

May 5, 2008

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
April 28, 2008, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Lisa Small, Commissioners' Office; Human Services Director Carrie Huie-Pascua; Deputy Director Edward Thornbrugh; Public Works Director Ross Dunfee; DPA Ryan Brown; Planning Manager Mike Shuttleworth; Phil Mees, Planning; Treasurer Duane Davidson; Norm Childress, Steve Becken, Larry Moser, and Bryan Thorp, Public Works.

Approval of Minutes

The Minutes of April 21, 2008 were approved.

Consent Agenda

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

Auditor

- a. Maintenance Agreements w/Comstor Information Management, Inc.
- b. Surplus of Personal Property – John Deere Lawnmower
- c. Surplus of Personal Property – 3M Scotchlite Heat-Lamp Vacuum Applicator
- d. Surplus of Personal Property – 1991 Dodge W350 1 Ton Cab & Chassis

Board of Equalization

- e. Reappointment to the Board of Equalization Board

Central Services

- f. Structured Cabling for New Courtrooms at the Justice Center

Fairgrounds

- g. Lease Agreement w/Ye Olde Car Club of Tri Cities
- h. Lease Agreement w/Gold Wing Road Riders Association
- i. Lease Agreement w/Untapped Promotions, LLC

- j. Lease Agreement w/Tri-Cities Woodcarvers Association
- k. Lease Agreement w/Kennewick High School All Class Reunion

Human Services

- l. Line Item Transfer, Fund No. 0108-101, Dept. 504

Office of Public Defense

- m. District Court Misdemeanor Contract w/Gary Metro
- n. Adult Drug Court Contract w/N Rodriguez

Personnel

- o. County Claims CC08-06

Prosecuting Attorney

- p. Updated Family and Medical Leave Policy and Forms

Sheriff

- q. Award of Bid 08-03 – In-Car Digital Video Camera Systems
- r. Law Enforcement Contract – CORPS of Engineers / John Day Project

Sustainable Development

- s. Columbia Planning and Design for Plymouth Feasibility Study

Human Services Update

Carrie Huie-Pascua and Edward Thornbrugh updated the Board and briefly discussed the following issues:

- Developmental Disabilities Services
 - Two open positions on the Advisory Board; amendment submitted to the State to realign funding for next fiscal year; on-site contract monitoring scheduled throughout the months of April and May
- Housing Services
 - Housing Institute training session to develop affordable housing for mental health consumers; interlocal agreement for 2060 funds; and Ringold workgroup
- Mental Health Services
 - Mental Health Advisory Board openings; restructuring of Crisis Response Unit; completed crisis intervention team training; property management functions for transitional housing; PACT Team review; GCBH meetings schedule; collection of data for feasibility study for CCRC
- Substance Abuse & Prevention Services
 - Interviewing for new Chemical Dependency Professional; new release form for Drug Court; annual contract monitoring; Sub-Acute Detoxification Center building installed; underage drinking town hall meeting

Bid Award – High Speed Rolling Doors

Roy Rogers presented a resolution authorizing the purchase and installation of high speed rolling doors for the Sally Port at the Benton County Jail to Industrial Equipment Solutions. He indicated they had the lowest bid and met the exact specifications. Additionally, the correctional staff and maintenance staff had researched the doors and recommended approval.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the purchase and installation of four high-speed rolling doors for the Benton County Jail to Industrial Equipment Solutions, Inc. in the amount of \$140,356.89 including WSST. Commissioner Bowman seconded and upon vote, the motion carried.

Award for Architectural Services

Roy Rogers said he sent out an RFQ for architectural and engineering firms, interviewed four firms, and made the recommendation of award to Bernardo Wills Architects PC, Spokane, WA.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the Facilities Manager to negotiate a contract with Bernardo Wills Architects, PC to provide architectural and engineering services. Commissioner Bowman seconded and upon vote, the motion carried.

Other Business

Clean Water Act

Adam Fyall asked the Board if it wanted to make comments prior to the deadline on Wednesday. The Board agreed to have Commissioner Bowman and Mr. Fyall (along with input from Doc Hastings' office) pen a letter re-stating the Board's position.

Fairgrounds - Gun Show Contract

Chairman Oliver requested the Board approve the contract with the Gun Show promoter, based on liability limits as used by Spokane County, and not the new limits that were imposed for Fairgrounds contracts. Commissioner Benitz said he wanted to stay with the new insurance requirement established for the Fairgrounds. Commissioner Bowman said the Spokane County contract did not allow the general public to attend the gun shows, only licensed gun dealers. He also indicated he was not willing to change what was just established. Chairman Oliver said the requirements were "overkill", however, the Board's position should be conveyed back to the promoter.

Horse Heaven Hills Water Project Update

Mr. Fyall said the Department of Ecology indicated it might be able to provide gap funding for a slightly more targeted study (appraisal level study) and the proposal would be need to be submitted by May 15. He indicated that he and Mr. McClure were working toward that goal and would provide more detail at the next meeting. The Board agreed to have Mr. Fyall continue to move forward.

WSAC 2009 Legislative Steering Committee Priorities

Commissioner Benitz provided his priorities as requested by Commissioner Bowman:

1. Local Public Health Funding (as identified in a letter from the Board of Health)

2. Public Safety (Gross Senate Bill 6573)
3. GMA (6580)

Commissioner Bowman said he wanted to add to the list the issue of responsibility of county elected officials responding to public information requests. Chairman Oliver also requested that document preservation requirements and funding be added to the list.

(Roza) Roads Safety Issues

Mike Hogue, Snipes Road, Grandview discussed the concern of safety on the Roza, indicating there was a recent serious accident. He said he did not believe the Commissioner were aware and fully understood the dangers of the roads and requested some action now.

Jim Willard, McDonald Road, said the subject was previously brought before the Board. He discussed the quality and safety of the roads and emphasized the need for action to improve roads and intersections. He stated that traffic and the size of truckloads had increased over the years.

Patricia O'Brien, McDonald Road, said her family owned a winery, and traffic had increased considerably. She requested the County put in four-way stops, enlarged stop signs and rumble strips.

Chairman Oliver requested the testimony given be included as part of the record for the Public Hearing for the Six Year Road Program to be held at 10:30 a.m. The Board concurred.

Doug Rowell, McKinley Springs Road, said that Bert James Road was a very dangerous road with water runoff. He said a road that was built to better standards could offset the yearly repair bill.

Dick Olsen, North District Line Road, discussed the safety of Hanks Road. He indicated that changes could be made now to help with retrofitting the road. He also suggested "stop ahead" signs to warn of a stop sign. He said that Hanks Road was a thorough fair across the Roza and he was looking for protection north and south instead of four-way stops. He indicated it was very expensive for trucks to keep stopping along Hanks Road.

Commissioner Bowman wanted to know what was happening that was causing the accidents. It was stated that people driving in the area that were not familiar with the roads were causing a lot of the accidents.

Ross Dunfee said he believed the concerns were legitimate. Additionally, he made the following points: the Washington State Traffic Safety Committee had tentatively agreed to look this year at the area north of the freeway and south of Snipes; that it may be time to pursue grant funds for McCreedy Road; the Board needed to carefully consider four-way signs; and the Road Department was currently in the process of changing stops signs to high intensity grade from engineer grade.

Commissioner Benitz recommend the County review the draft recommendations as outlined by Ross Dunfee and encouraged the residents to complete an education program to better inform individuals and include it in the 6-year road program.

Norm Childress said they understand their concerns were legitimate and the recommendation for bigger signs and advance warnings were good ideas. Additionally, the County had adopted the state manual for traffic control devices and worked under some constraints, however, believed some of the suggested upgrades were within the guidelines.

Commissioner Bowman said he agreed with the warning signs and high intensity signs and that finding the correct solution was very important. He indicated that rural roads across the nation were among the highest and most serious with deaths and even though they generated the highest amount of road tax, they got the least amount of attention and funding.

The Board requested the Public Works Department to meet with the residents and review the draft plan as submitted by Mr. Dunfee and give them a detailed plan of action.

Final Plat of Altered Plat of Breez'n-In Estates No. 3

Mike Shuttleworth presented the final plat for the altered Plat of the Park Tract of Breez'n-In Estates No. 3 and said that all conditions of approval were satisfied and signatures obtained.

MOTION: Commissioner Bowman moved to approve the final plat of the Park Tract of Breez'n-In Estates No. 3. Commissioner Benitz seconded and upon vote, the motion carried.

Red Mountain Agricultural Zoning Update

Mike Shuttleworth and Phil Mees provided an outline of the existing "Wineries on Designated GMA Agricultural Lands" and suggested revisions that would be presented to TRIDEC at its May 7 meeting.

Commissioner Benitz asked for some time to review the definitions before being submitted to TRIDEC. He also requested the Board move ahead with amending ordinance 445.

Mr. Shuttleworth said it would take at least 60 days to amend the ordinance due to the requirements for the Planning Commission public hearing and time for the State review.

The Board agreed to have Commissioner Bentiz further review the issue and bring back a recommendation at the next meeting.

Public Hearing – Six-Year Road Program

Public Testimony

Scott Andrews, farmer in Benton, Klickitat, and Yakima Counties said he was concerned about safety issues on Bert James Road to Sellers Road. He said the road was not safe for today's traffic, including trucks and school buses.

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

Commissioner Benitz requested a line item be added for safety improvements so the Board had latitude to complete safety improvements as needed. Additionally, he discussed having a consistency between the 6-year road program and capital facilities plan in relation to funding.

Commissioner Bowman wanted to know what the criteria would be for using the "safety projects" money. He suggested a survey be completed to identify safety issues for the entire county so the County could establish criteria. The Board agreed there should be a policy in place to use emergent/safety project funds and plan it for the whole county.

The public hearing was continued to May 5, 2008 at 11:30 a.m.

Other Business

Metropolitan Park District

Ryan Brown said the Attorney for Benton City contacted him and said they were interested in creating a Metropolitan Park District to create a water park. Additionally, they were looking to create the park district beyond city limits, which would require county approval to form the district.

Commissioner Benitz requested time to review the matter thoroughly before inviting Benton City to attend a meeting. The Board agreed.

Vouchers

Check Date: 04/25/2008
Warrant #: 896465-896799
Total all funds: \$1,581,066.06

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

Resolutions

08-465 Maintenance Agreements w/Comstor Information Management, Inc.
08-466 Surplus of Personal Property – John Deere Lawnmower
08-467 Surplus of Personal Property – 3M Scotchlite Heat-Lamp Vacuum Applicator

- 08-468 Surplus of Personal Property – 1991 Dodge W350 1 Ton Cab & Chassis
- 08-469 Reappointment to the Board of Equalization Board
- 08-470 Structured Cabling for New Courtrooms at the Justice Center
- 08-471 Lease Agreement w/Ye Olde Car Club of Tri Cities
- 08-472 Lease Agreement w/Gold Wing Road Riders Association
- 08-473 Lease Agreement w/Untapped Promotions, LLC
- 08-474 Lease Agreement w/Tri-Cities Woodcarvers Association
- 08-475 Lease Agreement w/Kennewick High School All Class Reunion
- 08-476 Line Item Transfer, Fund No. 0108-101, Dept. 504
- 08-477 District Court Misdemeanor Contract w/Gary Metro
- 08-478 Adult Drug Court Contract w/N Rodriguez
- 08-479 Denial of County Claim CC08-06
- 08-480 Updated Family and Medical Leave Policy and Forms
- 08-481 Award of Bid 08-03 – In-Car Digital Video Camera Systems
- 08-482 Law Enforcement Contract – CORPS of Engineers / John Day Project
- 08-483 Agreement with Columbia Planning and Design for Plymouth Feasibility Study
- 08-484 Purchase and Installation of High Speed Rolling Doors for Sally Port at the Benton County Jail
- 08-485 Awarding Contract to Bernardo Will Architects for Architectural and Engineering Services
- 08-486 Final Plat of the Altered Plat of the Park Tract of Breez'n-In Estates

There being no further business before the Board, the meeting adjourned at approximately 11:30 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SERVICES CONTRACT BETWEEN AUTOMATIC FUNDS TRANSFER SERVICES AND THE BENTON COUNTY ASSESSOR TO PROVIDE FORMATTING, PRINTING, AND MAILING OF THE BENTON COUNTY CHANGE OF VALUE AND NEW CONSTRUCTION NOTICES

WHEREAS, per resolution 04-534 dated November 15, 2004 all contracts for non-public works services need not advertise or follow a formal competitive bidding procedure, and

WHEREAS, the Benton County Assessors is required to send out notices for revaluation and new construction within Benton County; and

WHEREAS, the Benton County Assessors received a proposal from Automatic Funds Transfer Services, Seattle, WA to provide the formatting, printing, and mailing of said notices for a unit price, further described Exhibit 1 attached hereto, and postage at cost; and

WHEREAS, the Benton County Assessor recommends entering into a service contract with Automatic Funds Transfer Services, Seattle, WA for a contract amount not to exceed \$10,000 including WSST, with said service contract expiring one (1) year from the date of its execution, **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby agrees with the recommendation to enter into a service agreement with Automatic Funds Transfer Services to provide necessary services for the formatting, printing and mailing of the revaluation and new construction notices for a contract amount not to exceed \$10,000 including WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners is hereby authorized to sign said service contract attached hereto.

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

Orig: Assessor's Office
cc: Auditor, R. Ozuna, AFTS

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and AUTOMATIC FUNDS TRANSFER SERVICES ("AFTS"), with its principal offices at 151 S. Lander, #C, Seattle, WA 98134, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. **EXHIBIT "1"** which delineates the terms of the agreement with respect to printing services to be provided by the CONTRACTOR, mailing services to be provided by the CONTRACTOR, and pricing for the services provided in accordance with this CONTRACT.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by the COUNTY, and shall expire one (1) year from the date of its execution. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in **Exhibit "1"** which is attached hereto and incorporated herein by reference.

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

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

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

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

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR: Mr. Rick Soth
AFTS
151 S. Lander, #C
Seattle, WA 98134
(206)254-0975

b. For COUNTY: Ms. Harriet Mercer
Benton County Assessor's Office
P.O. Box 902
Prosser, WA 99350
(509) 786-2046

5. **COMPENSATION**

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

a. A detailed description of the compensation to be paid by the COUNTY is set forth in **Exhibit "1"** which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$10,000.00.

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

d. The CONTRACTOR may, in accordance with Exhibit "1", submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

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

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. **AMENDMENTS AND CHANGES IN WORK**

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

b. If the data supplied to the CONTRACTOR by the COUNTY is incorrect or incomplete, the COUNTY agrees to pay AFTS at its standard rates, as set forth in Exhibit "1", for any additional work performed by AFTS to correct or complete such data.

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

8. **INSURANCE**

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

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

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

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

Certain work or services under this Contract may require insurance coverage for long shore or harbor workers other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Contract may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. CONTRACTOR is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. CONTRACTOR is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

(5) The CONTRACTOR'S insurance shall apply separately

to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

(1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written

notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

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

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

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

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

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

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

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

9. TERMINATION

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

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

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

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [Five] of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

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

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

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services

under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

submitted to the COUNTY.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the

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

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

DATED: _____

DATED: 4-16-2008

**BENTON COUNTY BOARD OF
COMMISSIONERS**

**CONTRACTOR
Mr. Rick Soth
AFTS**



Chairman

[Print Name]

Member

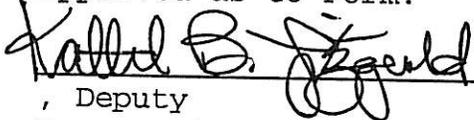
Its RICHARD Soth

Member

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

Attest: _____
Clerk of the Board

Approved as to Form:



, Deputy
Prosecuting Attorney

EXHIBIT 1

This agreement regards specifically laser printing and mailing services AFTS will provide to Customer for production and mailing of Assessor Revaluation Cards.

Card production will be completed from electronic data files transmitted to AFTS by Customer via FTP. AFTS supports physical media in CD, DVD, USB-Stick or Disk formats only. AFTS will provide a secure FTP login to our server once the contract is fully executed.

Revaluation cards will be produced on 67# vellum stock (or similar) using all laser printing (no pre-printed stock). Production will be done using Xerox highlight color printers capable of imaging black plus one spot color. Color choices are Red, Blue, or Green.

AFTS will design the Revaluation card based upon Customer suggestions and formats. Once the format is completed, future changes to layout will be subject to programming charges.

Cards will be produced on a 3 day production time-line. Data must be delivered and notified by email (or telephone call) by 10 a.m. for that day to be considered a production day. No processing will be handled on weekends.

Postage must be received by AFTS prior to each revaluation card being mailed, when AFTS' meter or Seattle permit is being used. Postage checks should be directed to AFTS, and a postage deposit can be calculated at the Automation Basic Presort rate for postcards times the estimated number of cards to be mailed. AFTS can invoice for this deposit.

AFTS can produce two kinds of Revaluation cards. Either a single panel design or the more secure two-panel format, where the valuation information is hidden by an extra flap that contains a "reply" portion that the taxpayer might use to request additional information. The "reply" panel is then tabbed close, so that the tax payer needs to slide their finger between the two panels and pull apart the release gum.

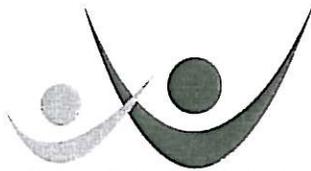
Pricing:

Single Panel Format:\$0.073 each

Double Panel Format:\$0.101 each

Postage:At Cost





WORKING TOGETHER FOR
STRONG, HEALTHY
AND SUPPORTIVE COMMUNITIE

b

WHEREAS, **Benton County** is a community in which approximately **25,327** citizens aged 60 years old or older make their home; and,

WHEREAS, older adults in **Benton County** and throughout the U.S. are a growing population with evolving needs; and,

Older Americans Month 2008

WHEREAS, older Americans are valuable members of our society who are rich with experience and deserving of our respect; and,

WHEREAS, the number of baby boomers reaching traditional retirement age continues to increase, a fact that spotlights the need for increased attention to the needs of older adults; and

WHEREAS, it is the responsibility of this and all U.S. communities to work together and prepare for changing older adult populations by modernizing systems of care and providing consumers with more control over their lives; and

WHEREAS, overall quality of life can be greatly enhanced when supportive communities help their older citizens obtain:

- Evidence-based approaches to making behavioral changes that can reduce risk of disease, disability, and injury
- The tools to make informed decisions about, and gain better access to, existing health and long-term care options
 - More options to avoid placement in nursing homes and remain at home as long as possible

NOW, THEREFORE WE, the **Board of Benton County Commissioners** do hereby proclaim the month of **May 2008** to be *Older Americans Month* and urge everyone to take time this May to honor our older adults and the professionals, family members, and citizens who care for them. We urge all citizens and communities to work collaboratively to strengthen the services **Benton County** provides to its older adults in ways that recognize the changing nature of their needs, and provide them with more opportunities to make informed choices about their lives. Our efforts can improve the lives of our older citizens and help pave the way for future generations.

Dated this _____ day of May 2008

Claude L. Oliver, Chairman

Leo M. Bowman, Commissioner

Max E. Benitz, Jr., Commissioner

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING BID FOR CONTRACT FOR OFFICIAL COUNTY NEWSPAPER FOR THE YEAR JULY 1, 2008 THROUGH JUNE 30, 2009

WHEREAS, on April 7, 2008 bids were received and opened by the Board of Benton County Commissioners for the contract for official county newspaper commencing July 1, 2008 and ending June 30, 2009; and

WHEREAS, one bid was received as follows:

Tri City Herald, Kennewick, WA

Column-inch rate, first insertion:	\$16.21 (Mon. – Fri),	\$16.66 (Sat. & Sun)
Column-inch rate, additional:	\$14.97 (Mon. – Fri),	\$15.31 (Sat. & Sun)

NOW, THEREFORE,

BE IT RESOLVED the Board of Benton County Commissioners hereby awards the contract for official county newspaper for July 1, 2008 through June 30, 2009, to the Tri-City Herald, Kennewick, WA, in accordance with the provisions of RCW 36.72, for the bid amount identified above and authorizes the Chairman to sign the attached contract.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**CONTRACT FOR
OFFICIAL COUNTY NEWSPAPER**

This Agreement is made by and between Benton County, a political subdivision of the State of Washington ("County"), and the Tri-City Herald ("Herald").

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS, the Herald is a legal newspaper published in Kennewick, Benton County, Washington, by McClathy Newspapers, and did submit a bid proposal; and

WHEREAS, the Herald was the only responsive bidder;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Herald shall serve as the official newspaper of Benton County for the term of one year, beginning on July 1, 2008, and ending on June 30, 2009.
2. All county officers shall cause all legal notices and delinquent tax lists to be advertised in the Herald.
3. The Herald shall set all legal notices submitted in single column 6-point solid type unless otherwise indicated.
4. The County shall pay the Herald \$16.21 per column inch for the first insertion and \$14.97 per column inch for subsequent insertions for the days Monday through Friday and shall pay \$16.66 per column inch for the first insertion and \$15.31 per column inch for subsequent

insertions for the days Saturday and Sunday. Herald legal number and date notations on the bottom two lines shall not be included in column-inch measurements.

5. The Herald shall furnish, without further cost, the required number of Affidavits of Publication, not to exceed six, to all county officers submitting legal notices and delinquent tax lists for publication. The affidavits shall be furnished to the officer before the date of hearing set within the legal notice.

6. The Herald shall furnish a bond payable to the county in the sum of Five Hundred Dollars (\$500.00), and conditioned that the Herald shall correctly and faithfully perform the covenants of this agreement.

