements to our courts and lessen the burden of the County to fund these improvements. The County Commissioners approved the spending of \$100,116 in 2008 and \$53,876 in 2009. Some of the improvements made to our Courts were:

- New Jury Management system
- FTR digital recorders for Courtrooms in District and Superior Courts
- Hearing impaired telephone units for both Courts
- Server and Software for Superior Court Case Management program
- Furniture
- Training
- Assisted Listening Devices for District Court
- Temporary Law Clerk
- Computers and Printers

The budget increase for District Court to convert the **two** Court Commissioner positions to elected Judges will be approximately:

Cost to Cities \$13,094

Cost to County \$15,248

Total Cost \$28,342 (based on a full years salary for two Positions)

Estimated increased amount paid into Trial Court Improvement Fund for **two** more elected Judges:

\$51,258 (Trial Court Improvement fund increase)

\$15,248 (amount paid by the county)

\$36,010 (increased amount back to the county)

These figures are based on the amount of Trial Court Improvement funds received in 2008 and could increase as anticipated by the BJA.

9:55

AGENDA ITEM	<u>TYPE OF ACTION</u>	Consent Agenda
MTG. DATE: April 27, 2009	<u>NEEDED</u>	Public Hearing
SUBJECT: Ord. amendment to BCC	Execute Contract	1st Discussion
11.65.030(d)	Pass Resolution X	2nd Discussion
Prepared By: Michael Shuttleworth	Pass Ordinance X	Public Meeting X
	Pass Motion X	

BACKGROUND INFORMATION

The Benton County Planning Department was asked by the Benton County Commissioners to review Benton County Code Section 11.65.030(d), which provides criteria for exemptions to communication towers under 150 feet for emergency preparedness and public safety purposes, specifically to review allowing taller heights on said communication towers.

On April 14, 2009 the Benton County Planning Commission conducted a public hearing for the proposed ordinance that would raise the exemption level for communication towers for emergency preparedness and public safety purposes from 150 feet to 200 feet. After reviewing the information presented at the public hearing the Planning Commission has recommended approval of the proposed ordinance amending BCC Section 11.65.030(d). The Board of County Commissioners will consider the proposed ordinance at a public meeting on Monday April 27, 2009, at 9:55 a.m.

SUMMARY

The proposed ordinance will amend BCC 11.65.030(d) to allow the exemption level for communication towers for emergency preparedness and public safety purposes to 200 feet. The Benton County Planning Commission conducted a public hearing for the proposed ordinance and recommended approval of the proposed ordinance.

This action is to review the record prepared by the Planning Commission and discuss the attached draft ordinance. After review of the information, the Board can adopt the ordinance as recommended, adopt with changes or reject the proposed ordinance.

RECOMMENDATION

The Planning Commission recommends adoption of the attached ordinance amending BCC Section 11.65.030(d).

FISCAL IMPACT

None

MOTION

At the conclusion of the public meeting, the Board will need to make a motion adopting the Planning Commission Findings of Fact as your own and approving the resolution and adopting the ordinance amendment to BCC 11.65.030(d).

ORDINANCE NO. _____

AN ORDINANCE relating to Communication Facility Criteria, amending Ordinance 370, Section 4, Ordinance 374, Section 1 and BCC 11.65.030.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 370, Section 4, Ordinance 374, Section 1 and BCC 11.65.030 are hereby amended to read as follows:

EXEMPTIONS. The following facilities and activities are exempt from the provisions of this chapter:

- (a) satellite earth stations using antenna(s) not more than twelve (12) feet in diameter if located in the: Commercial District (C), Interchange Commercial District (IC), or the Industrial District (I-2);
- (b) direct-to-home satellite services in any zoning district;
- (c) antennas for citizen band radios and Amateur (or ham) Radio Facilities; provided, such antennas and facilities are no more than sixty-five (65) feet above ground level;
- (d) military, federal, state, and local government communication facilities in any zoning district that are only used for emergency preparedness and public safety purposes; provided, such facilities are no more than ~~((one))~~ two hundred ~~((and fifty (150)))~~ (200) feet above ground level;
- (e) maintenance, repair, and replacement of existing communication facilities and related equipment that do not increase the size, footprint, or bulk of such facilities and that complies with local, state, and federal laws and regulations ~~((and))~~.

SECTION 2. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Ordinance No. _____
Continued
Page 2

Approved as to Form:

Ryan K. Brown
Deputy Prosecuting Attorney

Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

BENTON COUNTY PLANNING COMMISSION
Reasons for Action, Findings of Fact and Analysis
of Factors Considered Controlling

I. INTRODUCTION

In the Matter of: County Planning, ordinance amendment to Benton County Code Title 11 relating to Communication Facility Criteria, amending BCC 11.65.030 to allow for a taller height on communication towers used by military, federal, state and local agencies for public safety purposes, amending Ordinance 370, Section 4, Ordinance 374, Section 1 and BCC 11.65.030.

The members of the Planning Commission and their attendance for the afore-mentioned hearing is as follows: Martin Sheeran, Rick Giberson, Eugene Johnson, Lloyd Coughlin.

All persons desiring to speak for or against, or in relation to the amendment were given full and complete opportunity to be heard. The Planning Commission is now satisfied that this matter has been sufficiently considered. Therefore, the Benton County Planning Commission hereby makes and enters the following:

II. FINDINGS OF FACT

- A. Legal notification was given on April 2, 2009. The public hearing was conducted on April 14, 2009.
- B. The proposed amendment is found to be in conformance with the intent of the Benton County Comprehensive Plan. YES
- C. Written and oral testimony have indicated the following concerning the proposed amendment: APPROVAL and Concerns in the letter from CTED – it was noted that agencies would be notified during the SEPA process for the tower.
- D. A majority of the Planning Commission felt that the record and testimony **does** establish the need for the proposed amendment.
- E. S.E.P.A. - The Planning Commission has determined that these amendments are exempt from the State Environmental Protection Act.
- F. The record indicates the approval of the proposed ordinance(s) and amendment(s) would be in the public interest. YES

III. STAFF REPORT

A majority of the Planning Commission members find that all the facts set forth in the Planning staff memo dated March 30, 2009, are accurate. YES

IV. ANALYSIS OF FACTORS CONSIDERED CONTROLLING

The Benton County Planning Commission considers all Findings of Fact heretofore entered to be controlling.

7:18 p.m.

V. MOTION

It was moved by Rick Giberson and seconded by Eugene Johnson that the chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for **approval** of the proposed ordinance amendment to Benton County Code Title 11 relating to Communication Facility Criteria, amending BCC 11.65.030 to allow for a taller height on communication towers used by military, federal, state and local agencies for public safety purposes, amending Ordinance 370, Section 4, Ordinance 374, Section 1 and BCC 11.65.030 that articulate and are consistent with the findings, conclusions and recommendation made by the Planning Commission tonight.


MARTIN SHEERAN, Chairman 4/14/09
Date
BENTON COUNTY PLANNING COMMISSION

10:00 AM

EXECUTIVE SESSION
LITIGATION UPDATE

R BROWN