7. The Herald warrants that it meets the qualifications of a legal newspaper as set forth under Chapter 65.16, RCW, and agrees to immediately notify the County if at anytime it ceases to meet such qualifications. In such case, the County may immediately terminate this agreement by mailing written notice.

TRI-CITY HERALD

BENTON COUNTY, WASHINGTON

By: _____
Title: _____
Date: _____

Chairman

Attest: _____
Clerk of the Board

Date: _____

Approved as to form:

Deputy Prosecuting Attorney

Tri-City Herald

tricityherald.com

VOICE OF THE MID-COLUMBIA

DAVID GILCHRIST
ADVERTISING DIRECTOR

P.O. Box 2608 Tri-Cities, WA 99302-2608 • 509-582-1500 • 800-874-0445

March 18, 2008

Clerk of the Board
Benton County Commissioners
PO Box 190
Prosser, WA 99350

The Tri-City Herald, being a newspaper of general circulation in Benton County, and a member of the Audit Bureau of Circulations (ABC), respectfully submits its bid for the printing of legal notices for Benton County. As requested, the bid is on a column-inch basis for the term of one year, commencing July 1, 2008 and running through June 30, 2009. All legal advertising lines will be charged according to the following inch rates:

Column-inch rate, first insertion	\$ 16.21 (Mon. - Fri),	\$ 16.66 (Sat. & Sun.)
Column-inch rate, additional insertions	\$ 14.97 (Mon. - Fri.),	\$ 15.31 (Sat. & Sun.)

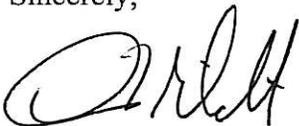
As you are aware the Tri-City Herald is the only newspaper available to all residents of Benton County. Total paid ABC audited circulation is 41,142 daily and 43,935 Sunday.

The Herald's circulation assures the broadest coverage and lowest unit cost available to Benton and Franklin Counties. Herald distribution further assures that all citizens of Benton County will have regular and reasonable access to the county's legal notices, which is the intent of the laws governing such advertising.

The Tri-City Herald publishes seven days a week, thus affording county officials total flexibility as to when legal notices will be published.

Please find enclosed the requested copy of order of Benton County Superior Court approving the Tri-City Herald as a legal newspaper, national rate card and the statement of circulation as outlined.

Sincerely,



David Gilchrist
Advertising Director

DG/cc

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" 2008
SIGN INSTALLATION FOR ALL BENTON COUNTY LOCATIONS

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

WHEREAS, Benton County Facilities has solicited Signs Now, Kennewick, WA - SIGNSN*033ON for several years for necessary signs throughout all County facilities; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Signs Now, Kennewick, WA to be put in place for "as needed" sign installation for all locations of Benton County for small projects costing less than \$10,000; and

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

WHEREAS, the prices for said services is in accordance to the agreement and Signs Now price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including 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 Signs Now the blanket service agreement for "as needed" services at all Benton County locations for an amount not to exceed \$10,000 including WSST; and

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

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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SIGNS NOW**, with its principal offices at 627 N. Kellogg Suite A, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" 2008 sign installation for all Benton County locations in accordance with the CONTRACTORS price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may

bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for sign installation shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

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

4. **CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Laura S. Ogata
627 N. Kellogg Suite A
Kennewick, WA 99336
Phone 509-783-8718
Fax 509-783-9028

- b. For COUNTY:

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

5. COMPENSATION

The CONTRACTOR shall be paid for sign installation in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount.

CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the sign installation portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and

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

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

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

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

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all

Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall further procure and maintain employer's liability that provides coverage up to one million dollars (\$1,000,000) covering employee injuries or disease.

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

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

policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

condition and the self-insured funding mechanism.

10. PERFORMANCE BOND

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

11. TERMINATION

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

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

BENTON COUNTY

SIGNS NOW

**Claude Oliver, Chairman
Benton County Commissioner**

**Laura S. Ogata
Vice President**

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney



RECEIVED
APR 18 2008
BENTON COUNTY
COMMISSIONERS

April 18, 2008

To: Lisa Small
Benton County
Prosser, WA

As requested by Benton County Facilities personnel, we will be installing signs at the various government buildings in Kennewick. Aside from the owner/president of our business (Bob Ogata), any of our personnel that would do this work would be journeymen. The prevailing wage that we pay for this work is \$14.65 per hour, without other benefits.

Please let us know what else you need to make the necessary records complete. We shall send you a certificate of insurance later, along with the contract.

Thank you,

A handwritten signature in cursive script that reads 'Laura S. Ogata'.

Laura S. Ogata
V. President

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED"
ELECTRICAL REPAIR SERVICES FOR ALL BENTON COUNTY LOCATIONS

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

WHEREAS, Benton County Facilities solicits Sierra Electric, Inc. for various projects as this contractor is familiar with all Benton County facilities and Parks' facilities and is readily available and willing to provide services for the County when needed; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Sierra Electric, Inc., Pasco, WA - SIERREI021CZ to be put in place for "as needed" electrical services for all locations of Benton County facilities and the parks' facilities for small projects costing less than \$10,000; and

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

WHEREAS, the prices for said services is in accordance to the agreement and Sierra Electric, Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including 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 Sierra Electric, Inc. the blanket service agreement for "as needed" services at all Benton County facilities & Parks' locations for an amount not to exceed \$10,000 including WSST; and

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



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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SIERRA ELECTRIC INC**, 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 the following documents

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" electrical repair services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the

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

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Mitch Murphy
4120 Swallow Ave.
Pasco, WA 99301
Phone 509-542-8682
Fax 509-542-8684

- b. For COUNTY:

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

5. COMPENSATION

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

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction.

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

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

negligence of the COUNTY, its officers, officials, employees or agents.

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

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

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of

subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall further procure and maintain employer's liability that provides coverage up to one million dollars (\$1,000,000) covering employee injuries or disease.

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

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

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
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Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

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

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- 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.

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13. NONDISCRIMINATION

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

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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.

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

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

BENTON COUNTY

Sierra Electric, Inc.

**Claude Oliver, Chairman
Benton County Commissioner**

**Mitch Murphy
President**

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney



April 16, 2008

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

Attention Roy Rogers:
Re: 2008 Electrical Service Contract Proposal

Dear Roy:

As per your request, I am providing you with a quote for miscellaneous electrical work for the 2008 year. Attached are a Certificate of Liability Insurance and a copy of our City of Kennebec business license. Listed below are the labor rates for work done during regular business hours as well as after hour's rates. I have also listed applicable rates for an apprentice electrician should any of the work require a second person. If you have any questions or need additional information please contact our office at your convenience.

	RT	OT	DT
Journey Electrician	\$ 65.00	\$ 88.00	\$ 112.00
Apprentice Electrician	\$ 48.00	\$ 64.00	\$ 80.00

Material as needed

Invoice Cost plus 15%

RT Regular Time - Monday thru Friday 7:00am to 3:30pm
OT Overtime - 3:30pm to 5:30pm Monday thru Friday and all day Saturday
DT Double Time - after 5:30 Monday thru Friday, Sundays and Holidays

Sincerely,

Mitch Murphy
President

Cc: file

SIERRA ELECTRIC, INC.

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

RESOLUTION

f

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

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE CONTRACT BETWEEN BENTON COUNTY AND INDUSTRIAL EQUIPMENT SOLUTIONS, INC FOR THE PROCUREMENT AND INSTALLATION OF FOUR (4) HIGH SPEED ROLLING DOORS DESIGNATED FOR THE SALLY PORT DOORS AT THE BENTON COUNTY SHERIFF'S OFFICE CORRECTIONS FACILITIES LOCATED AT THE BENTON COUNTY JUSTICE CENTER

WHEREAS, per resolution 08-446 dated March 31, 2008, the Board of Benton County Commissioners authorized the Chairman of the Board to sign the invitation to bid documents for the solicitation of four (4) high speed rolling doors for the sally port doors at the Benton County Sheriff's Office Corrections Facilities, 7122 W. Okanogan Place, Kennewick, WA; and

WHEREAS, per resolution 08-484 dated April 28, 2008, the Board of Benton County Commissioners awarded the procurement and installation of the rolling doors to Industrial Equipment Solutions, Inc., Naches, WA – INDUSES984KZ in the amount of \$140,356.89 including WSST as the lowest responsible bidder and authorized personnel to prepare a contract to be placed on the consent agenda for the Chairman's signature; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Chairman of the Board to sign the attached contract between Benton County and Industrial Equipment Solutions, Inc. for an amount of \$140,356.89 including WSST for said services.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**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 **INDUSTRIAL EQUIPMENT SOLUTIONS, INC.** a corporation organized under the laws of the State of Washington, with its principal address at **6630 OLD NACHES HWY, NACHES, WA 98937** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit "A" - Contractor's Proposal

Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of four (4) high speed rolling doors all in accordance to the bid proposal and specifications attached hereto as Exhibit A.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Dave Barrett
Industrial Equipment Solutions, Inc.
6630 Old Naches Hwy
Naches, WA 98937
(509) 653-1812 Phone

b. For COUNTY: Roy Rogers, Facilities Manager
Benton County Facilities
7122 W. Okanogan Place
Kennewick, WA 99336
(509) 783-3118 Phone
(509) 736-2708 Fax

Each party must have a contract representative at all times this contract is in force. A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is one hundred forty thousand three hundred fifty six dollars and eighty-nine cents (\$140,356.89) including W.S.S.T. **Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative.** At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

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

after receiving the invoice.

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

10. **INSURANCE**

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also procure and maintain continuously, employer's liability or stop-gap insurance providing up to one million dollars (\$1,000,000) of coverage for employee injuries or disease.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than

one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.

d. Other Insurance Provisions:

- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in

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

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

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

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

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of \$35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

12. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in

performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

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

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

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.

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

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

BENTON COUNTY

INDUSTRIAL EQUIPMENT SOLUTIONS, INC

Claude Oliver, Chairman
Benton County Commissioner

David Barrett, President

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

BID PROPOSAL

To: THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that David Barrett has carefully read all proposal documents, including the Request for Proposals, and Specifications, and thoroughly understands the same and hereby submits the following proposals for the provision of such services.

Please submit your bid amount with sales tax on this form.

One Hundred Forty Thousand Three Hundred Forty Six & 89/100's (\$ 140,356.89)
(Bid amount in words and numbers)

FIRM NAME: Industrial Equipment Solutions Inc.

WASHINGTON STATE UBI NUMBER: 601096821

NOTE: YOUR FIRM MUST HAVE A VALID UBI NUMBER IN ORDER TO PLACE A BID.
"PENDING" APPLICATIONS OR RENEWALS SHALL NOT BE ACCEPTED.

ADDRESS: 6230 Old Naches Hwy. Naches, WA 98937

STATE OF FORMATION OF FIRM'S ENTITY: Washington

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature: David H. Barrett Telephone: (509) 653-1812

Name: David Barrett Title: President

Signature: _____ Telephone: _____

Name: _____ Title: _____

CONTACT PERSON:

David Barrett Telephone: (509) 653-1812

- NOTE: 1) Indicate after firm the nature of the firm's legal entity such as a corporation, LLC, partnership, sole proprietorship.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the proposal form.

DESCRIPTION	Amount
1. Equipment	\$ <u>101,030.⁰⁰</u>
2. Installation	\$ <u>25,800.⁰⁰</u>
3. Washington St Sales Tax	\$ <u>10,526.89</u>
4. Freight	\$ <u>3,000.⁰⁰</u>
5. Total bid amount	\$ <u>140,356.89</u>

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 5, 2008</u> Subject: <u>Go Play Outside Alliance of Washington</u> Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

9

BACKGROUND INFORMATION

The Board of County Commissioners passed Resolution 07-718 authorizing a lease agreement between the Benton County Fairgrounds and the Go Play Outside Alliance of Washington to hold a Youth Outdoor Adventure Expo for youth and their families on the grounds May 15, 16 and 17, 2008.

The Go Play Outside Alliance is canceling their event.

The Washington Department of Fish and Wildlife will be sponsoring the Youth Outdoor Adventure Expo on May 16 and 17, 2008.

The Deputy County Administrator recommends rescinding Resolution 07-718 with the Go Play Outside Alliance of Washington.

RECOMMENDATION

Move Resolution 07-718 with the Go Play Outside Alliance of Washington be rescinded.

RESOLUTION

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

**IN THE MATTER OF RESCINDING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE GO PLAY OUTSIDE ALLIANCE OF
WASHINGTON RESOLUTION 07-718**

WHEREAS, The Go Play Outside Alliance of Washington leased the Benton County Fairgrounds to hold a Youth Outdoor Adventure Expo for youth and their families on the grounds on May 15, 16, and 17, 2008; and

WHEREAS, the Go Play Outside Alliance of Washington wishes to cancel their lease; and

WHEREAS, the Washington Department of Fish and Wildlife will be sponsoring the Youth Outdoor Adventure Expo at the Benton County Fairgrounds; and

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Board rescinds Resolution 07-718 approving the Lease Agreement between Benton County Fairgrounds and the Go Play Outside Alliance of Washington.

Dated this _____ day of _____, 2008

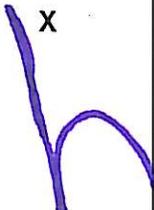
Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 5, 2008</u> Subject: <u>Washington Department of Fish and Wildlife</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: <u>dgg</u> Reviewed by: <u>lji/lsk</u>		

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Washington Department of Fish and Wildlife. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Washington Department of Fish and Wildlife to hold their annual Youth Outdoor Adventure Expo at the Benton County Fairgrounds on May 16-17, 2008. This expo introduces youth and families to outdoor recreation opportunities and hands-on activities that are led by experienced outdoor users.

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

The Deputy County Administrator recommends approval of the Lease Agreement with the Washington Department of Fish and Wildlife

RECOMMENDATION

Move the Lease Agreement with the Washington Department of Fish and Wildlife be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE WASHINGTON DEPARTMENT OF
FISH AND WILDLIFE**

WHEREAS, the will provide the Washington Department of Fish and Wildlife will provide Benton County Fairgrounds \$5,200.00 to hold a Youth Outdoor Adventure Expo for youth and their families on May 16 and 17, 2008; and

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

WHEREAS, the Benton County Administrator recommends the Washington Department of Fish and Wildlife Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Washington Department of Fish and Wildlife shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Washington Department of Fish and Wildlife.

Dated this _____ day of _____ 2008.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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



The place where youth and families can experience the great outdoors hands-on! A free educational event for the many outdoor organizations to come together and provide citizens of Washington state opportunities that communicate the relevance of fish and wildlife, habitat management, conservation, teach outdoor skills, encourage ethical behaviour and stewardship, and perpetuate Washington's hunting and fishing heritage.



2008 WASHINGTON YOUTH OUTDOOR ADVENTURE EXPO

FOR MORE INFORMATION CONTACT

Go Play Outside Alliance of Washington

Diane Warrant, president
622 Meadows Drive East
Richland, WA 99352

Phone 509-628-1166

Email: lady.diane@verizon.net

The 2008 Washington Youth Outdoor Adventure Expo is made possible by a partnership between the Go Play Outside Alliance of Washington, its many outdoor associations, and the Washington Department of Fish and Wildlife.



Washington
Department of
FISH and
WILDLIFE

2008 Washington Youth Outdoor Adventure Expo

Connecting Youth to the Outdoors

Benton County Fairground
Kennewick, WA

May 16 - 17, 2008

FRIDAY 9 AM - 4 PM
SATURDAY 9 AM - 5 PM



FREE EVENT
FUN FOR THE WHOLE FAMILY



2008 Washington Youth Outdoor Adventure Expo



Hands-on activities and other educational opportunities for everyone regardless of age, physical ability, or experience.

The Expo will provide opportunities for wildlife enthusiasts and "wanna be" enthusiasts at all interest levels to get involved in the outdoors. Opportunities to learn entry-level and advanced outdoor skills and conservation concepts will be offered by experienced sportsmen and professionals. Expo activities focus on learning fish and wildlife related outdoor skills and the responsible, safe use of those skills; conservation and stewardship; and the ways in which one can get involved in the various outdoor recreational sports and natural resource conservation.

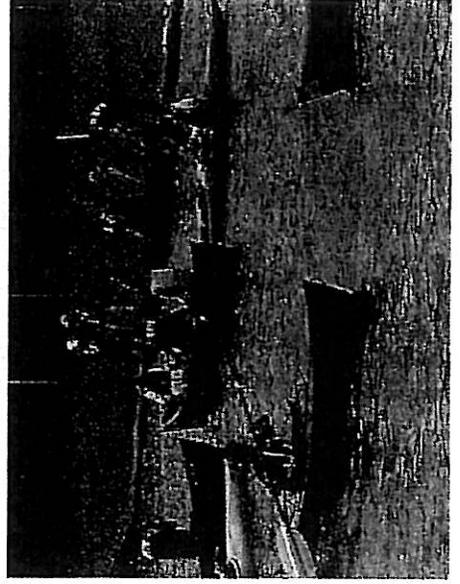
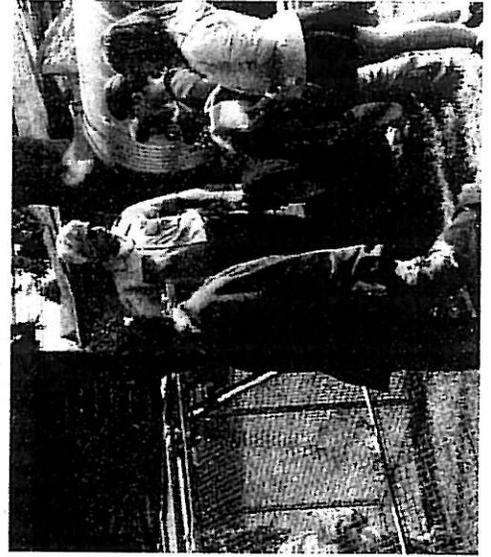
- Archery • Birding Trails
- Blacksmith Demo • Canoe Pond Casting • Citizen Science Connecting Places
- Endangered Species Exhibit
- Eyes in the Woods • Firearm Safety
- Fish Painting • Fly tying
- Game Species Checklist
- Geo-Caching
- GoHunt Mapping Demo
- Horse Packing Demo
- Large Carnivore Education
- Leave no Trace
- Aquatic Touch Tanks
- Natural Resource Career Fair
- National Archery in the Schools Outdoor Academy
- Partnership for Pheasants
- Project Cat • Pellet Guns
- Trout/Warm Water Species Fishing
- Raptor Demonstrations
- Rock Climbing • Wall roping
- Traditional Archery • Atlatl Waterfowl Habitat
- Wildwatch Camera • Wildlife Watching
- And much more!

BENTON COUNTY FAIRGROUNDS

May 16 - 17, 2008

FRIDAY 9 AM - 4 PM

SATURDAY 9 AM - 5 PM



BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **April 14, 2008**

LEASE AGREEMENT NUMBER: **062.08**

EVENT DATE(S): **May 16 and 17, 2008**

NUMBER OF DAYS: **4**

BUILDING(S) / AREA: **Grounds – Including Buildings 1, 2, 3, 4 and 16;
Carnival Area, Entertainment Area, Oak Street Area,
All Grass Areas**

LESSEE: **Washington Department of Fish and Wildlife**

MAILING ADDRESS: **600 Capitol Way North, Olympia, WA 98501-1091**

CONTACT: **William Brooks, Contract Officer**

WORK PHONE: **360-902-2433**

TIME OF THE EVENT: **May 16, 2008 – 9:00 am – 4:00 pm
May 17, 2008 – 9:00 am – 5:00 pm**

TYPE OF EVENT: **Youth Outdoor Adventure Expo**

ESTIMATED ATTENDANCE: **6000 – over the course of the event**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Washington Department of Fish and Wildlife (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

YOUTH OUTDOOR ADVENTURE EXPO ON THE GROUNDS – INCLUDING BUILDINGS 1, 2, 3, 4, CARNIVAL, ENTERTAINMENT, OAK STREET AND ALL GRASS AREAS ON MAY 16, 2008 FROM 9:00 AM UNTIL 4:00 PM AND MAY 17, 2008 FROM 9:00 AM UNTIL 5:00 PM WITH AN ESTIMATED ATTENDANCE OF 6000 PEOPLE OVER THE COURSE OF THE EVENT, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on May 13, 14, 15 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 5,200.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than April 30, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. LESSEE agrees to pay 0 for camping to the LESSOR for the duration of the EVENT.

5. CANCELLATION OF EVENT

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

- a. LESSEE and LESSOR agree that LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT. LESSOR is entitled to 0 of the revenues generated by such CONCESSIONAIRE(S).

7. NOVELTIES/SOUVENIRS

- a. LESSEE agrees to pay 0 of all novelty, souvenir and merchandise gross revenues (minus sales tax) to the LESSOR for the duration of the EVENT.

8. DAMAGE / CLEANING DEPOSIT

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than two million dollars (\$2,000,000) per occurrence for bodily injury or death of any one person and property damage and three million dollars (\$3,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage.** Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT. PROOF OF SELF INSURANCE OR PARTICIPATION IN A RISK POOL WITH EQUIVALENT COVERAGE AMOUNTS AS STATED ABOVE SHALL BE SUFFICIENT FOR PURPOSES OF THIS PARAGRAPH.
- b. LESSEE shall ensure that all vendors and contractors for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:
 1. If the vendor or contractor will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **commercial general liability policy which does not exclude claims for food poisoning, and must have limits of one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) general aggregate.**
- c. *Policies sufficient to meet these requirements are available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*
- d. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of food poisoning coverage, the proof must also include applicable endorsements and/or copies of the exclusions pages to evidence that such coverage is afforded.
- e. **All insurance policies required by this section shall include move-in and move-out days, as well as the event days and shall indicate these dates on the insurance certificate.**

- f. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- g. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- h. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;

10. PERMITS

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

11. SECURITY

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement.

12. SERVING ALCOHOL

- a. No alcoholic beverages may be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.

- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. TERMINATION OR AMENDMENT

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

14. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

15. FAIRGROUNDS CONTACT

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:
Jeff, Jim, Farrin or Denise 543-0060
- b. This person(s) may be contacted for the following reasons:
 - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
 - 2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
 - 1. The police department is summoned to the scene for any criminal

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

16. POLICIES AND PROCEDURES

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

I, William Brooks, Contract Officer (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Washington Department of Fish and Wildlife to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

LESSEE: Washington Department of Fish and Wildlife

BY: _____
Chairman of the Board

BY: _____
Date: _____

Date: _____

Name: _____
Title: _____

Approved as to form:

BY: _____
Civil Deputy Prosecutor

**EXHIBIT A
FEES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES**

DAMAGE/CLEANING DEPOSIT

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

DEPOSIT TOTAL: \$ 250.00

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

Grounds Area 4 Days = \$ 4,500.00

Includes: Buildings 1, 2, 3, 4, 16; Carnival, Entertainment, Oak Street,
And All Grass Areas
Also includes 3 (three) Move-In Days

BUILDING(S)/AREA TOTAL: \$ 4,500.00

EQUIPMENT RENTAL FEES

Included in Building Rate:
All Available Inventory - Chairs, Tables, Bleachers, Picnic Tables

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

Lessee will provide.

INSURANCE TOTAL: \$ 0

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

4 Yard Bin	6 Bins	3 Days	Included
30 Yard Bin	1 Bin	3 Days	450.00

REFUSE TOTAL: \$ 450.00

NAME: Go Play Outside Alliance of Washington

EVENT DATES: May 16, and 17, 2007

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>4,500.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>450.00</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 5,200.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) ORTHOPHOTO PROJECT

WHEREAS, the Washington State Department of Transportation possesses the staff and resources to fly over portions of the County and produce aerial photography; and

WHEREAS, the Washington State Department of Transportation possesses the staff and resources to scan the resultant aerial photographs to produce digital images; and

WHEREAS, the County is contracting with Yakima County GIS to ortho-rectify these scanned images to produce orthophotography which will greatly enhance the GIS and property management functions of the County; and

WHEREAS, a contract has been prepared for the services necessary to fly Benton County, and to produce and scan the resultant color aerial photography; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners that the contract for aerial photography and digital scanning services between Benton County and the Washington State Department of Transportation is hereby approved, and that the Chairman is authorized to sign said agreement.

Dated this 5th day of May, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**AGREEMENT BETWEEN
BENTON COUNTY
AND STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
GCA 5723**

INTERAGENCY AGREEMENT

This Agreement is between the Washington State Department of Transportation, hereinafter the "STATE," and BENTON COUNTY, hereinafter the "COUNTY," referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, BENTON COUNTY has a need for aerial photography and associated digital imagery of BENTON COUNTY (including the USDOE HANFORD SITE), which the COUNTY is unable to provide on its own; and

WHEREAS, the STATE is able to provide this service through its Geographic Services Offices; and

WHEREAS, the COUNTY now requests the STATE to utilize the staff, facilities, and equipment of the STATE's Geographic Service Office to perform this work,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS

1. PURPOSE AND PRODUCT OWNERSHIP

1.1 The purpose of this Agreement is to provide the COUNTY with aerial photography and associated digital imagery of BENTON COUNTY (including the USDOE HANFORD SITE) as described in this Agreement. The STATE shall own and retain all original aerial negatives. Digital copies of aerial negatives and associated data may be made available for the STATE's use and to others, with any associated costs being paid for by the requesting party.

2. SCOPE OF WORK

2.1 The STATE shall provide to the COUNTY aerial photography and associated digital data for all land within the COUNTY, utilizing the staff, facilities, and equipment of the STATE. Such photography and digital data shall be provided according to EXHIBIT A, Project Specifications, and Attachment 1 to Exhibit A, which are attached and incorporated into this Agreement..

2.2 The deadline for delivery of the services and products by the STATE under this Agreement is as set forth in EXHIBIT A.

2.3 All COUNTY written requests for work, all STATE costs and time estimates, and all written acceptances by the COUNTY shall automatically become a part of this Agreement as if fully incorporated herein.

2.4 This Agreement does not preclude the COUNTY from obtaining geographic services from any other source at the option of the COUNTY. However, since the STATE does not compete with private enterprise, the STATE will not accept any work during any time in which a private enterprise is bidding or negotiating to provide similar services in response to an advertisement of solicitation by the COUNTY.

3. TERM OF AGREEMENT

3.1 This Agreement shall become effective upon the date of execution and shall remain in force until June 30, 2009. Either Party may terminate this Agreement by providing written notice to the other Party. If the COUNTY elects to terminate the Agreement, the COUNTY shall reimburse the STATE for actual direct and related indirect costs of services performed up to the date of such termination, and the COUNTY shall receive all completed deliverable products resulting from such services.

4. PAYMENT

4.1 The COUNTY agrees to pay for 100% of all direct and related indirect costs of all products and services provided by the STATE at the current rates in effect at the time the work is performed by the STATE. Attached, and herein incorporated into this Agreement, is EXHIBIT B, Budget, which is the STATE's estimate of those costs according to its current rate schedule.

4.2 If the STATE anticipates that an adjustment of the rates will be necessary before the work can be scheduled, the STATE will provide the COUNTY with written notice of the change and a new estimate of the cost of the work agreed upon. The COUNTY will provide written acceptance of cost and delivery schedules prior to commencement of work by the STATE, or shall terminate this Agreement.

4.3 If, during the progress of the work, the anticipated costs of the services are expected to exceed the estimated cost for the work or the projected completion date

exceeds the estimated completion date, the STATE shall notify the COUNTY in writing of said increased cost or additional time. The COUNTY agrees to pay any increased costs but shall have the option to cancel work that has yet to be performed.

4.4 The COUNTY agrees to make payment for the work within thirty (30) days from receipt of a STATE invoice.

4.5 If the COUNTY does not make payment for the work within ninety (90) days after receipt of a STATE invoice, the STATE may deduct and expend any monies to which the COUNTY is entitled to receive from the Motor Vehicle Fund.

5. AMENDMENTS

5.1 This Agreement may be amended at any time by the mutual written consent of the Parties.

6. NON-DELEGATION / NON-ASSIGNMENT

6.1 Neither Party may delegate the performance of any contractual obligation to a third party unless mutually agreed in writing. Neither Party may assign this Agreement without the written consent of the other Party.

7. DISPUTE RESOLUTION

7.1 In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute shall be settled in the manner following: Each Party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with the two Parties to this Agreement. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties hereto. All costs associated with the appointment of the third member shall be equally divided between the two Parties.

8. SEVERABILITY

8.1 In the event any term or condition of this Agreement, or application thereof, to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid terms, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

9. ENTIRE AGREEMENT

9.1 This Agreement incorporates all the agreements, covenants, and understandings between the Parties. No agreement of understanding, verbal or otherwise, of the Parties shall be valid or enforceable unless embodied in this Agreement.

IN WITNESS WHERE OF, the Parties hereto have executed this Agreement the month, day and year last written below.

BENTON COUNTY

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

BY: _____
BOARD OF COUNTY COMMISSIONER
Benton County, Washington

BY: George Spencer
George Spencer, Manager
WSDOT Geographic Services Office

DATE: _____

DATE: 4-25-08

APPROVED AS TO FORM:
Attorney for Benton County

APPROVED AS TO FORM:
Assistant Attorney General

BY: _____

BY: Carol Salay

DATE: _____

DATE: 4-23-08

EXHIBIT "A"

PROJECT SPECIFICATIONS BENTON COUNTY AERIAL PHOTOGRAPHY As requested by BENTON County GIS on 3/18/08

Services and products provided by Washington State Department of Transportation.

1.1 Aerial Photography

Aerial imagery shall be collected for BENTON County (excluding the Hanford Federal Reservation) to serve as the basic source for generating the digital ortho imagery required for the project. See ATTACHMENT 1. Project Area Map.

1.2 Capture Aerial Imagery

WSDOT will schedule the flight of the project for late April, 2008 or as soon thereafter as weather permits, but no later than August 31, 2008.

Materials and information to be provided

Aerial camera:

Camera system will be a Zeiss Jena LMK 2000 equipped with a 8 ¼ inch focal length Lamegoron lens, stabilized mount and image motion compensated film magazines.

Aerial Film:

Film will be AGFA AVIPHOT Color X-100 PEI negative film with same emulsion number used throughout the project.

All film titling shall be positioned to the North edge of each exposure. All characters shall be .2 inch high in opaque ink and clearly show on all negatives. Beginning in the left corner and reading to the right the title of each negative list the month, day, and year; followed by the nominal scale (1:24,000); followed by the project title (BENTON CO) and then near the right corner, the respective flight number (sequential); with its unique exposure number for that flight line.

Photo spot index map:

A photo spot index map shall be prepared by WSDOT and provided to the COUNTY Following the acceptance and titling of all negatives. The photo flight lines shall be located and indicated on the map.

1.3 Scanned Images:

WSDOT Aerial Photography Branch will scan all negatives at 12.5 micron resolution to produce 12 inch ground sampling distances (GSD).

Digital Scanner:

The digital scanner is a Leica Digital Scanning Workstation 700 using SCAN and Fast Dodger software. The system is calibrated by the WSDOT technician just prior to starting your project..

The color balance profile for the entire project will be established in the WSDOT digital studio. The WSDOT will digitally scan the project using this solution as the standard.

WSDOT will dodge these raw images in their digital studio and then transfer them to a Western Digital, 1TB hard drive for delivery to: YAKIMA COUNTY GIS, 128 N 2nd Street, Rm. 106, YAKIMA WA. 98901-2631: ATTN: MICHEAL MARTIAN.

Upon completion of the ortho photo process images, BENTON County GIS will forward one complete set of BENTON COUNTY ortho corrected images, (on a 1TB external hard drive provided by WSDOT) to Jim Walker, WSDOT Aerial Photography Branch, 1655 2nd AVENUE SW, TUMWATER, WA. 98512-6951.

Contact information subsequent digital services and/or products is telephone 360-709-5550; FAX 360-709-5599; email walkerj@wsdot.wa.gov

2008 Benton County Orthophoto Project Area

Exhibit A

(attachment 1)

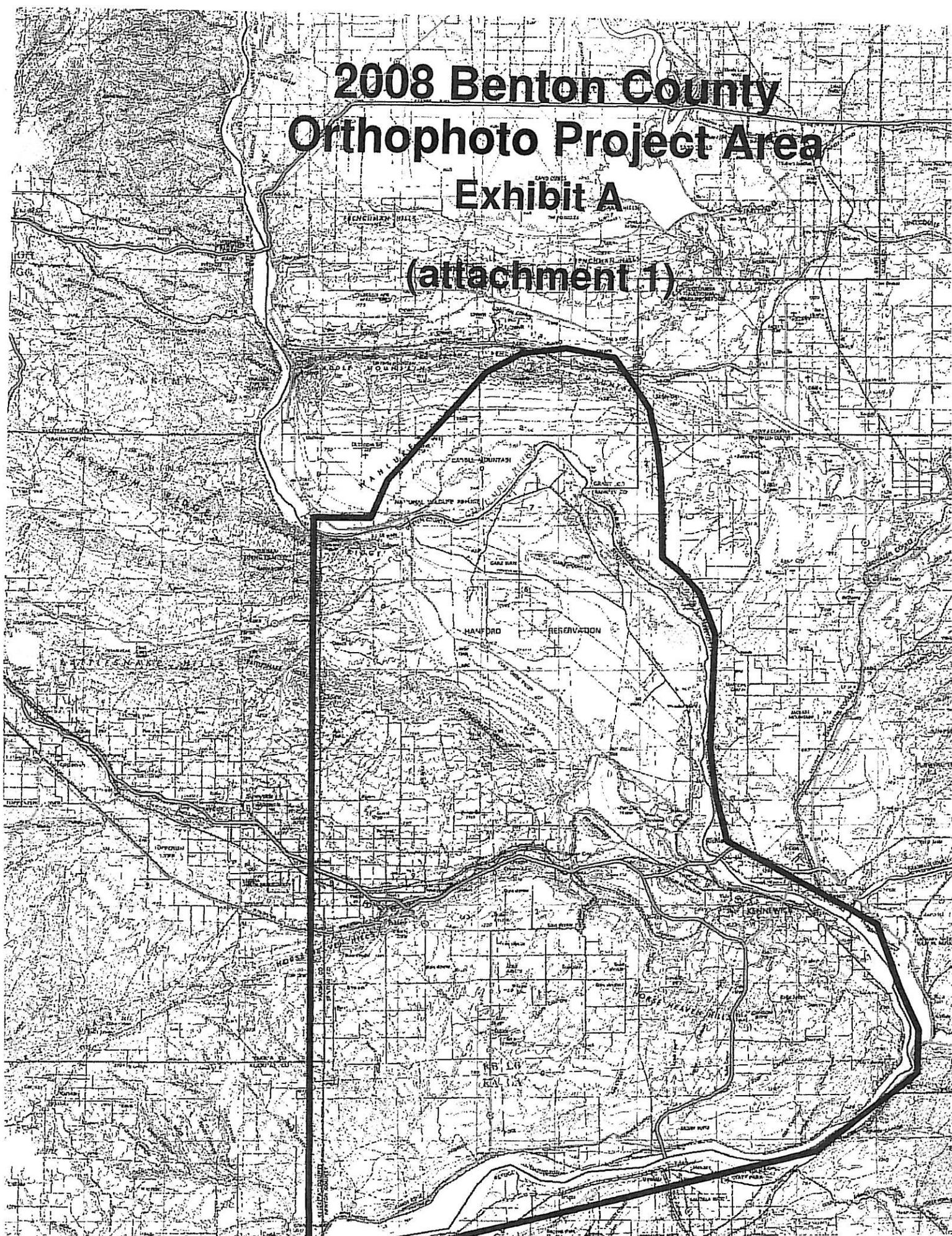


EXHIBIT "B"

BUDGET 2008 Benton County Ortho Photo Project

<u>Flight and Acquisition of Negatives</u>	<u>\$39,400.00</u>
<u>Negative Scanning</u>	<u>\$7,164.00</u>
<u>SUB TOTAL</u>	<u>\$46,564.00</u>

<u>*DTM Update / Collection</u>	<u>Performed by Yakima County GIS</u>
<u>Aerotriangulation</u>	<u>Performed by Yakima County GIS</u>
<u>Project Planning</u>	<u>Performed by Yakima County GIS</u>
<u>Import / Format Imagery</u>	<u>Performed by Yakima County GIS</u>
<u>Ortho Creation: Seam Line creation</u>	<u>Performed by Yakima County GIS</u>
<u>Ortho Creation: Bridge correction</u>	<u>Performed by Yakima County GIS</u>
<u>Ortho Creation: Ortho Tile</u>	<u>Performed by Yakima County GIS</u>
<u>Ortho Compression</u>	<u>Performed by Yakima County GIS</u>

Source of Funds

<u>WSDOT (In-kind contribution)</u>	<u>\$5,122.00</u>
<u>Benton County Reimbursement to WSDOT</u>	<u>\$41,442.00</u>
<u>*TOTAL</u>	<u>\$46,564.00</u>

* No cost to the STATE for Yakima County GIS work. Those costs are BENTON COUNTY'S responsibility under a separate agreement they have with Yakima County GIS.

** Per Reciprocal Agreement OH-00138 the STATE will not bill the COUNTY for overhead costs.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: Monday, May 5, 2008 Subject: Settlement Agreement for Corrections Floating Holiday Grievance Prepared by: Sarah Perry Reviewed by:	Execute Contract _____ Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____ _____ _____		Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Before the Board for approval and signature is a Resolution and Settlement Agreement with Teamsters Local 839 as full and final resolution of a pending grievance under the Corrections collective bargaining agreement (CBA). This grievance involves a disagreement by the parties as to application of terms of the CBA relating to deferred holidays and the floating holiday. The attached proposed settlement agreement clarifies the CBA language and resolves the issues.

SUMMARY

Approve and sign the Resolution and Settlement Agreement.

MOTION

I move to approve and sign the Resolution and Settlement Agreement between Benton County and Teamsters Local 839.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE SETTLEMENT AGREEMENT BETWEEN BENTON COUNTY AND BENTON COUNTY TEAMSTERS LOCAL 839, REPRESENTING CORRECTIONS OFFICERS OF THE SHERIFF'S OFFICE

WHEREAS, Benton County has negotiated and reached an agreement with Teamsters Local 839 to resolve the Teamsters' December 4, 2007 grievance concerning deferred holidays and the floating holiday for Corrections Officers; and

WHEREAS, the attached Settlement Agreement clarifies language in the collective bargaining agreement regarding these issues, and Benton County Board of Commissioners finds it to be in Benton County's interest to enter into the Agreement; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners approves the Agreement as negotiated and is authorized to sign the same.

Dated this day of, 2008

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

SETTLEMENT AGREEMENT
Between
BENTON COUNTY
and
TEAMSTERS LOCAL NO. 839,
WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION
Representing SHERIFF'S OFFICE CORRECTIONS OFFICERS

This Settlement Agreement is entered into by and between Benton County (Employer) and Teamsters Local 839, representing Sheriff's Office Corrections Officers (Union) as a full and final resolution of the Union's December 4, 2007 Floating Holiday Grievance. To fully and forever resolve that grievance, the parties agree as follows:

1. Effective January 1, 2008, the following new section is added to Article 18 ("Holidays") of the parties' 2007 – 2009 Collective Bargaining Agreement (CBA):

18.6 Deferred Holidays:

18.6.1 Employees may elect to defer their holiday pay (eight hours for each holiday) and receive it in the December paycheck. Deferred holidays include the holidays listed in section 18.1, except for Christmas Eve and Christmas Day, which may not be deferred. If an employee elects to defer holidays, he/she will make the request in writing, on a form provided by the Employer during the month of December for the following year. An employee who elects to defer holidays will have all the holidays (except Christmas Eve and Christmas Day) deferred. If the employee does not elect in writing to defer holidays, the eight hours of holiday pay for each holiday will be included in the monthly pay period in which the holiday occurred.

18.6.2 Deferral of Floating Holiday: If an employee elects to defer holidays but then wishes to take the floating holiday off, he/she must submit a written leave request for the floating holiday off without pay. Request and approval of a floating holiday off will be in accordance with section 18.2, except that the Employer will provide a written response within two working days.

An employee who defers holidays and then requests and is granted the floating holiday off will have the day off without pay. This day off without pay is an exception to section 29.3, but employees may use this day off for authorized off-duty employment in accordance with Sheriff's Office policy.

If an employee elects to defer holidays, requests the floating holiday off with at least 10 days advanced notice, and is denied the requested floating holiday on two occasions, in two different calendar months, the employee

will be paid at time and one-half for actual hours worked on the second-denied day off. In addition, the employee will be paid the eight hours of holiday pay for the deferred floating holiday in the December paycheck.

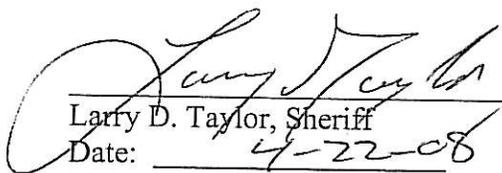
Example: On February 1, employee requests February 15 off and the request is denied. On February 3, employee requests March 15 off and the request is denied. Employee receives time and one-half pay for hours worked on March 15.

2. No other language in the CBA is amended or intended to be changed or modified by this Settlement Agreement.
3. Any disputes regarding the interpretation or application of this Settlement Agreement shall be resolved pursuant to the terms and conditions of the grievance procedure set forth in the 2007 – 2009 CBA or the successor to that agreement.

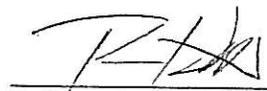
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Settlement Agreement and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON COUNTY SHERIFF'S
OFFICE**

TEAMSTERS LOCAL 839



Larry D. Taylor, Sheriff
Date: 4-22-08



Robert C. Hawks, Secretary-Treasurer
Date: 4-14-08

**BENTON COUNTY BOARD OF
COMMISSIONERS**

Chairman
Date: _____

Member

Member

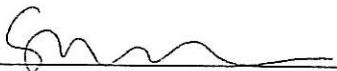
Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:

Clerk to the Board

Date: _____

Approved as to form:



Sarah H. Perry, Deputy Prosecuting
Attorney

Date: 4/21/8

RESOLUTION

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2008
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Sheriff, Auditor; File, LSK

J. Thompson

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.210	6410	Capital Outlay - Vehicles	\$7,880	521.210	9401	Computer Purchases	\$7,880
TOTAL			\$7,880	TOTAL			\$7,880

Explanation:

Benton County Sheriff's Office was awarded an FY-2007 Buffer Zone Plan Grant in the amount of \$182,188.32 to be used towards the start-up cost of upgrading the in-car video systems used in the patrol vehicles from VHS to Digital. BCSO went to bid and received bids for systems that didn't include the necessary server to adequately run the operating system and store video files. The following line item transfer is needed to move the funds from 594.21.6410 Capital Outlay Vehicle to 521.210.9401 Computer Purchases so Central Services may purchase the server and place it on the Replacement Schedule.

Prepared by: Julie Thompson

Date: _____

Approved

Denied

Date: _____

Chairman

Member

Member

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution <u>XX</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: 05-05-08			
SUBJECT: Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for guardian ad litem expenditures			
Prepared By:	Pat Austin		
Reviewed By:			

BACKGROUND INFORMATION

The Superior Court was notified that Benton & Franklin Counties are entitled to up to \$16,000 for FY 2007/2008 to reimburse the court for costs related to guardian ad litem services related to residential placement of and /or visitation with the minor children of a marriage is at issue, primarily cases involving substance abuse or domestic violence. The Superior Court is requesting Benton County and Franklin County to authorize entering into an Interagency Agreement with the State Office of Court Administration for reimbursement of qualified costs consistent with the attached agreement.

SUMMARY

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA08369 between the State of Washington Administrative Office of the Courts, Benton County and Franklin County.

FISCAL IMPACT

The State of Washington Administrative Office of the Courts will provide reimbursement to the Benton and Franklin Counties Superior Court up to the amount of \$16,000.00 for the term of July 22, 2007 through June 30, 2008.

MOTION

I move to sign Benton County resolution no. _____ and sign Interagency Agreement #IAA08369 with the State of Washington Administrative Office of the Courts for the period of April 1, 2008 through June 30, 2008.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

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

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

BE IT RESOLVED, that the Boards of Benton County and Franklin County are hereby authorized to sign, on behalf of Benton County and Franklin County.

DATED this _____ day of _____, 2008.

BENTON COUNTY BOARD OF COMMISSIONERS

Claude Oliver, Chairman of the Board

Max Benitz, Member

Leo Bowman, Member

ATTEST:

Clerk of the Board

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

///

///

DATED this _____ day of _____, 2008.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Robert Koch, Chairman of the Board

Neva Corkrum, Member

Richard Miller, Member

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

ATTEST:

Clerk of the Board

INTERAGENCY AGREEMENT IAA08369
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
And

BENTON & FRANKLIN COUNTIES
7122 W. Okanogan Place, Building A
Kennewick, WA 99336-2359

THIS CONTRACT is entered into by and between the Administrative Office of the Courts ("AOC"), Benton County, and Franklin County ("Contractor"), on behalf of Benton & Franklin Counties Superior Court, a bi-county judicial district, ("Court").

1. PURPOSE

The purpose of this contract is to provide funding to the Contractor for reduced or waived fee guardian ad litem (GAL) services, as provided by the legislature pursuant to 2SSB 5470, Chapter 496, Laws of 2007. AOC will distribute funds to Contractor in accordance with Section 4a. COMPENSATION.

2. TO QUALIFY FOR REIMBURSEMENT THE CONTRACTOR MUST ENSURE THE FOLLOWING CONDITIONS ARE MET:

- a. Contractor may receive reimbursement for GAL services (and expenses related to such services) provided to a person proceeding in forma pauperis in a Chapter 26.09 RCW proceeding where residential placement of and/or visitation with the minor children of the marriage is at issue.
- b. Preference will be given by Contractor to assigning GALS to cases involving substance abuse or domestic violence.
- c. The Court must cooperate with AOC with regard to gathering and reporting data, which data may include a summary of the contested issues of cases where such appointments of guardians ad litem were made, the number of hours expended by the GAL on a per case basis, the total amount of funds awarded on a per case basis, a summary of the results of the case (e.g., whether and at what point relative to the GAL appointment settlement was reached, the resolution of the case after trial as to parenting arrangements). These data elements may change from time to time.

- d. The Court shall appoint only GALs who are on the court's GAL registry and in good standing, absent exigent circumstances as documented by the Court in the order appointing the GAL, or an employee of the Court who provides GAL services.
- e. The Court shall not use these funds for retainers or any other advanced payment to a GAL before services are rendered.
- f. AOC reserves the right to refuse requested payment for services if the GAL engages in conduct in violation of court rules, statute or court order during the pendency of the appointment for which payment is sought from AOC.
- g. AOC reserves the right to reallocate FY08 funds not expended by the Contractor by May 20, 2008

3. PERIOD OF PERFORMANCE

The term of this Agreement shall be from April 1, 2008 through June 30, 2008.

4. COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$16,000.00 for costs incurred by Contractor at anytime during FY 2008 (July 22, 2007 through June 30, 2008). Reimbursements will be distributed as follows: Benton and Franklin Counties Superior Court - \$16,000.
- b. Contractor shall receive payment for reimbursement for GAL services (and expenses related thereto) as set forth in Section 2.
- c. Contractor shall not be reimbursed until A-19 invoices are received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. In order to receive payment, Contractor shall submit a paper A-19 invoice to AOC, and shall additionally submit completed Documentation of Guardian ad Litem Services (see Exhibit A, attached and incorporated herein by reference).
- f. The Contractor shall submit its paper A-19 invoices to AOC Financial Services, PO Box 41170, Olympia, Washington 98504-1170 no more frequently than monthly. The Contractor shall submit its completed Documentation of Guardian ad Litem Services (Exhibit A) electronically to Janet.Skreen@courts.wa.gov. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed Documentation of Guardian ad Litem Services (see Exhibit A).
- g. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

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

5. **TREATMENT OF ASSETS AND PROPERTY:** The Contractor shall not use any funds received under this Agreement to purchase fixed assets or personal property.

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

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

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

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

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

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

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

11. **DISPUTES:** Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Contractor, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.
12. **TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
13. **GOVERNANCE:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules;
 - and
 - b. Any other provisions of the agreement, including materials incorporated by reference.
14. **ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
15. **WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
16. **SEVERABILITY:** If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.
17. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

<p>AOC Program Manager: Janet Skreen</p> <p>PO Box 41170 Olympia, WA 98504-1170 (360) 705-5252 Janet.Skreen@courts.wa.gov</p>	<p>Contractor Program Manager: Patricia Austin Superior Court Administrator 7122 W Okanogan Pl, Bldg A Kennewick, WA 99336-2359 (509) 736-3071 pat.austin@co.benton.wa.us</p>
---	---

AGREED:

THE ADMINISTRATIVE OFFICE OF
THE COURTS

CONTRACTOR
BENTON COUNTY COMMISSIONERS

Dirk Marler, Director
Judicial Services Division

Signature

Printed Name

Date

Date

CONTRACTOR
FRANKLIN COUNTY COMMISSIONERS

Approved as to Form:

Signature

Benton County Deputy Prosecuting Attorney

Printed Name

Date

Approved as to Form

Franklin County Deputy Prosecuting Attorney

Description of GAL Services

County Superior Court Contract No. _____

Case Number: _____

Type of Case (initial dissolution/separation, modification, etc.) _____
Hourly Rate: _____ No. Hours for this Case _____

\$ Amt. for Hours _____ Costs _____ Total _____

Case Number: _____

Type of Case (initial dissolution/separation, modification, etc.) _____
Hourly Rate: _____ No. Hours for this Case _____

\$ Amt. for Hours _____ Costs _____ Total _____

Case Number: _____

Type of Case (initial dissolution/separation, modification, etc.) _____
Hourly Rate: _____ No. Hours for this Case _____

\$ Amt. for Hours _____ Costs _____ Total _____

Case Number: _____

Type of Case (initial dissolution/separation, modification, etc.) _____
Hourly Rate: _____ No. Hours for this Case _____

\$ Amt. for Hours _____ Costs _____ Total _____

Case Number: _____

Type of Case (initial dissolution/separation, modification, etc.) _____
Hourly Rate: _____ No. Hours for this Case _____

\$ Amt. for Hours _____ Costs _____ Total _____

Case Number: _____

Type of Case (initial dissolution/separation, modification, etc.) _____
Hourly Rate: _____ No. Hours for this Case _____

\$ Amt. for Hours _____ Costs _____ Total _____

9.05

<p>AGENDA ITEM MTG. DATE: May 5, 2008 SUBJECT: Appeal of Admin. Decision - SHPA 08-04 Michael Grimes MEMO DATE: April 29, 2008 Prepared By: R.J. Lott Reviewed By: Mike Shuttleworth</p>	<p>TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

On April 4, 2008, our office received a written appeal letter from Michael Grimes to the Board of County Commissioners regarding the Short Plat Administrator's requirement to provide a 40-foot access easement for their short plat approval. On March 7, 2008 Mr. Grimes submitted to the Planning Department a short plat application SHP 08-04 to subdivide 1.01 acres into 2 lots. On April 1, 2008, Mr. Grimes was sent a letter from this office indicating that the Short Plat would be approved provided 18 conditions were satisfied. Item No. 5 stated the private easement must have a width of at least 40 feet. Item No. 6 stated that the private road easement must be offset at least 15 feet. The Short Plat map submitted with the application does not show a private road easement serving the short plat from Allenwhite Dr. The same map shows the private road easement serving lot 2 being adjacent to the property line. While this proposed short plat is within unincorporated Benton County, the access to the property is within the City of Richland. Also using the same proposed access route are three existing lots, separate from the lot to be short platted.

Attached to this memo are copies of comments from Rick Simon, Planning Manager, City of Richland, February 27 and April 17, 2008, Jason Reathaford, Engineering Technician, City of Richland and April 21, 2008 letter from the Planning Department. Also attached to this memo are: the appeal letter from the applicant; copy of the proposed short plat and an aerial photo of the site.

SUMMARY

Michael Grimes is requesting that the Board grant his appeal to the Short Plat Administrator's decision that a 40-foot private road easement be provided to serve this plat prior to the recording of the short plat and that proposed private road easements be placed at least 15 feet from property lines. The Board following the public hearing may affirm or reverse the Short Plat Administrator's decision or remand the application back to the Short Plat Administrator with instructions to approve the same upon compliance with the conditions imposed by the Board, if any.

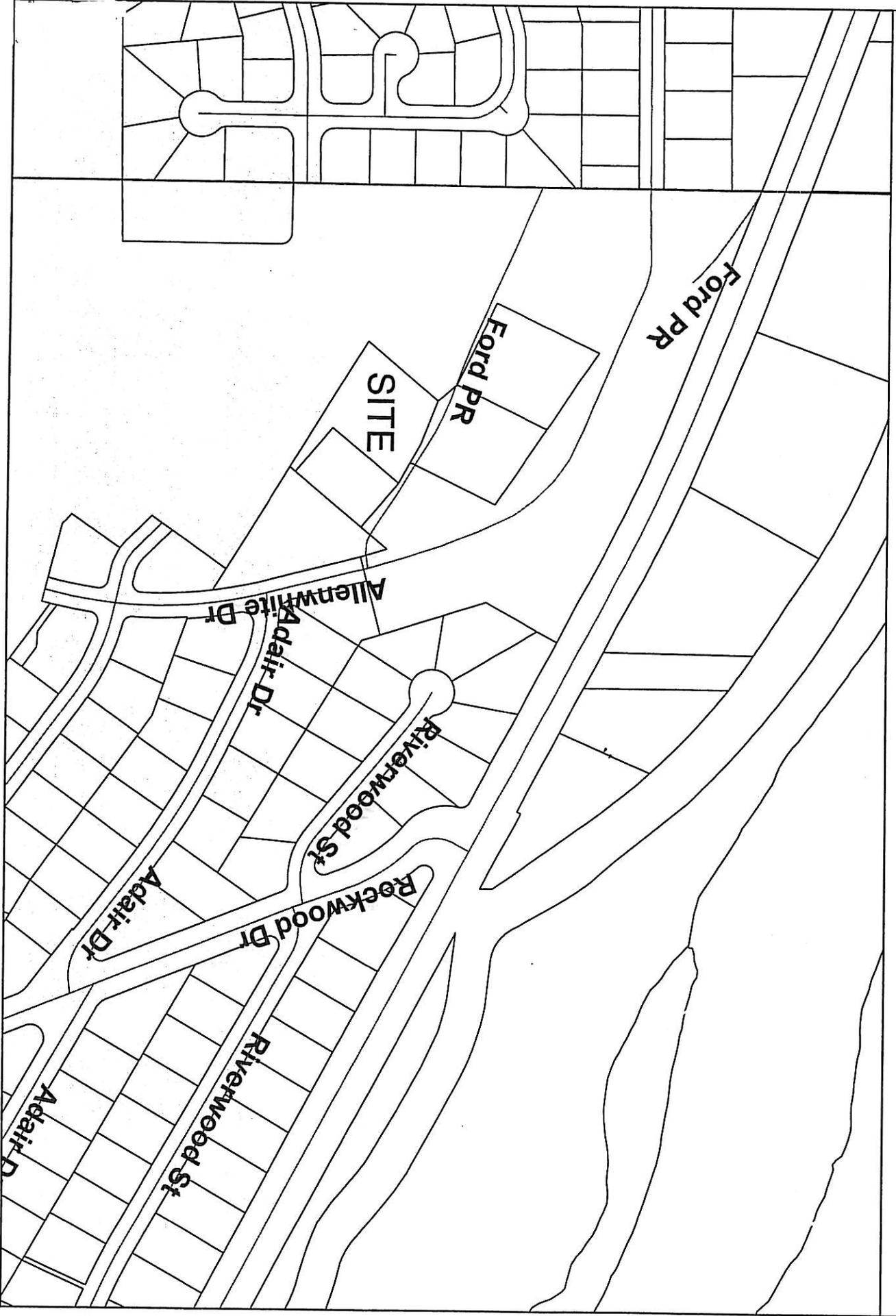
RECOMMENDATION

The Planning Department recommends that the Board approve the applicant's request to serve the proposed short plat with a 20-foot private road easement and that proposed private road easements be located within this short plat without a setback requirement and remand the application back to the Short Plat Administrator with instruction that Short Plat Application 08-04 be approved with all the condition except condition #5 be modified so that the short plat can be served by a 20-foot private road easement and that condition #6 be eliminated.

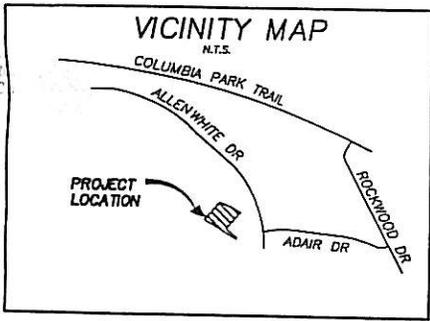
FISCAL IMPACT - None

MOTION

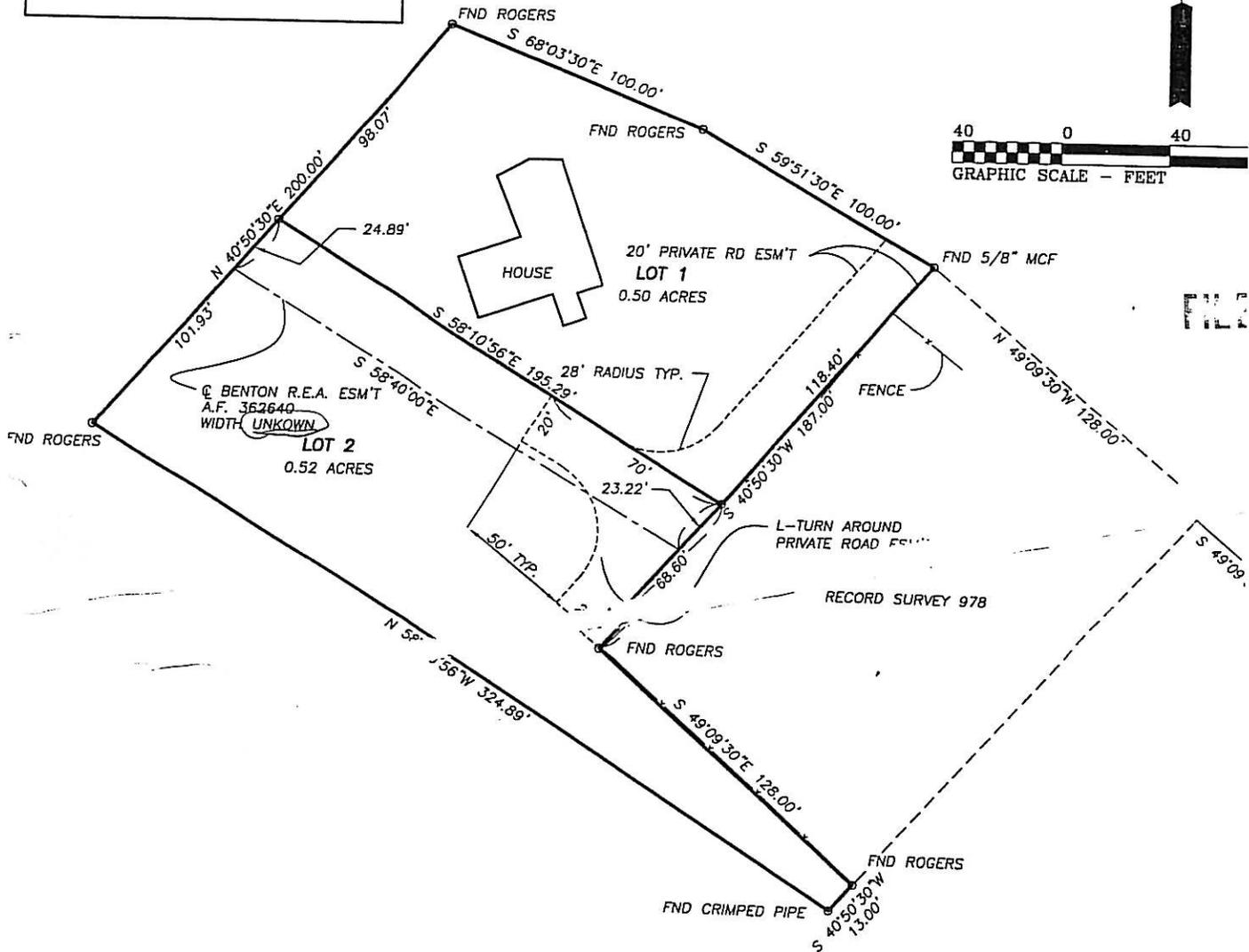
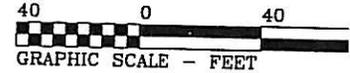
The Planning Department recommends the following motion: The Board of County Commissioners approve Michael Grimes' request to serve their short plat with a 20-foot private easement and remand the application to the Short Plat Administrator with instructions to eliminate item #6 and to modify item #5 in the January 30, 2008 letter to read as follows: "A 20-foot private easement must serve this short plat from Allenwhite Dr. to the Northeast property corner of Lot 1. The appropriate width and AF number of each easement is to be shown on the short plat."



Benton County does not warrant, guarantee, or accept any liability for accuracy, precision or completeness of information shown hereon or for any inferences made herefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranties, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and here void. The information shown herein is a preliminary product of the Benton County Geographic Information System, and is prepared for presentation purposes only.

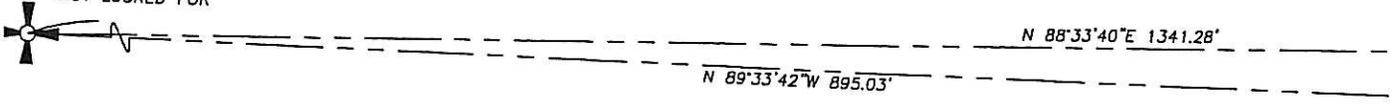


1-2389-300-0004-000



1-2398-300-0002-013

SW CORNER SECTION 23 (9-28) W.M.
NOT LOOKED FOR



Benton County Planning Department

Planning Annex, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

April 1, 2008

Mike Grimes
3619 S. Benton Pl.
Kennewick, WA 99337

FILE COPY

RE: Proposed Short Plat SHP 08-04

This office has reviewed the above referenced short plat, and has found that it generally complies with Benton County Codes Titles 9 & 11 and the intent of the Benton County Comprehensive Plan. Short Plat 08-04 has conditionally been approved and will be recorded by the Planning Department provided you and your surveyor satisfy the following requirements within one (1) year of the date of this letter.

Please note: Those requirements listed below that require changes to the Mylar (the final drawing of the short plat) are to be completed by your surveyor.

1. All signatures on the short plat must be signed in **permanent, reproducible black ink** on the original Mylar. Ball point pen or felt tip pen is not acceptable. All signatures listed in the owner's certificate must be notarized. **(Notary stamps can only use black ink, no other colors will be recorded per WAC 332-130-050).** Notary stamps cannot obscure any wording.

Prior to recording the short plat, the Benton County Planning Department will obtain the signatures of the Treasurer, Short Plat Administrator, and Auditor.
2. All taxes through the end of the current year must be paid, including any previous year's unpaid taxes.
3. A recording fee of \$108.00 plus \$1.00 for each additional page of Mylar, payable to the Benton County Auditor is required. The fee is to be submitted after the Benton County Short Plat Administrator has signed the final copy of your short plat.
4. An updated title report must be submitted with the final short plat Mylar. The title report cannot be more than two (2) months old at the time of recording the short plat. Please be sure that the updated title report contains the vested parties of the short plat.
5. A 40-foot non-exclusive perpetual private road easement, not including any utility or irrigation easements, must serve this short plat from Allenwhite Drive to the northeast corner of the proposed short plat. Please be sure to include the appropriate AF number.

6. The private road easement must be offset at least 15 feet from the southeast property line so that building setbacks do not encroach onto the neighboring parcel.
7. Please shade and label slopes greater than 15%.
8. The Benton-Franklin Health District has no additional requirements if City water and sewer supply both lots. On file, is a copy of a February 27, 2008, letter from the City of Richland stating that the property at 1061 Allenwhite is can be served by City services. However, the letter does not state that the City will be able to serve *both* lots. Please forward confirmation from the City that each lot will be served by City sewer and water.
9. Please show that the residence on lot one is at least 10 from the south property line.
10. Please add a 10-foot utility easement over the southwest 10 feet of lot 2 and the northwest 10 feet of both lots.
11. The last paragraph of the legal description does not match the legal in the title report. Line four of the second paragraph should read, "...40d50'30"west to the true point of beginning...".
12. This short plat does not appear to be within an irrigation district. Please remove the signature block for Badger Mountain Irrigation District.
13. Please show lots 1 and 2 of Heritage Hills No. 5 block 4.
14. Please correct the spelling of "unknown" for the Benton REA easement under AF 362640.
15. Please replace note 4 with the following:

"Address numbers [noted in brackets] have been assigned by the City of Richland and are subject to change."
16. Please add the following notes to the short plat:

"No building or FAS occupancy permit shall be issued until the private road easement has been improved from the county, city or state road to the lot for which the permit is requested, to the standard provided in BCC 3.18."

"Portions of this short plat are located within a critical resource area classified as geologically hazardous (steep slopes and landslides). No building permits or FAS permits will be issued on these areas until a

Determination of Consistency is issued finding that the site and development are assured of long term stability and structural integrity."

"The development on slopes (15% or greater) within this short plat must be engineered by a licensed professional engineer registered in the State of Washington and showing experience and knowledge in the practice of soils mechanics, to insure safety and long term structural integrity according to the geologic conditions of each lot."

"No driveways or private road easements shall exceed a slope of 12%, unless otherwise approved by the Benton County Fire Marshal. The road design plans and profiles must be submitted to the Fire Marshal prior to road construction. All lots must make adequate provisions for site drainage as approved by the Benton County Building Official."

"Road grades of 12" or greater must be engineered by a licensed professional engineer registered in the State of Washington, and approved by the Fire Marshal prior to road construction. The grade and finish of the private road will need to meet the current standards and policies at the time the road is constructed."

"No man-made slopes on these lots shall exceed a ration of 2 feet horizontal to 1 foot vertical rise unless the site plan has been approved by the Benton County Building Department for retaining walls or similar structures which are used for bank stabilization."

"When determined by the Fire Marshal, non-combustible siding, skirting and soffit material is required on the down hill side of structures within 30 feet of a 15% or greater grade. Please contact the Benton County Fire Marshal for more information."

"This short plat is not located within an irrigation district."

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

"The private road easement located within this short plat is intended to serve lots 1 and 2 only."

OR

"The private road easement located within this short plat may be extended to serve lots outside of this short plat."

18. The surveyor must sign and date the short plat. Please be sure to include the handwritten date of the expiration of the licensed surveyor.

Any person aggrieved by the decision of the Short Plat Administrator to approve or disapprove a proposed short plat may appeal the decision to the Board of County Commissioners within fourteen (14) days following the issuance of the Planning Director's decision was mailed to file a written appeal with the Planning Director. The

appeal must be submitted to the Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA 99350. A non-refundable fee of \$100.00 must accompany the written appeal. In addition to the \$100.00 fee, the applicant must also pay the cost of legal advertising. The Board, following an open record hearing thereon, may affirm or reverse the Administrator's decision, or may remand the application to the administrator with instruction to approve the same upon compliance with conditions imposed by the board.

No changes other than those noted above are to be made on the face of the short plat Mylar. The Mylar drawing of the short plat should be revised by your surveyor and submitted back to this office as soon as possible for recording. Please note: The Benton County Planning Department will not record this proposed short plat until all requirements listed above have been completed, and until any and all necessary evidence needed to show that the requirements have been complied with has been presented to the Planning Department by the applicant. It is not the responsibility of the Benton County Planning Department to complete the items necessary to record the short plat for the applicant.

If you have any questions, please do not hesitate to contact this office.

Sincerely,



R.J. LOTT
Associate Planner
Benton County Planning Department

CC: Worley Surveying

Benton County Planning Department

Planning Annex, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

April 4, 2008

Rick Simon, Planning Manager
City of Richland
PO Box 190
Richland, WA 99352

FILE COPY

RE: Grimes Short Plat of 1061 Allenwhite Dr.

Mr. Simon,

As you may be aware, our office is in receipt of a short plat application for parcel 1-2398-300-0005-000. The applicant, Mike Grimes, has appealed a few of the items that Benton County requires prior to the recording of his short plat. I am hoping that you can clarify where the City of Richland stands on this proposal.

One of the items is the required width of the private road easement that extends from Allenwhite Drive to the northeast corner of the short plat. Benton County Planning is in receipt of a 20-foot easement recorded under AF 2008-005755. If this short plat application were within City limits, what would be the minimum width requirements for the access easement? Would 20 feet be sufficient?

It is my understanding that the City of Richland is in process of annexing this parcel as well as others in the area. What is the approximate timeline for completion of the annexation?

Any additional information that you could forward to me would be greatly appreciated. If you have any questions or need clarification on anything, please do not hesitate to contact our office.

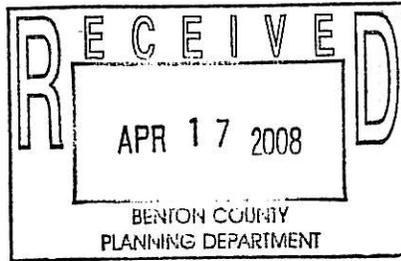
Sincerely,



R.J. LOTT

Associate Planner

Benton County Planning Department



www.ci.richland.wa.us

Development Permitting Division

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

Via facsimile

April 17, 2008

R.J. Lott
Associate Planner
Benton County Planning Department
102 Dudley Avenue
Prosser, WA 99350
Fax #786-5629

RE: Proposed Short Plat of 1061 Allenwhite Drive for Michael Grimes

Dear Mr. Lott:

The City of Richland is aware of the proposed short plat of parcel #1-2398-300-0005-000 as submitted to your office by Michael Grimes. The City does not have objections to the 20 foot width of the access easement that would serve the short plat. We believe that the existing easement would be adequate to serve the one additional lot that would be created through this short plat.

The City is currently processing an application for annexation of this property. The notice of intention to initiate annexation proceedings has been reviewed by the City Council and they have directed the applicants to move forward with the process. The City Planning Commission will be holding a public hearing to determine the appropriate zoning designation for this property on April 23rd. I would anticipate that the annexation process would be completed in approximately 3 months.

If you have any questions on this matter, please contact me at 942-7596.

Sincerely,

Rick Simon,
Development Services Manager

Cc: Michael Grimes

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

April 21, 2008

Mike Grimes
3619 S. Benton Pl.
Kennewick, WA 99337

FILE COPY

RE: Appeal of Short Plat SHP 08-04

Mr. Grimes,

The purpose of this letter is to clarify our phone conversation on April 18th. As we discussed, only the first two (items #5 and #6) are to be heard at the May 5th hearing with the Board of County Commissioners. Items #8, #14 and #17 have either been sufficiently completed or in the case of #17, the note can easily be altered.

For item #5, our office is in receipt of the comments from the City of Richland regarding private road easement width. Rick Simon, Development Services Manager, submitted comments on April 17, 2008, stating that the City does not have any objections and believes that the existing easement would be adequate. As required by the County, this easement would have to be shown on your short plat mylar serving your short plat from Allenwhite Drive.

Item #6 requires that the private road easement be offset from the southeast property line at least 15 feet so that building setbacks do not encroach onto the neighboring parcel. According to a telephone conversation that I had with Jeff Roth, City of Richland, on March 24, 2008, no setback is required from private road easements for any structures.

Item #8, our office has received your email forward from the City of Richland regarding the availability of services from Jason Reathaford, City of Richland. This will satisfy the requirement of item #8.

Item #14, Benton County Planning has received a copy of the document recorded under AF 2008-005754. This document relinquishes the easement recorded under AF 362640. On your short plat mylar, the AF 362640 easement should not be shown.

Item #17, the alteration of the note clarify the lots to be served by the private road easement can be altered by the applicant to co-serve with an existing easement.

To sum up, the Benton County Planning Department agrees that items #8, 14 and 17 have been satisfied or can be altered as described. Only items numbered 5 and 6 are to be heard at the May 5, 2008, hearing. The Planning Department would like to have a written confirmation from you understanding that the Commissioners will hear

comments on items #5 and #6 only. You may submit your comments directly to me at:
RJ.Lott@co.benton.wa.us

If you have any other questions or comments, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to be 'R.J. Lott', written over a horizontal line.

R.J. LOTT
Associate Planner
Benton County Planning Department

Cc: Worley Surveying

#21052

April 3, 2008

Benton County Planning Department
Mr. R.J. Lott

SHPA
08-04



Re: Proposed Short Plat SHP 08-04

I have reviewed your letter of April 1, 2008 and we wish to appeal the conditional approval by your office.

Paragraph 5 The requirement for a 40 foot easement is excessive and not necessary as the City of Richland created the existing easement in the Heritage Hills plat and in the letter previously submitted from Steve Stairs, City of Richland Transportation Engineer, this is acceptable to them.

Paragraph 6 This paragraph does not pertain to this short plat as the easement was existing prior to the submittal of the Short Plat as shown by AF# 2008-005775 previously submitted to your office. This document clarified an earlier document granting an easement to the Perkins parcel that was not defined by legal description.

Paragraph 8. I have asked for a letter from City of Richland clarifying that city services are available for the 2 lots, but have not received letter as of today. I will forward on as soon as this is made available to us. I have enclosed a copy of AF# 2002-042123 which is a utility agreement between City of Richland and Louis and Betty Ford that extends service stubs to Owners residents. There are 2 water meters and 2 sewer stubs for the property and 1 of each is connected to the existing home located on the proposed lot 1 of the Short Plat.

Paragraph 14 We will delete any reference to the Benton REA easement as it was relinquished by the City of Richland by AF# 2008-005754, which was submitted previously to your office.

Paragraph 17 The note should read "The private road easement located within this short plat is intended to serve lots 1 & 2 as well as property pertaining to Access Easement listed in AF# 2008-005755 only."

In closing, I am including copy of City of Richland Council documents pertaining to our request to be annexed into the City of Richland. Annexation is on track to be approved and this property will not be a county parcel much longer and no longer a concern to the county, so please do the reasonable act and recommend to the Board to reverse the Administrator's decision and approve the Short Plat.

Michael Grimes

TO: City Council
FROM: Community and Development Services
DATE: April 1, 2008
SUBJECT: MEETING WITH PROPONENTS OF PROPOSED ALLENWHITE DRIVE ANNEXATION

Approved for Agenda JK
Date 3-26-08

RECOMMENDATION

It is recommended Council meet with the proponents of the proposed Allenwhite Drive annexation.

COMMUNITY PRIORITIES

Strengthen Economic Development

Improve Our Quality of Life

Be Careful Stewards of Our Public Resources

BACKGROUND

The Croskreys, Grimes, and Perkins, owners of property along Allenwhite Drive, have signed a letter indicating their interest in annexation into the City of Richland. State annexation law requires that Council meet with the initiators of a proposed annexation to determine the following:

1. Whether the City will accept, reject or geographically modify the proposed annexation;
2. Whether annexation will require the simultaneous amendment to the Comprehensive Plan, if such a plan has been prepared and filed as provided for in RCW 35.13.177 and 35.13.178; and,
3. Whether it will require the assumption of all or any portion of existing city or town indebtedness by the area to be annexed.

PREPARED BY: Bill King, Deputy City Manager
Rick Simon, Planning Manager

TO: City Council
FROM: Community and Development Services
DATE: April 1, 2008

Approved for Agenda JK
 Date 3-26-08

SUBJECT: RESOLUTION ESTABLISHING REQUIREMENTS OF PROPOSED ALLENWHITE DRIVE ANNEXATION: ADOPTION

RECOMMENDATION

It is recommended that, following the required meeting with the proponents of the Allenwhite Drive annexation, Council adopt a resolution establishing the requirements for annexation (Attachment 1).

COMMUNITY PRIORITIES

Strengthen Economic Development

Improve Our Quality of Life

Be Careful Stewards of Our Public Resources

FISCAL IMPACT

There is no immediate fiscal impact associated with adoption of the resolution. If the City should determine to annex this property, the longer-term fiscal impacts are anticipated to be minimal. A fiscal analysis will be provided to Council prior to any final decision on the annexation.

BACKGROUND

Michael and Jolene Grimes are in the process of purchasing a one-acre parcel currently owned by the Croskreys. Their plans to further develop this parcel require annexation in order to obtain City utility services. This property is one of four parcels that comprise an unincorporated island in South Richland. The parcels are located south of and adjacent to Allenwhite Drive, west of the plat of Heritage Hills and east of the Sundance Ridge subdivision (Attachment 2). The four parcels located within the unincorporated island are described in the following table:

Owner	Acres	Land Value	Improvement Value	Total Value
Grimes/Croskrey	1.01	24,520	93,410	117,930
Perkins	.53	21,450	133,440	154,890
Brouns	1.08	24,600	132,480	157,080
Plaisted	1.09	24,500	22,890	47,390
Totals	3.71	95,070	382,220	477,310

The Grimes and Croskreys (representing one lot owner) and the Perkins have signed a letter requesting annexation of their properties (Attachment 3).

State annexation law requires the Council to meet with the initiators of a proposed annexation to determine the following:

1. Whether the City will accept, reject or geographically modify the proposed annexation;
2. Whether annexation will require the simultaneous amendment to the Comprehensive Plan, if such a plan has been prepared and filed as provided for in RCW 35.13.177 and 35.13.178; and,
3. Whether it will require the assumption of all or any portion of existing city or town indebtedness by the area to be annexed.

If Council should accept this proposal, it would then be forwarded to the Planning Commission for consideration of an appropriate zoning designation to attach to the site. Following that process, staff would then prepare and submit an application to the Benton County Boundary Review Board. If approved by that body, the applicants would then submit a formal annexation petition to the City and Council would hold a public hearing. Council acceptance of the petition and adoption of an ordinance annexing the property is the final step in the process.

ANALYSIS

The proposed annexation area would eliminate an unincorporated island from within the City of Richland. In order to accomplish this annexation, at least three of the four property owners within the island would have to support the proposal through their signature on a petition. State annexation law requires that cities have support of at least 75 percent of the owners, based on the assessed valuation of the property to be annexed in order for an annexation to be completed. To date, owners representing the two southerly lots (approximately 57 percent of the total assessed valuation of the four parcels) have expressed support for annexation. As the process continues, the other two owners may also sign on. However, if they choose not to sign the petition, the annexation may only consist of two or three lots, rather than all four of the lots located within the island.

Should Council decide to proceed with this annexation process, the attached resolution has been prepared for Council adoption. This resolution accepts the annexation and authorizes it to move forward through the remaining steps in the annexation process. It also subjects the property owners to the existing City indebtedness. This is a typical condition that the City places on annexation requests. It ensures that annexation proponents will be paying taxes at the same rate as the existing City taxpayers.

CONCLUSION

It is recommended that after holding the required meeting with the annexation petitioners, Council adopt the attached resolution establishing requirements for the proposed annexation.

PREPARED BY: Bill King, Deputy City Manager
Rick Simon, Planning Manager

REVIEWED BY: Ron Musson, Administrative Services Director

ATTACHMENTS

RESOLUTION NO. XX-08

A RESOLUTION of the City of Richland accepting a request for annexation of approximately 3.7 acres located south of Allenwhite Drive, east of the plat of Sundance Ridge and west of the plat of Heritage Hills in the Southwest quarter of Section 23 of Township 9 North, Range 28 East W.M., Benton County, Washington (Allenwhite Drive).

WHEREAS, on March 18, 2008, the City Council was presented with the request for annexation and set a date of April 1, 2008 for a meeting with the annexation petitioners; and

WHEREAS, the City Council has met with the annexation petitioners and reviewed the proposed annexation at their meeting of April 1, 2008, as required by state statute RCW 35.13.125.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, as follows:

Section 1.01 The City of Richland hereby accepts the request for annexation subject to the following conditions:

1. That the annexation be accepted as proposed.
2. That simultaneous adoption of the City's Comprehensive Plan is required.
3. That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 1.02 Staff is hereby authorized and directed to submit an application to the Benton County Boundary Review Board pertaining to approximately 3.7 acres proposed for annexation by the petitioners.

Section 1.03 The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation(s) for the area proposed for annexation.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of April, 2008.

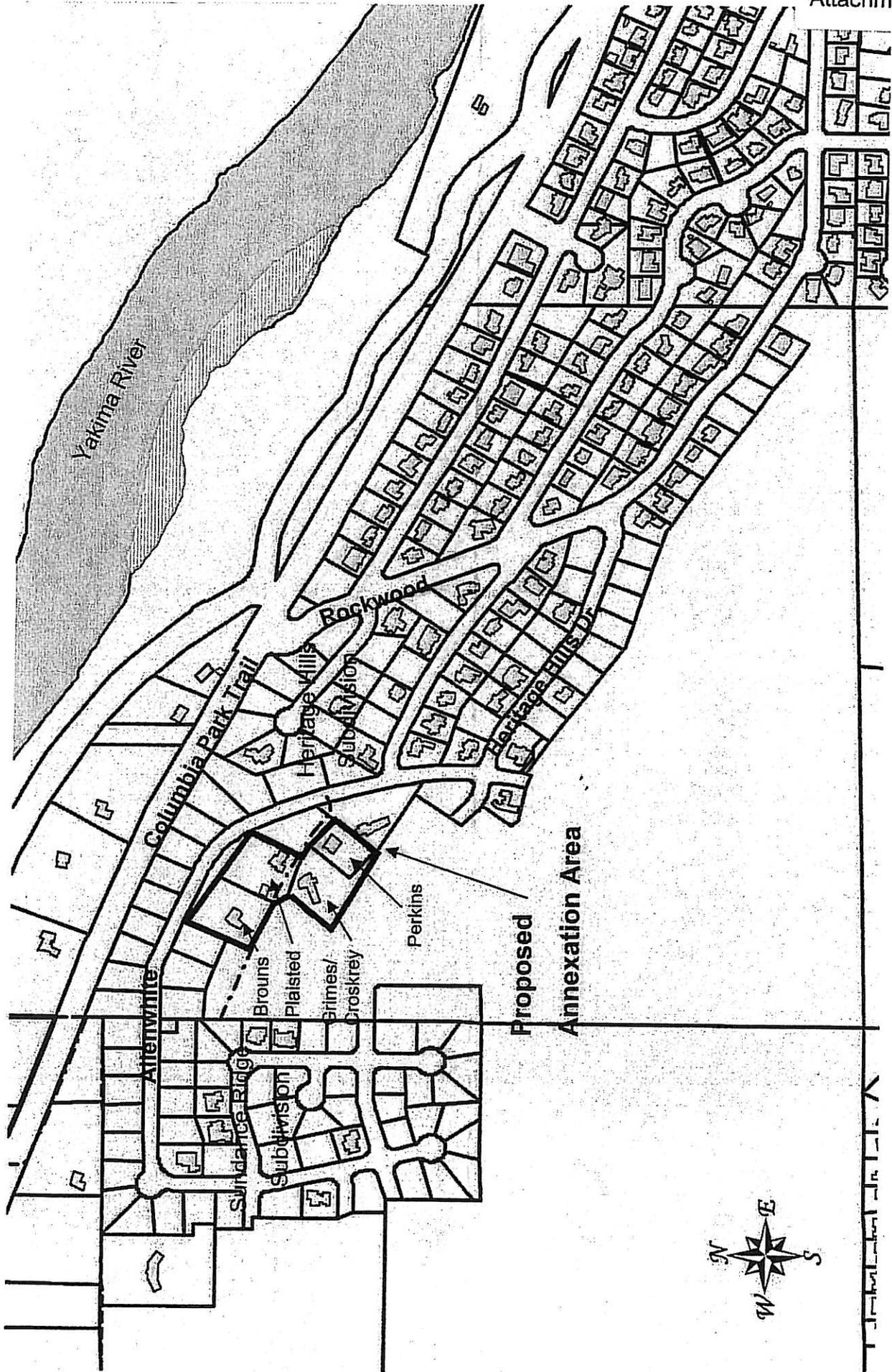
JOHN FOX
Mayor

ATTEST:

DEBRA C. BARHAM
Chief Deputy City Clerk, CMC

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney



VICINITY MAP – ALLENWHITE DRIVE ANNEXATION

RECEIVED

MAR 3 2008

Planning &
Development ServicesBill King
Deputy City Manager
City of Richland
P.O. Box 190
Richland, WA 99352

date

RE: Annexation Request

Dear Mr. King:

This letter serves as our formal request to the City of Richland for the annexation of the following properties:

Parcel Number	Owner	Property Address
123983000004000	James/Luray Plaisted	1059 Allenwhite
123983000003000	Richard/Pamela Brouns	1043 Allenwhite
123983000006000	Andrea Bischoff	1065 Allenwhite
123983000005000	David/Kammi Croskrey	1061 Allenwhite

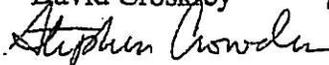
James Plaaisted

Luray Plaisted

Richard Brouns

 Nathan R. Croskrey

 David Croskrey

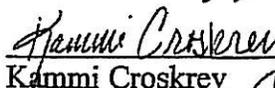
 Stephen Crowder

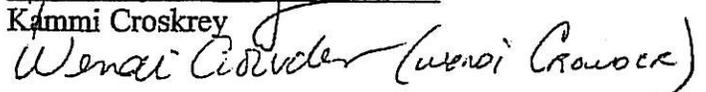
 Andrea Bischoff
Andrea Bischoff

(formerly known
as Bischoff)
Leonard F. Perkins

Pamela Brouns

 (POA) Angela V. Croskrey

 Kammi Croskrey

 Wendi Crowder (Wendi Crowder)



2002-042123
Pg: 3 of 6
10/29/2002 12:40P
Benton County

Ford Utility Agreement

08/30/02

UTILITY AGREEMENT

This Agreement between the Louls and Betty Ford, Husband and Wife, (hereinafter referred to as the "Owner") and the City of Richland, a municipal corporation (hereinafter referred to as "City") does agree as follows:

WHEREAS, the Owner desires to obtain City utility services to his existing home; and

WHEREAS, the Owner has a controlling interest in roadways crossing property owned by Mr. Ted Harrison; and

WHEREAS, the Owner wishes to resolve various disputed issues between Owner and Mr. Ted Harrison; and

WHEREAS, the City desires to facilitate resolution of the disputed issues.

NOW THEREFORE,

The City and Owner agree as follows:

1. The City will, as part of its engineering review of future phases of Heritage Hills Subdivision Plat, require that water, sewer, and electrical service stubs be extended to Owners parcel.
2. The City will, within 30 days of acceptance of water, sewer, and electrical main line infrastructure providing service to Owner's parcel, extend the service stubs to the owners primary residents and connect the services to existing systems on Owner's parcel. The connection of service to Owner's parcel shall be at no cost to the Owner. The Utilities shall be extended to serve Mr. & Mrs. Ford property by August 01, 2003.
3. The City will restore improvements disturbed by the work connecting services to Owner's parcel to a condition equal to or better than the condition before work began.
4. The Owner will relinquish all interest in all the roads as described in Court Cause Number 18842, Sawyer vs. Ford, dated 1964, as recorded under Volume 9 on pages 416-419, Auditor file No. 512466 records of Benton County Washington. And as shown on Record of Survey No. 1221 as recorded in Volume 1 of Surveys on Page No. 1221 records of Benton County, Washington. Said interest in said road shall revert to the under lying landowners.
5. The intent of this document is to relinquish Mr. & Mrs. Fords interest in the above described Roads, and to revert it to the under lying landowners. The City of Richland shall work with the under lying landowners, in Acquire a new access easement on private ownership, and an access easement shall be shown on the Final Plat of Heritage Hills No. 5 from the new Dedicated roads to tie into said access easement on private ownership. A new access and Utility easement shall be recorded from the road dedication per The Plat of Heritage Hills No. 5 subdivision to connect to Mr. & Mrs. Ford's property.



Ford Utility Agreement

08/30/02

- 6. Owner will hold the City, its employees and agents, harmless from any and all damages, Except as caused from the direct negligence of the City, caused to Developer's property.
- 7. The City of Richland shall install a pole and light (rental light) near the garage for the Owner. Mr. Ford shall be required to fill out a separate rental agreement for said light.
- 8. The Developer and the City of Richland shall extend the asphalt pavement (12 feet wide), From the new City street through Mr. Ford's property up to Mr. Ford's garage, as shown, on attached Exhibit B, as shown as new paved road.
- 9. In the event of any dispute under this agreement the prevailing party shall be entitled to recover reasonable attorney fees and cost.

This agreement will take effect on the date executed by the Public Works Director and Energy Services Director of the City of Richland.

Accepted By:

Louis K. Ford
LOUIS K. FORD

9/7/02
DATE

Betty L. Ford
BETTY L. FORD

9-7-02
DATE

Rudolph Ford
FORD TRUSTEES

9-7-02
DATE

CITY OF RICHLAND

Approved By:

Stan Arlt
STAN ARLT
Public Works Director

9-5-02
DATE

Raymond D. Sieler
RAY SIELER
Energy Services Director

9/4/02
DATE



2002-042123
Pg: 5 of 5
10/29/2002 12:46P

Ford Utility Agreement

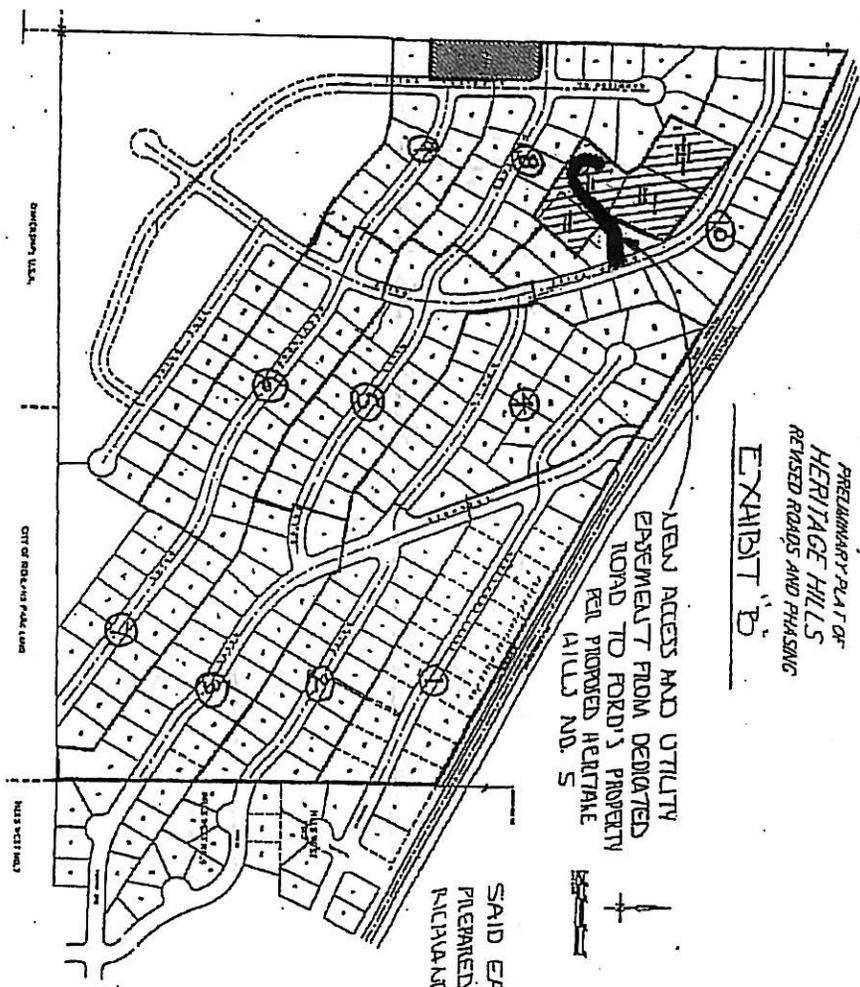
08/30/02

Acknowledgement: I agree to be bound by the terms of the above agreement requiring the Heritage Hills Subdivision improvements to include utility stubs to the Owner's property.

I the event of any dispute under this agreement the prevailing party shall be entitled to recover reasonable attorney fee's and costs.

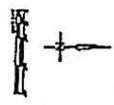
* W. T. Harrison 9.3.02
W. T. HARRISON DATE

* Doris L. Harrison 9/3/02
DORIS L. HARRISON DATE



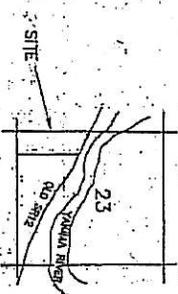
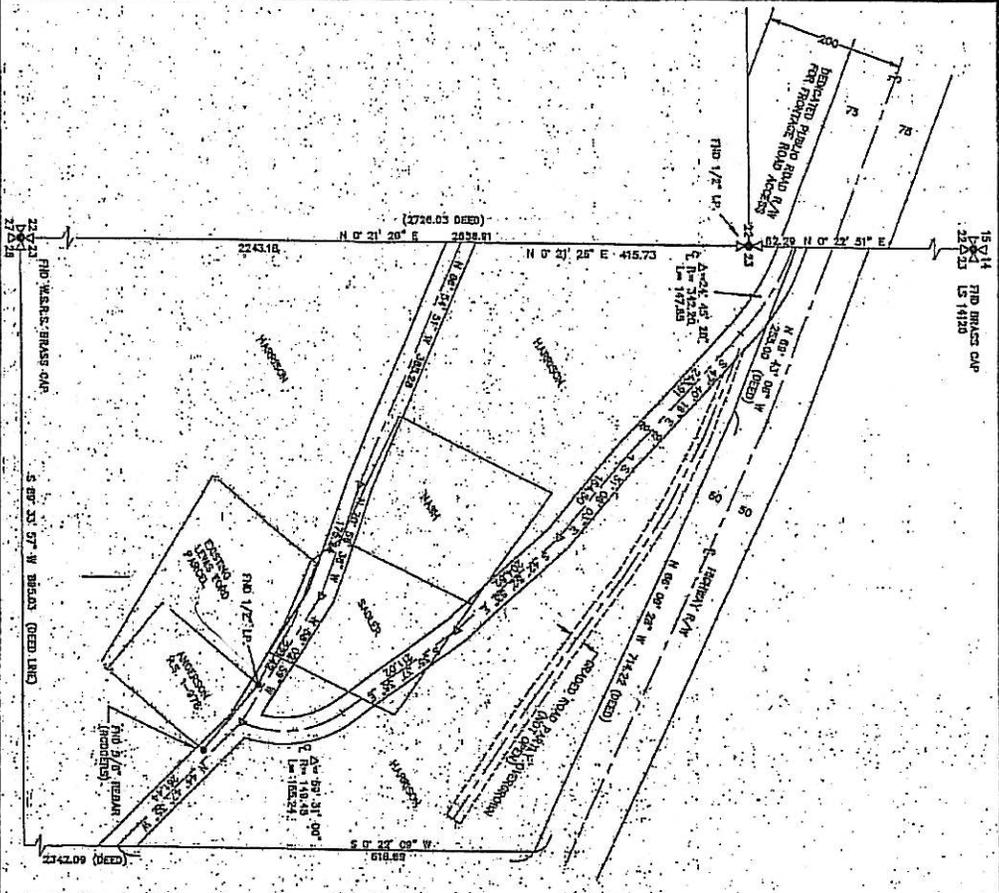
PRELIMINARY PLAN OF
HERITAGE HILLS
REVISED ROADS AND PHYSIC
EXHIBIT "B"

NEW ACCESS AND UTILITY
EASEMENT FROM DEDICATED
ROAD TO FORD'S PROPERTY
PER PROPOSED HERITAGE
HILLS NO. 5



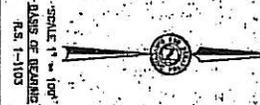
SAID EASEMENT SHALL BE
REMOVED BY THE CITY OF
RICHLAND.

RECORD SURVEY NO. 1221
SEC. 23, T.9 N., R.28 E., W.M.
BENTON COUNTY, WASHINGTON



NARRATIVE:
THE PURPOSE OF THIS SURVEY IS TO LOCATE THE LAND PARCELS THAT WERE CONVEYED AS "EXCEPT INCLUDE" ON THE COURT CASE NUMBER 1984, SWYTON vs FORD, 1984.
THERE WERE OTHER ISSUES THAT WERE NOT ADDRESSED ON THIS SURVEY.

DESCRIPTION:
SECTION 23, T.9 N., R.28 E., W.M. LYING SOUTH OF ROAD IN SECTION 23, T.9 N., R.28 E., W.M.



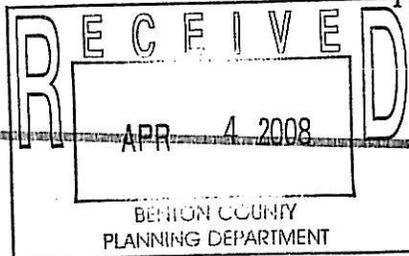
AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 13 DAY OF JULY, 1994 AT 10:45 AM BY ME, CLERK OF BENTON COUNTY, WASHINGTON, IN PRESENCE OF ROBERT L. STRATTON, P.L.L.C. CHIEF CLERK OF BENTON COUNTY AUDITOR
DORIS M. BROWN
CLERK OF BENTON COUNTY
1994 JUL 13

SURVEYOR'S CERTIFICATE
I, ROBERT L. STRATTON, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1971, AT THE COMMENCEMENT OF THIS SURVEY, AND ALL DEVICES AND SERVICES WERE CORRECTLY USED.
ROBERT L. STRATTON LS 14100
DATE 7/23/94



SURVEY FOR
LEAH'S FORD
4/4

BOB STRATTON SURVEYING	
1380 GARDNER BLVD. SUITE 101A	
YAKIMA, WASHINGTON 98203	
(509) 725-7244	
FORMERLY	L-1280123
DATE 7/23/94	SHEET 1 OF 1
TOTAL SHEETS 1	JOB # 1099


Carel Hiatt - FW: Clarification

From: "Mike Grimes" <kyrymike@pocketinet.com>
To: <carel.hiatt@co.benton.wa.us>
Date: 4/4/2008 10:24 AM
Subject: FW: Clarification
CC: "Reathafor, Jason" <JReathafor@CI.RICHLAND.WA.US>, "Jolene"
 <Jolene_Candles@Charter.Net>

Carel,

As per our phone conversation, this will suffice for confirmation that City of Richland can serve both proposed lots.

Thank you Jason

Mike Grimes
Ky Ry Construction, Inc.
 509/543-9705
 509/543-9715 fax
 509/531-8433 cell

-----Original Message-----

From: Reathafor, Jason [mailto:JReathafor@CI.RICHLAND.WA.US]
Sent: Friday, April 04, 2008 7:28 AM
To: Mike Grimes
Cc: Garcia, Judy
Subject: RE: Clarification

Mike,

Yes, we can serve both lots with City domestic water and Sanitary sewer.
 If this won't suffice as confirmation, let me know if you need something else.
 thanks

Jason Reathafor
 Public Works Civil & Utility Engineering
 O: 509-942-7742
 F: 509-942-7468
Jreathafor@ci.richland.wa.us

From: Mike Grimes [mailto:kyrymike@pocketinet.com]
Sent: Thursday, April 03, 2008 2:05 PM
To: Reathafor, Jason
Subject: Clarification

Jason,

Attached is response from Benton County Planning Department on our Short Plat application. I need you to clarify paragraph 8 to show that city services will be provided for the 2 proposed lots as per the city's agreement with the Fords from 2002.

Time is of the essence as we are needing to get this done and approved prior to our closing date.
 Thank you.

Mike Grimes

Ky Ry Construction, Inc.
509/543-9705
509/543-9715 fax
509/531-8433 cell



Richland

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

www.ci.richland.wa.us

PUBLIC WORKS

February 27, 2008

BENTON COUNTY PLANNING DEPARTMENT

Attn: Terry Marden
1002 Dudley Avenue
P.O. Box 910
Prosser, WA 99350



SUBJECT: AVAILABILITY OF UTILITIES TO 1061 ALLENWHITE DRIVE

Dear Mr. Marden:

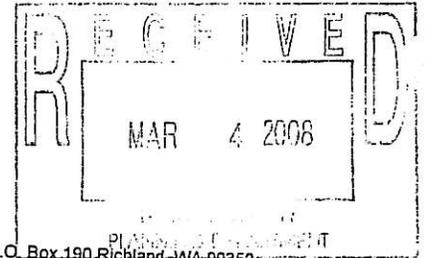
This letter is to inform you that the City of Richland has both sanitary sewer and domestic water available for the above-mentioned property, and has capacity in both systems. The property owner will still be required to comply with all typical development requirements, which may include installing some additional on-site infrastructure, and pay all typical permit and connection fees when the property is developed.

Sincerely,

JASON REATHAFORD
Engineering Technician 4
(509) 942-7742



www.ci.richland.wa.us



505 Swift Boulevard, P.O. Box 190, Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

A. COMMUNITY DEVELOPMENT DEPARTMENT
B. Development Permitting Division
840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

March 3, 2008

Mike Grimes

RE: Annexation Proceedings

Dear Mr. Grimes:

On this date, the City of Richland did receive a formal request to initiate annexation proceedings on a county island comprised of four parcels of property located on Allenwhite Drive. Included in this annexation request is the property that you are currently purchasing: 1061 Allenwhite Drive (Assessor ID# 123983000005000).

The annexation process involves several steps, the first of which is scheduling a meeting with the Richland City Council to determine their interest in the annexation of this property. If the City Council responds favorably, then additional review in front of the City Planning Commission, the Benton County Boundary Review Board and a formal public hearing before the Richland City Council will follow. The time necessary to complete this process varies, but generally takes at least four months.

This office will keep you notified of the meeting schedule for the annexation process. Should you have questions, feel free to call me at 942-7596.

Sincerely,

Rick Simon,
Development Services Manager

9:15

Memorandum

To: Benton County Board of Commissioners
CC: Bobbie Gagner, Duane Davidson, Barbara Wagner, Ross Dunfee, Marianne Ophardt; Roy Rogers, Melina Wenner, and Randy Reid
From: David Sparks, Loretta Smith Kelty, and Roy Rogers
Date: 4/21/2008
Re: Space Needs Request – 2nd Presentation with Current Physical Storage Need Options

On December 17, 2007, the Benton County Board of Commissioners asked the County Administrator to research the space needs of county departments. On February 11 and March 12, 2008 the recommendation was given to the Benton County Board of Commissioners.

An estimate of total project cost for a 40,000 square foot Administrative Building is \$11,343,750. An estimate of total project cost for a Courthouse Remodel is \$3,832,485. Financing this project would require \$15,176,235 with average annual payments between \$1,043,187 and \$1,278,470.

Direction from the Benton County Board of Commissioners was given for the County Administrator to prepare options that would address current physical storage needs (see attached).

If you have any other questions we would be happy to address them.

ADMINISTRATION BUILDING

Administration Building	Square Ft.	40,000
Underground Parking	Square Ft.	20,000
Estimated Garage Parking Spaces with Mail Room		100
Estimated Number of County Spaces Needed		70
Estimated Administration Building Construction Costs	\$ 165	\$ 6,600,000
Estimated Underground Parking Construction Costs	\$ 83	\$ 1,650,000
Estimated Administration Costs	38%	\$ 3,093,750
Total WAG		\$ 11,343,750

COURTHOUSE REMODEL

New Building	Square Ft.	9,380
New Building Construction Costs	\$ 214	\$ 2,008,399
Remodel Courthouse Construction Costs	\$ 67	\$ 628,446
Administration Costs	40%	\$ 1,065,286
Additional Work		\$ 130,354
Total		\$ 3,832,485

FINANCING AN ADMINISTRATIVE BUILDING & COURTHOUSE REMODEL

20 Years		\$ 15,176,235
Average Annual Payments		\$ 1,278,470
25 Years		\$ 15,176,235
Average Annual Payments		\$ 1,043,187

OPTION A ADMINISTRATION BUILDING 3rd FLOOR

New Building 3rd Floor	Square Ft.	20,000
New Building 3rd Floor Construction Costs	\$ 60	\$ 1,200,000
Administration Costs	19%	\$ 222,000
Total		\$ 1,422,000

OPTION B 800 W. CANAL DRIVE HEALTH BUILDING RENOVATION

800 W. Canal Dr. Health Building Renovation	Square Ft.	10,000
Purchase 800 W. Canal Dr. Health Building		\$ 500,000
800 W. Canal Dr. Health Building Renovation Construction Costs	\$ 30	\$ 300,000
Administration Costs	40%	\$ 121,200
Total		\$ 921,200

9:30

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, DEPT. 120, BUDGET IN THE AMOUNT OF \$36,325

WHEREAS, the Sheriff's Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 120, in the amount of \$36,325; and said supplement is for costs of upgraded subscriber equipment for the 800 MHz Reband Project; and,

WHEREAS, a public hearing was held on Monday, May 5, 2008, at 9:30 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Dept. 120, in the amount of \$36,325 be approved per the attached request.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, DEPT. 121, BUDGET IN THE AMOUNT OF \$324,539

WHEREAS, the Sheriff's Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 121, in the amount of \$324,539; and said supplement is for costs of upgraded subscriber equipment for the 800 MHz Reband Project; and,

WHEREAS, a public hearing was held on Monday, May 5, 2008, at 9:30 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Dept. 120, in the amount of \$324,539 be approved per the attached request.

Dated this day of, 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

9:35

Current Expense Period ended December 31, 2007	2007 Actual	2007 Budget	% of Budget
Beginning Fund Balance, January 1, 2007	\$ 9,680,612		
Revenues 2007	52,821,479	\$ 47,916,333	110.2%
Expenditures 2007	50,376,081	\$ 51,862,651	97.1%
Ending Fund Balance, December 31, 2007	\$ 12,126,011		

Available Cash Carry Forward

Fund Balance 12/31/2007	\$ 12,126,011	
Current Expense Operating Budget 2008		51,184,162
Minimum Fund Balance (13%)		6,653,941
Minimum Fund Balance (13%)	<u>(6,653,941)</u>	
Available Cash Carry Forward	\$ 5,472,070	

Park Development Fund 0110-102

Per the Budget Policies and Procedures the Board may maintain the park development fund beginning balance for the year at \$1,000,000.

Beginning Fund Balance	\$ 640,457
transfer needed to maintain \$1,000,000	359,543
Bathroom / Badger Mountain	100,000
amount to transfer	\$ 159,543

Jail Revenue - Debt Service Fund 0299-101

Net income from out of county contracts for the Benton County Jail will be deposited into the debt service fund. These monies may be used to pay bonds off early.

amount to transfer	\$ 521,014
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Other - Supplements

Sheriff 800 Mgz Reband	\$ 360,864
Central Svc-Tyler Content Manager	16,726
Office of Public Defense	586,063
Superior Court - Drug Court	12,700
	\$ 976,353

Capital Projects Fund 0305-101

Per the Budget Policies and Procedures, 87.5% of the remaining transferable amount may be transferred to capital projects fund.

Remaining available carry forward	\$	3,515,160
		87.50%
amount to transfer	\$	3,075,765

Fairgrounds Operating 0124-101

Per the Budget Policies and Procedures, 12.5% of the remaining transferable amount may be transferred to the fairgrounds operating and maintenance fund.

Remaining available carry forward	\$	3,515,160
		12.50%
amount to transfer	\$	439,395

Summary

next presentation
Financial Analysis Team Presentation
June 9th
9:05 AM
Presenting January 1-April 31 2008

Commissioners' Date Stamp:

9:45

TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: Central Services	Fund Number: 0502-101
Dept Name: Central Services	Dept Number: 000

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
594.180.6430	Capital Computer Software	16,726	722,126
Total Supplement		\$16,726	

Revenue		
Fund Number	Item Name	Amount
348.80.0117	Prosecuting Attorney	5,575
348.80.0118	Sheriff: Administration	5,575
348.80.0120	Sheriff: Custody	5,576
Total Revenue		\$16,726

Basis for Supplement (Attach Documentation as Appropriate):
 This request involves the Tyler Content Manager project approved in 2007 for the departments indicated above. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment. Amount requested represents the final payment for the new system.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: _____

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
Dept Name: **Prosecuting Attorney**

Fund Number: **0000101**
Dept Number: **117**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
515.100.9402	Computer Purchases Software	5,575	5,575
Total Supplement		\$5,575	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	5,575
Total Revenue		\$5,575

Basis for Supplement:
This request involves the Tyler Content Manager project approved in 2007. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
Dept Name: **Sheriff Administration**

Fund Number: **0000101**
Dept Number: **118**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
521.100.9402	Computer Purchases Software	5,575	5,575
Total Supplement		\$5,575	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	5,575
Total Revenue		\$5,575

Basis for Supplement:
This request involves the Tyler Content Manager project approved in 2007. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
 Dept Name: **Sheriff Custody**

Fund Number: **0000101**
 Dept Number: **120**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
523.200.9402	Computer Purchases Software	5,576	5,576
Total Supplement		\$5,576	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	5,576
Total Revenue		\$5,576

Basis for Supplement:
 This request involves the Tyler Content Manager project approved in 2007. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
 Dept Name: **Office of Public Defense**

Fund Number: **0000101**
 Dept Number: **136**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.819.4103	Professional Services	586,063	686,063
Total Supplement		\$586,063	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	586,063
Total Revenue		\$586,063

Basis for Supplement:
 Unanticipated professional services in limited use funds for the following cases: Hilton: \$332,884; Somolyuk \$75,526; Tucker: \$9,653; Slack \$80,000; and due to timing outstanding vouchers 2001-2007 \$88,000.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

Approved for Hearing
 Denied

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
 Dept Name: **Superior Court**

Fund Number: **0000-101**
 Dept Number: **123**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.211.4905	Training	700	3,600
512.212.4102	Contract Services	12,000	67,950
Total Supplement		\$12,700	

Revenue		
Fund Number	Item Name	Amount
367-00-0002	Washington State CASA Grant	700
	Current Expense Fund Balance	12,000
Total Revenue		\$12,700

Basis for Supplement:

- (1) WA State CASA grant funds received and are to be transferred from current expense fund balance to appropriate line item;
- (2) Contract for defense attorney for Adult Drug Court has been renegotiated at an increased rate of pay.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: Central Services	Fund Number: 0502-101
Dept Name: Central Services	Dept Number: 000

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
518.400.3507	New Computer Hardware	3,810	108,140
Total Supplement		\$3,810	

Revenue		
Fund Number	Item Name	Amount
348.80.0170	Juvenile Justice	3,810
Total Revenue		\$3,810

Basis for Supplement (Attach Documentation as Appropriate):
 This request corresponds with a line item transfer being done within grant funds by Juvenile Justice. It is for the purchase of an additional standard laptop (\$1650) and a networked color printer (\$2160).

Commissioners

Approved for Hearing
 Denied

CHAIRMAN _____

COMMISSIONER _____

COMMISSIONER _____

Review Notes: _____

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: Central Services	Fund Number: 0502-101
Dept Name: Central Services	Dept Number: 000

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
594.180.6401	Capital Computer Hardware	7,880	36,680
Total Supplement		\$7,880	

Revenue		
Fund Number	Item Name	Amount
348.80.0121	Sheriff: Patrol	7,880
Total Revenue		\$7,880

Basis for Supplement (Attach Documentation as Appropriate):
 This request corresponds with a portion a request by the Sheriff for acquiring a digital video system for the patrol cars. Specifically, the amount requested here is for a server for storing the video files collected by the system.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: _____

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: Central Services	Fund Number: 0502-101
Dept Name: Central Services	Dept Number: 000

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
594.180.6401	Capital Computer Hardware	12,840	49,520
594.180.6430	Capital Computer Software	10,500	732,626
Total Supplement		\$23,340	

Revenue		
Fund Number	Item Name	Amount
348.80.0110	Facilities	23,340
Total Revenue		\$23,340

Basis for Supplement (Attach Documentation as Appropriate):
 This request represents the expenses associated with new FTR digital audio recording systems for the new courtrooms at the Justice Center. The funding for these systems is included in the capital budget for the courtroom project. The funds will be expended by Central Services in order to get some of the hardware into the Replacement Fund for the future.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: _____

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Homeless Housing and Assistance**
 Dept Name: **Homeless Housing and Assistance**

Fund Number: **0154101**
 Dept Number: **000**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
559.200.5142	Pass Through	30,000	180,000
559.200.5144	Pass Through - HGAP	230,000	230,000
597.590.9926	Transfer to H. Svcs	12,600	24,000
Total Supplement		\$272,600	

Revenue		Amount
Fund Number	Item Name	
334.04.2002	Growth Management (State Grant)	180,000
341.27.0001	Recording Surcharge- Homeless Housing	92,600
Total Revenue		\$272,600

Basis for Supplement:
 During the 2008 budget process, the CAC contract was budgeted at \$150,000, however the actual contract was signed for \$180,000. Revenue is provided by an anticipated increase in in Recording Surcharge revenue. CTED (HGAP) State Grant is funded for \$180,000. Benton County contributes and additional \$50,000 (\$150,000 total over 3 years 07, 08, 09) with the Revenue provided by the Recording Surcharge. Transfer to Human Services is based on a percentage (6%) of the Recording Surcharge (\$400,000). Increased transfer due to anticipated increase in Recording Surcharge Revenue.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Clerk Collection Fund**
 Dept Name: **Superior Court Clerk**

Fund Number: **0146101**
 Dept Number: **000**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.300.1138	Legal Process Assistant III	15,744	15,744
512.300.2102	Social Security	1,250	13,200
512.300.2103	Medical Insurance	8,840	46,020
512.300.2104	Retirement	1,470	12,749
512.300.3101	Office Supplies (Furniture)	3,530	10,530
512.300.4103	Professional Services (furniture installation)	633	883
512.300.9101	Data Processing Administration	1,300	12,882
512.300.9401	Computer Purchases	6,400	6,400
512.300.9305	Computer Hardware & Software	1,600	1,600
Total Supplement		\$40,767	

Revenue		
Fund Number	Item Name	Amount
338.19.0001	Collection Cost Recovery	40,767
Total Revenue		\$40,767

Basis for Supplement (Attach Documentation as Appropriate):

I am asking for an additional person in the self funded Collections department. This person will assist with receipting fines and restitution at the front counter, after court paperwork and scanning. The reason that the computer equipment and work station prices are high is to accommodate a full scanning station so that the collection department will be able to handle their own documents.

Commissioners

CHAIRMAN _____

COMMISSIONER _____

COMMISSIONER _____

Approved for Hearing

Denied

Review Notes: _____

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 05 May 2008 Subject: Horse Heaven Water Memo Date: 30 Apr 2008 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion X Other

9.50

SUMMARY & BACKGROUND

Adam will provide a second update on progress toward getting a proposal to the Department of Ecology for "gap funding" for an "appraisal level study" of the Horse Heaven Hills irrigation concept and use of the Day-McNary water reservation. The briefing will be verbal just like last week, with a short, updated memo for Commissioners' records.

###

Memorandum

Date: 28 April 2008 & **05 May 2008**
To: Board of Commissioners
From: AJF
Copy: Sparks, Smith Kelty
Re: update – Horse Heaven Hills irrigation

Based on the April 21st BOCC workshop, I said that I would provide weekly status reports to the BOCC at its next two meetings (4/28 & 5/5) as to progress on a supplemental grant proposal (mid-May due date). **Updated text for May 5th is in maroon print.**

Background

- Previous bi-county contracts with Nakaty Enterprises produced background on the Day-McNary water reservation and development of the HHH concept. This work, combined with conclusion of the WRIA 31 watershed plan, set the stage for a bigger step in the Horse Heaven Hills.
- That next proposed step was a “**feasibility study**” of the whole HHH project. Working through the WRIA 31 Planning Unit (the Benton-Klickitat partnership), it was decided to try to get a grant through the Department of Ecology’s Columbia River Water Program to fund the feasibility study.
- The Planning Unit submitted a “pre-application” in fall 2007 for the feasibility study, but *was not* invited by Ecology to submit a full application this spring. In general, Ecology said the concept was too big and “all over the map” with too many moving parts. Ecology said that the concept needed to be refined to be more competitive.
- As a bit of a compromise, Ecology has made a new opportunity available to the counties. Again funding from the Columbia River Water Program, Ecology says they will possibly provide “gap funding” for something they call an “**appraisal level study**”, which would be aimed at refining the HHH concept. The appraisal level study would set some priorities, try to answer some of the big questions, and produce a “preferred alternative”, et cetera.
- Ecology’s Yakima office has told the Planning Unit that they would require a proposal for the appraisal level study to be submitted to them by May 15th to have an opportunity for funding.

continued on reverse

Going Forward

- On April 21st, the BOCC had a workshop on this subject that included Nakaty Enterprises, Department of Ecology, and Klickitat County representation.
- Klickitat County Commissioners have stated that they support pursuing additional funding from Ecology to do the appraisal level study.
- Adam Fyall stated that he would work with Dave McClure (Klickitat County) on getting a proposal to Ecology by the May 15th deadline – a bi-county team approach that we have utilized all along on water-related topics in the Horse Heaven Hills. The BOCC concurred and requested weekly updates leading to the submittal of the proposal.
- Nakaty Enterprises has offered background and has clearly stated that they are available to assist with any portion of this submittal. Staff is prepared to call upon Nakaty if needed.
- As the Planning Unit contract administrator, Dave McClure will be leading the work on this and I will be supporting him. McClure has the right background and contacts to most efficiently lead this project at this time. In addition to Nakaty, McClure may also call upon Aspect Consulting, who has been the WRIA 31 watershed planning consultant since the beginning of that process.
- Dave McClure told me he would get me a status report and timeline early this week, and I will forward that to Commissioners as soon as I receive it myself.
- I will update Commissioners again on Monday, May 5th.

Second Update – May 5th

- Everything is on track and on schedule. The review draft of the proposal is near completion and I am told that I will have that to look at later this week. We want to have it finalized on the 14th.
- In addition to the surface water conveyance and storage option that we are more familiar with, there is also an element in the draft that takes a look at the viability of “ASR” (aquifer storage and retrieval) for agriculture in the Horse Heaven.

###



OFFICE OF THE SHERIFF

BENTON COUNTY, WASHINGTON

LARRY D. TAYLOR, SHERIFF

7122 W. Okanogan Pl., Bldg. A • Kennewick, Washington 99336
Kennewick 735-6555 • Prosser 786-5605

April 25, 2008

To: Board of Benton County Commissioners'

From: Larry D. Taylor, Benton County Sheriff

Re: **Criminal Justice Sales Tax Proposal Summary**

The following is a summary of each agency's proposals to utilize the funds derived from the optional Criminal Justice Sales Tax Measure, if approved by the Board of Benton County Commissioners', will be determined during the general election 2008 by the vote of the people of Benton County. Enclosed is a copy of resolutions and other documents that reflect the support and recommendations from each of the city councils as well as the "plans" of each of the police departments and county agencies on how the funds would be utilized. The combined total of these "plans" equates to \$5,075,350.

Kennewick Police Department

Maximum projected sales tax revenue - \$850,022

Richland Police Department

Maximum projected sales tax revenue - \$609,686

West Richland Police Department

Maximum projected sales tax revenue - \$139,209

Prosser Police Department

Maximum projected sales tax revenue - \$69,898

Benton County Sheriff's Office

Benton County Sheriff's Office plans to utilize the funds derived from the proposed tax to employ two additional detectives that would lessen the demanding work load placed on the investigative division, four deputies to allow for increasing patrol services for the citizens of Benton County, one clerk that has been a need for several years to keep up with obligations of proper retention and filling, four additional correction officers that would be needed to assist in the escorting of prisoners both to and from court hearings that would be a direct link to the "plans" submitted by the local police departments, as well as Alternative Sentencing Funding within the jail. The additional staff and services would have an estimated total of \$1,643,363 for the fiscal year 2009.

Benton County Superior Court Clerk

Benton County Superior Court Clerk request would assist the office in efficiently processing public request as well as scanning of documents for retention purposes. The fiscal impact for 2009 is an estimated \$148,364, which includes two full-time clerks, two workstations, one additional scanning station, miscellaneous cost associated with the additional clerical staff and the cost of training the new personnel.

Benton County District Court

Benton County District Court plans to utilize the funds from the proposed tax to address the current needs of their department. The request includes two full-time clerical employees, the anticipated increase in supplies, training, contract/professional services and other numerous expenses. The estimated total cost for the additional personnel and other expenses is \$80,632.

Benton County District Court also plans to utilize the funds derived from the proposed tax to fund a portion of the Mental Health Court with an estimated total of \$136,000.

The combined cost of \$80,632 for District Court needs and \$136,000 for Mental Health Court needs for an estimated cost of \$216,632 for 2009. **Please refer to additional synopsis in the District Court Section.**

Benton-Franklin Counties Superior Court Administration

Benton-Franklin Counties Superior Court Administration plans to use funds from the proposed tax to increase the current part-time Court Commissioner position from .25 to .50 to assist in non-criminal hearings. The plan also includes the funding of the existing Adult Drug Court, which is currently unfunded due to a grant, which expired in February 2007. The funding for the existing Drug Court and the increase of the part-time Court Commissioner is estimated at \$256,433 for the fiscal year 2009. All services would be for Benton County residence only.

Indigent Defense

Indigent Defense request \$100,000 to fund their plan, which includes an additional Superior Court attorney to assist in the caseload and professional services for all public defenders. **Please refer to additional synopsis in the Indigent Defense Section.**

Benton-Franklin Counties Juvenile Justice Center

Benton-Franklin Counties Juvenile Justice Center plans on using the funds derived from the proposed Criminal Justice Sales Tax as matching funds for federal money received to assist in programs such as Juvenile Drug Court, Selective Aggressive Probation, Family Violence Intervention and Family Treatment Court. Benton County's portion of the cost associated for these programs is estimated at \$319,217 for the fiscal year 2009, which is based off of 2008 cost. All services would be for Benton County residence only.

Benton County Coroner

Benton County Coroner's Office has submitted a letter stating that at this time there are no critical needs that fall within the parameters of the Criminal Justice Sales Tax Measure and is not requesting any funds.

Benton County Prosecutor

Benton County Prosecutor plans to utilize the funds towards additional staff that is needed due to increasing caseload. The additional staff consists of two Deputy Prosecuting Attorney and a Legal Secretary with an estimated cost of \$223,000, which includes computer and additional supplies for the Fiscal year 2009. **Please refer to additional synopsis in the Human Services Section.**

Benton-Franklin Counties Human Services

Benton Franklin Counties Human Services plans to utilize funds to assist in funding programs within the Benton County Jail such as chemical dependency treatment with an estimated cost of \$112,366 and mental health treatment with a combined estimated cost of \$387,160. All services would be for Benton County residence only. **Please refer to additional synopsis in the Human Services Section.**

Ballot Measurer and Resolution

Version 1

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

A RESOLUTION CALLING FOR THE PLACEMENT ON THE BALLOT OF A PROPOSITION FOR AN INCREASE IN SALES AND USE TAX FOR FUNDING LAW AND JUSTICE NEEDS IN BENTON COUNTY

WHEREAS, the Washington State Legislature passed RCW 82.14.450 in 2003 to authorize county legislative authorities to submit propositions to the voters that would authorize an increase in local sales and use tax by up to three-tenths of one percent (0.3%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax; and

WHEREAS, the tax referenced above shall not apply to the retail sales or use of motor vehicles or the first 36 months of a lease thereof; and

WHEREAS, RCW 82.14.450 requires that at least one-third of the revenues from such a tax be used for specified criminal justice purposes and that the County retain 60% of said revenues and 40% be distributed to the cities therein based on relative populations; and

WHEREAS, Benton County has suffered from a dramatic increase in crime in the last ten years, as evidenced by the more than doubling of the number of criminal cases filed per year in Benton County Superior Court and number of calls for service to law enforcement; and

WHEREAS, the legislature expressly found when it passed RCW 82.14.450 that local governments face enormous challenges in the funding of criminal justice services; and

WHEREAS, the increase in the number of committed crimes impacts all facets of the criminal justice system, including the local police departments and Benton County Sheriff's Office, the County Prosecutor's Office and city attorney's offices, public defense systems, District and Superior Courts, the County Clerk's Office; and

WHEREAS, a significant portion of the crimes committed in Benton County are committed by persons with drug, alcohol and/or mental health problems; and

WHEREAS, Benton County has learned from pilot programs consisting of drug courts and mental health evaluations, that such programs can reduce recidivism; and

WHEREAS, approximately 70 percent of the County's general fund budget, which are the funds that the County has discretionary control over, go to law enforcement and other criminal justice services; and

WHEREAS, Benton County and the cities within it have collectively lost millions of dollars annually in funding from the State that subsidized County/city law and justice budgets due to the elimination of the motor vehicle excise tax; and

WHEREAS, County and city property taxes are limited to a maximum annual growth rate of 1%, or the Implicit Price Deflator (IPD), whichever is less, and inflation as measured by the Seattle CPI has increased at a higher rate over the last several years; and

WHEREAS, the County and cities' costs for law enforcement personnel salaries, benefits and

operations of law enforcement departments are increasing at a rate equal to and often higher than the local consumer price index, causing the gap between funds available and funds needed for law enforcement to widen each year; and

WHEREAS, it for reasons such as these that the legislature passed RCW 82.14.450; and

WHEREAS, the legislative authorities of four cities within Benton County have passed resolutions supporting the imposition of a sales and use tax under RCW 82.14.450; and

WHEREAS, the Board of County Commissioners have received reports from a volunteer Citizens Advisory Committee indicating that there is a need for additional funding for the law and justice system within Benton County; and

WHEREAS, the Benton County Sheriff and Prosecuting Attorney, the Benton County Superior Court Administrator, the Benton County Clerk, and the police chiefs from each city within the County have all recommended that the Board call for an election on the imposition of the tax referenced herein; and

WHEREIN, RCW 82.14.450 states that the passage of this measure requires over 50% approval at a primary or general election, and the next general election is November 4, 2008; and

WHEREAS, it appears that the best interests of the people of Benton County would be served by submitting to the affected voters the determination of whether or not to authorize a sales and use tax to fund the needs within the criminal justice system; **NOW THEREFORE**,

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners that a county-wide election be held on November 4, 2008, for the purpose of submitting to the affected voters the determination of whether or not to authorize a sales and use tax increase at the rate of two-tenths of one percent (0.2%) to be levied upon the adoption of an implementing ordinance; and

BE IT FURTHER RESOLVED that the revenue from such tax shall only be utilized by the County and the cities therein for the purposes set forth in the ballot proposition set forth below; and

BE IT FURTHER RESOLVED that the Benton County Auditor is hereby requested to place a proposition on the November 4, 2008, ballot in substantially the following form:

PROPOSITION NO. _____

BENTON COUNTY

INCREASE IN LOCAL SALES AND USE TAX FOR LAW AND JUSTICE NEEDS

Should Benton County impose a sales and use tax equal to two tenths of one percent (two cents on a ten dollar purchase) to improve public safety by funding additional police and corrections officers, reducing court congestion and funding law and justice needs such as drug court, crime prevention, and mental health treatment programs?

APPROVED []

REJECTED []

BE IT FURTHER RESOLVED the Clerk of the Board of County Commissioners is hereby directed to deliver a copy of this Resolution to the Auditor of Benton County in order that the foregoing proposition be placed on the ballot and submitted to the voters of this County for the general election to be held on November 4, 2008.

Dated this _____ day of May, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

R. Brown

Ballot Measurer and Resolution

Version 2

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

A RESOLUTION CALLING FOR THE PLACEMENT ON THE BALLOT OF A PROPOSITION FOR AN INCREASE IN SALES AND USE TAX FOR FUNDING LAW AND JUSTICE NEEDS IN BENTON COUNTY

WHEREAS, the Washington State Legislature passed RCW 82.14.450 in 2003 to authorize county legislative authorities to submit propositions to the voters that would authorize an increase in local sales and use tax by up to three-tenths of one percent (0.3%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax; and

WHEREAS, the tax referenced above shall not apply to the retail sales or use of motor vehicles or the first 36 months of a lease thereof; and

WHEREAS, RCW 82.14.450 requires that at least one-third of the revenues from such a tax be used for specified criminal justice purposes and that the County retain 60% of said revenues and 40% be distributed to the cities therein based on relative populations; and

WHEREAS, Benton County has suffered from a dramatic increase in crime in the last ten years, as evidenced by the more than doubling of the number of criminal cases filed per year in Benton County Superior Court and number of calls for service to law enforcement; and

WHEREAS, the legislature expressly found when it passed RCW 82.14.450 that local governments face enormous challenges in the funding of criminal justice services; and

WHEREAS, the increase in the number of committed crimes impacts all facets of the criminal justice system, including the local police departments and Benton County Sheriff's Office, the County Prosecutor's Office and city attorney's offices, public defense systems, District and Superior Courts, the County Clerk's Office; and

WHEREAS, a significant portion of the crimes committed in Benton County are committed by persons with drug, alcohol and/or mental health problems; and

WHEREAS, Benton County has learned from pilot programs consisting of drug courts and mental health evaluations, that such programs can reduce recidivism; and

WHEREAS, approximately 70 percent of the County's general fund budget, which are the funds that the County has discretionary control over, go to law enforcement and other criminal justice services; and

WHEREAS, Benton County and the cities within it have collectively lost millions of dollars annually in funding from the State that subsidized County/city law and justice budgets due to the elimination of the motor vehicle excise tax; and

WHEREAS, County and city property taxes are limited to a maximum annual growth rate of 1%, or the Implicit Price Deflator (IPD), whichever is less, and inflation as measured by the Seattle CPI has increased at a higher rate over the last several years; and

WHEREAS, the County and cities' costs for law enforcement personnel salaries, benefits and

operations of law enforcement departments are increasing at a rate equal to and often higher than the local consumer price index, causing the gap between funds available and funds needed for law enforcement to widen each year; and

WHEREAS, it for reasons such as these that the legislature passed RCW 82.14.450; and

WHEREAS, the legislative authorities of four cities within Benton County have passed resolutions supporting the imposition of a sales and use tax under RCW 82.14.450; and

WHEREAS, the Board of County Commissioners have received reports from a volunteer Citizens Advisory Committee indicating that there is a need for additional funding for the law and justice system within Benton County; and

WHEREAS, the Benton County Sheriff and Prosecuting Attorney, the Benton County Superior Court Administrator, the Benton County Clerk, and the police chiefs from each city within the County have all recommended that the Board call for an election on the imposition of the tax referenced herein; and

WHEREIN, RCW 82.14.450 states that the passage of this measure requires over 50% approval at a primary or general election, and the next general election is November 4, 2008; and

WHEREAS, it appears that the best interests of the people of Benton County would be served by submitting to the affected voters the determination of whether or not to authorize a sales and use tax to fund the needs within the criminal justice system; **NOW THEREFORE**,

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners that a county-wide election be held on November 4, 2008, for the purpose of submitting to the affected voters the determination of whether or not to authorize a sales and use tax increase at the rate of two-tenths of one percent (0.2%) to be levied upon the adoption of an implementing ordinance; and

BE IT FURTHER RESOLVED that the revenue from such tax shall only be utilized by the County and the cities therein for the purposes set forth in the ballot proposition set forth below; and

BE IT FURTHER RESOLVED that the Benton County Auditor is hereby requested to place a proposition on the November 4, 2008, ballot in substantially the following form:

PROPOSITION NO. _____

BENTON COUNTY

INCREASE IN LOCAL SALES AND USE TAX FOR LAW AND JUSTICE NEEDS

Should Benton County improve public safety by funding additional police and corrections officers, reducing court congestion, and funding law and justice needs such as drug court, crime prevention, and mental health treatment programs by imposing a sales and use tax equal to two tenths of one percent (two cents on a ten dollar purchase)?

APPROVED []

REJECTED []

BE IT FURTHER RESOLVED the Clerk of the Board of County Commissioners is hereby directed to deliver a copy of this Resolution to the Auditor of Benton County in order that the foregoing proposition be placed on the ballot and submitted to the voters of this County for the general election to be held on November 4, 2008.

Dated this _____ day of May, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

R. Brown

Date: February 21, 2008
To: David Sparks, County Administrator
From: Loretta Smith Kelty, Deputy County Administrator
Subject: Analysis of Sales and Use Tax revenue per RCW 82.14.450 under three scenarios of 1/10th, 2/10th and 3/10th of one percent.

I research, analyzed, then updated the data used when preparing the June 19, 2007 memo to you. As the earlier memo stated, trying to forecast future revenues even with the best statistics is far from an exact science.

Projecting potential new revenue:

An accurate source of 1/10th of 1 percent of sales tax collected is the County's financial report for fund 0133-101 (1/10 Percent Criminal Justice). I examined the revenue in this fund from 1999 (\$1,783,587) through 2007 (\$2,976,222). Construction activities at the VIT Plant began generating significant tax revenue in 2003. I based my analysis on that of the \$2,976,222 collected in 2007, of which I estimated that \$141,567 would be attributed to the Vit Plant. Average revenue for fund 0133-101 from 2004 through 2007, excluding Vit Plant sales tax is \$2,537,675, which for purposes of these estimates, will serve as a basis of 1/10th of 1 percent:

1/10 th of 1 percent	\$2,537,675
2/10 th of 1 percent	\$5,075,350
3/10 th of 1 percent	\$7,613,025

Exclusions:

Citing RCW 82.14.450 (3); "The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section.". Such actual transactions are variable by nature and difficult at best to predict. To give a rough estimate of possibilities, as suggested by a Department of Revenue representative, I compiled data from the Taxable Retail Sales and Unit Count Calendar Year, 2007 found on http://dor.wa.gov/Content/AboutUs/StatisticsAndReports/stats_taxretail.aspx . I took taxable sales for the category "New/Used Auto Dealers". First, second and third quarter data was only available for Benton County and the Cities of Kennewick, Richland, Prosser, and West Richland. As the earlier memo stated the figures include more than the sale and lease of motor vehicles.

Cities allocation:

Citing RCW 82.14.450 (5); "...forty percent shall be distributed on a per capita basis to the cities in the County." I've used the United States Census Bureau's most recent report of 2006 to come up with the ratio for each city. This will vary if the relative increase in population between cities varies significantly between 2006 and at such time

Benton County Commissioners
February 21, 2008

as the additional taxes are collected. The related ratio's and dollar value of additional tax revenue for each city follows:

Total potential new revenue, combined (per above):

	<u>1/10th of 1%</u>	<u>2/10th of 1%</u>	<u>3/10th of 1%</u>
Benton County	\$1,361,732	\$2,723,464	\$4,085,195
Benton City	20,351	40,702	61,053
Kennewick	425,011	850,022	1,275,034
Prosser	34,949	69,898	104,847
Richland	304,843	609,686	914,529
West Richland	69,604	139,209	208,813

Other:

The effective date has to begin on one of the state's fiscal year quarters. The additional tax does not apply to taxes collected on periods prior to the effective date. This is significant for the first year, since there is a two month delay between the time citizens pay the additional tax and the subsequent distribution to the County and Cities.

The figures compiled for this memo are estimates only. It uses historical data, which does not predict with certainty future financial activities in Benton County. It also gives only a rough estimate of exclusions; actual variations from which could be significant.

Criminal Justice Sales Tax Proposal Summary

<u>Proposed Tax</u>	<u>Estimated Potential Revenue</u>
1/10th of One Percent	\$ 2,537,675
2/10th of One Percent	5,075,350
3/10th of One Percent	7,613,025

<u>Department / Agency Plans</u>	<u>2009 Request</u>		<u>1/10th of 1%</u>	<u>2/10th of 1%</u>	<u>3/10th of 1%</u>
Kennewick Police Department	\$ 850,022	*	33.50%	16.75%	11.17%
Richland Police Department	609,686	*	24.03%	12.01%	8.01%
West Richland Police Department	139,209	*	5.49%	2.74%	1.83%
Prosser Police Department	69,898	*	2.75%	1.38%	0.92%
Benton County Sheriff	1,643,363		64.76%	32.38%	21.59%
Benton County Superior Court Clerk	148,364		5.85%	2.92%	1.95%
Benton County District Court	216,632		8.54%	4.27%	2.85%
Benton & Franklin Superior Court Administration	256,433		10.11%	5.05%	3.37%
Indigent Defense	100,000		3.94%	1.97%	1.31%
Benton Franklin Counties Juvenile Justice Center	319,217		12.58%	6.29%	4.19%
Benton County Coroner	-		0.00%	0.00%	0.00%
Benton County Prosecuting Attorney	223,000		8.79%	4.39%	2.93%
Benton Franklin Human Health Services	499,526		19.68%	9.84%	6.56%
Total	\$ 5,075,350		200.00%	100.00%	66.67%

* Maximum Amount

City of Kennewick

Maximum Projected Sales Tax Revenue

\$850,022.00

Attached is an updated plan submitted by the Kennewick Police Department addressing their agencies needs beginning in FY-09. Noted in the attached plan are the estimated fiscal impacts that the City of Kennewick has included.

**KENNEWICK POLICE DEPARTMENT RECORDS BUREAU
INTEROFFICE MEMORANDUM**

TO: CHIEF HOHENBERG
FROM: SCOTT W. RUF, STAFF SERVICES MANAGER
SUBJECT: 2/10TH CRIMINAL JUSTICE SALES TAX
DATE: 3/28/2008
CC:

The Benton County Administrator has issued a memo on February 21, 2008 projecting potential new revenue tied to a 2/10th of 1 percent increase in the County Sales and Use Tax allowed per RCW 82.14.450. His projections show an additional \$5,075,350 annually for Benton County, of which the Kennewick Police Department would receive \$850,022 annually. With these additional funds the Kennewick Police Department would allocate the following:

A-	Hire an additional 6 police officers	\$493,020
B-	Hire an additional Assistant City Attorney	\$ 95,136
C-	Upgrade 800MHz Radio Equipment	\$577,000
D-	COK Commitment to the 800MHZ Backbone Upgrade	\$1,000,000
E-	Upgrade/Replace KPD Fleet	\$1,200,000

The above allocations are estimated based on today's costs and subject to adjustment when final revenues begin generating. The allocations for the 800MHz project are one-time capital expenditures with continual maintenance needs. Funds allocated for new officers and the KPD Fleet needs are ongoing and will be sustained continuously based on annual revenue from the Criminal Justice Sales and Use Tax. Any funds generated from this tax base will be committed to maintain/upgrade equipment, technology, and personnel needs for the Kennewick Police Department.

City of Richland

Maximum Projected Sales Tax Revenue

\$609,686.00

No new plan submitted for FY-09. Attached is the plan that the Richland Police Department submitted last year addressing their needs for FY-08. Those needs remain, and the fiscal impacts equal or exceed projected revenues.



Police Administration

Office of the Chief of Police
871 George Washington Way
P.O. Box 190, MS# 17
Richland, Washington 99352
(509) 942-7360



DELIVERING A PRODUCT OF SAFETY AND SERVICE

RICHLAND POLICE DEPARTMENT'S PLAN FOR CRIMINAL JUSTICE TAX

Based on 3 tenths of one percent estimated at \$800,000

2008

New portable radios that are digital 800 megahertz capable	\$250,000
3 police officers (2 assigned to patrol & 1 to detectives) \$150,000 per officer; salary, benefits, training, equipment, estimated overtime, and jail cost. (start up costs included)	\$450,000
Full time civilian support staff for evidence process. Salary, benefits and equipment. (start up costs included)	\$75,000
Protective vest replacement	\$25,000
TOTAL FOR FY-2008 =	\$800,000

2009

2 police officers (1 assigned to patrol, 1 assigned to community outreach)	\$300,000
---	-----------

Additional funds can be used for supplement of a city prosecutor or an additional ½ clerk or digital patrol car camera program.

2010 and beyond

As additional fund become available as the tax base grows, additional funding can be used for future full time employees such as officer positions and clerks or equipment needs.

All funds collected from the sales tax will be placed in a separate line item within the police department's budget for tracking and audit purposes.

All figures are estimated and rounded up.

From: "Corsi, Tony" <TCorsi@CI.RICHLAND.WA.US>
To: <larry.taylor@co.benton.wa.us>
Date: 6/13/2007 4:10:47 PM
Subject: FW: Resol to Spt Crim Just Funding - 05-07

Larry,

Here is the staff report I sent to council. It explains the first year funding only: new portable radios capable of 800 Digital, new vests, and three officers; 2 to go to patrol and one to detectives. In 2009 we are looking at putting all digital cameras in our cars along with 2 additional officers. That is as far as we got. So that would be a total of 5 officers in 2 years and much needed equipment. We are also looking to add a new support staff position and help fund a city prosecutor.

Let me know if you need more.

Thanks

TC

From: Spellman, Diane
Sent: Wednesday, June 13, 2007 4:03 PM
To: Corsi, Tony
Subject: Resol to Spt Crim Just Funding - 05-07

replacement cost is estimated to be about \$300,000. The officers' protective vests are also in need of replacement at the cost of about \$50,000. This funding source would be used to cover those equipment costs.

When considering any additional staffing needs, this funding source would be used to cover all expenses relating to the hiring of new officers. Examples of this would be salary and benefits, training, equipment, overtime, and any jail costs that potentially can be generated by additional personnel. At this time, the RPD is planning to add an additional three police officers. All of these officers would be used to support the department's core mission. Two officers would be used in patrol to cover high volume call periods, and the third officer would be used to investigate internet fraud and computer crime that includes child pornography and financial crimes. It is strongly believed that in the future, this type of crime will put a strain on law enforcement agencies' resources.

CONCLUSION

In the public survey conducted in 2004, the question was asked if citizens of Richland would support a tax increase for additional police officers. That response came back yes, by 70 percent of those responding. It is recommended, as beneficial to the City, that Council approve this initiative so it can be placed on the November ballot to allow the citizens to cast their vote.

PREPARED BY: Tony Corsi, Police Services Director

REVIEWED BY: Ron Musson, Administrative Services Director
Thomas O. Lampson, City Attorney

ATTACHMENTS

TO: City Council
FROM: Police Services
DATE: May 15, 2007

Approved for Agenda _____
Date _____

SUBJECT: RESOLUTION SUPPORTING A BALLOT ISSUE TO INCREASE
CRIMINAL JUSTICE FUNDING: ADOPTION

RECOMMENDATION

It is recommended Council adopt a resolution supporting a public vote to increase the Benton County sales tax dedicated to providing sustained funding for criminal justice (Attachment 1). The amount to be decided by the Benton County Commissioners would be no less than one-tenth of one percent and no more than three-tenths of one percent.

COMMUNITY PRIORITIES

- Strengthen Economic Development Improve Our Quality of Life
 Be Careful Stewards of Our Public Resources Revitalize Our Community

FISCAL IMPACT

Depending on what the Benton County Citizens Advisory Committee (Advisory Committee) decides to recommend, and what the Benton County Commissioners approve, the financial impact to an average Benton County household would be an estimated \$30 to \$34 per year. It is believed the funding to the City of Richland will be between \$700,000 and \$800,000 per year.

BACKGROUND

In May 2005, the Advisory Committee was formed to evaluate criminal justice funding. At that time, the Benton County Commissioners did not vote to put the initiative on the ballot, although they did support having the action committee maintain their exploration of this matter. The Advisory Committee continued to examine the issue and has used a facilitator to further assist them in their research. The Advisory Committee is now ready to bring its conclusion to the Benton County Commissioners for approval to have an initiative on the general election ballot (Attachment 2).

ANALYSIS

One of the obstacles faced by the City is a sustained funding source, which will be provided by this additional funding. The funds that are generated by this tax need to be used for future staffing needs and immediate equipment needs. In 2008, all of the Richland Police Services Department (RPD) portable radios will be ten years old, and the

City of W. Richland

Maximum Projected Sales Tax Revenue

\$139,209.00

Attached is an updated plan submitted by the W. Richland Police Department addressing their agencies needs beginning in FY-09. Noted in the attached plan are the estimated fiscal impacts that the City of W. Richland has included.



West Richland Police Department
3805 W. Van Giesen
West Richland, WA 99353



February 21, 2008

Sheriff Larry Taylor
Commissioner Leo Bowman
Commissioner Max Benitz
Commissioner Claude Oliver

RE: Criminal Justice Sales Tax Initiative

Gentleman:

The City of West Richland and the Police Department are still interested in pursuing a Criminal Justice Sales Tax initiative for the upcoming general election. We have reviewed the costs for 2009 and propose the following needs:

Two additional officers - \$286,082. This is a total cost inclusive of vehicles, radios, training academy, uniforms, salary and benefits, etc.

Radio changeover system - \$143,864. The changeover from 800 analog to digital is coming in early 2009 and this only includes the cost or replacement radios and is not a reflection of any increased maintenance or back bone system support.

Our total cost, for just these two needs, is \$429,946.

Please feel free to contact me about this, or any other issue, for which I may be of assistance.

Sincerely,

Layne A. Erdman
Chief of Police

From: Layne Erdman <lae@westrichland.org>
To: 'Larry Taylor' <larry_taylor@co.benton.wa.us>
Date: 2/5/2008 10:37:24 AM
Subject: FW: 09 ofc ret

Below you will see a break down for per officer retention costs. We would like to be able to hire and equip two officers so that total would be \$286,082.

I confirmed with the mayor that he is interested in continuing this vote. He will write a letter if you would like one with his signature. We can also refresh the council resolution if desired.

Layne A. Erdman
 Chief of Police
 West Richland Police Department
 3805 W. Van Giesen
 West Richland, WA 99353
 (509) 967-3425

From: Rick Morrell
 Sent: Tuesday, February 05, 2008 10:06 AM
 To: Layne Erdman
 Subject: 09 ofc ret

2009 Officer Retention Costs

Advertising	180	TCH & Yakima Hearld
Testing		
Overtime	1898	(3 ofc's 8 hrs OT, 5 Ofc's @ 4hrs)
Civil Service	75	

Background	
40 hrs	1150
Psych	500

Hiring	
Uniform	1700 (Academy, Class B @ A)
Vest	675
Weapon	440
Duty Gear	250
RCW	25
Fuel	3906 (Avg 105 gal per month @ 3.10 gal)
Laptop	4000
Portable	3700
Cell Phone	240
Badge	85
Vehicle	33000 (car & equip)
Digital Camera	350

FTO	
FTO Time	17447 (14 weeks)
Salary	
Base	49033

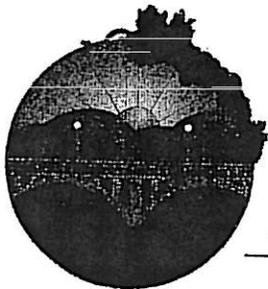
Fitness	1500	
Benefits	18142	(37% base)
Holiday	4745	
Total	143041	

City of Prosser

Maximum Projected Sales Tax Revenue

\$69,898.00

Attached is a letter from the Mayor of Prosser stating that the City Council has authorized supporting a ballot measure for up to 3/10th if 1% Sales Tax. The City has been advised that only 2/10th of 1% will be presented to the Board of Commissioners to consider allowing to go to the voters during the General Election on November 4, 2008.



City of Prosser

March 26, 2008

Office of the Benton County Commissioners
Benton County Court House
620 Market Street
P.O. Box 190
Prosser, WA 99350

Chairman, Leo Bowman
Commissioner, Max Benitz, Jr.
Commissioner, Claude Oliver

Attn: Sheriff Larry Taylor

Re: Benton County Ballot Issue Regarding Sales Tax for Law and Justice

Dear Commissioners,

Thank you for the opportunity to comment on a proposed November ballot allowing the voters of Benton County to address the possibility of a 1/10th to 3/10th sales tax for criminal justice. The Prosser City Council on Tuesday, March 25th voted to authorize me as Mayor to submit a letter supporting placing a measure on the ballot for voter decision.

If such a measure is crafted and adopted, the City of Prosser would use the City's share of the revenue, as we understand it, to support an additional police officer, including equipment, uniforms, and training necessary.

Thank you for the opportunity to comment on this question. If you have any questions, please do not hesitate to contact me.

Sincerely,

Paul Warden
Mayor

Cc: Fred Stouder, City Administrator
Cathleen Koch, Finance Director/City Clerk
Prosser City Council Members



OFFICE OF THE SHERIFF BENTON COUNTY, WASHINGTON

LARRY D. TAYLOR, SHERIFF

7122 W. Okanogan Pl., Bldg. A • Kennewick, Washington 99336
Kennewick 735-6555 • Prosser 786-5605

Benton County Sheriff's Office Plan For Criminal Justice Sales Tax Funding

The following proposal illustrates two areas for consideration if a criminal justice sales tax funding measure is put to the vote of the people in Benton County. The first area addresses the needs for the Benton County Sheriff's Office in order to provide the necessary investigative and patrol services for the citizens throughout Benton County. The second area address the anticipated impacts on the Benton County Jail based upon the needs as proposed by the Law Enforcement agencies in Benton County.

Two Detectives: \$ 307,591.00

These two detectives are necessary to keep up with the every demanding workload placed upon the investigative division of the Benton County Sheriff's Office. With these two positions, the estimated FY-09 start up costs includes salaries, benefits, training, vehicles (over a four year replacement period), equipment, estimated overtime and other ancillary costs.

Four Deputies: \$ 565,343.00

These four positions were not included in the Funding Plan presented for FY-08 due to it being included in the Sheriff's Office budgetary requests for FY-08. One of the five Uniformed Deputy positions requested was actually granted, leaving the remaining four positions unfilled, but badly needed to respond to the continual increase in calls for service. The FY-09 start up costs includes salaries, benefits, training, vehicles (four year replacement period) equipment, estimated overtime and other ancillary costs for four deputies.

One Clerk: \$ 57,736.00

The additional clerk is a position that has been needed for several years to keep up with the Sheriff's Office obligations for proper records retention and filings. Costs reflected include salaries, benefits, training and uniforms.

Four Correctional Officers: \$ 300,200.00

As illustrated in the "plans" that the city police departments have submitted, these additional police officers would have an impact on the Benton County Jail being able to maintain staffing levels to handle the increased number of bookings and incarcerations. With this is the requirement that corrections officers escort the prisoners both too and from court hearings. Four additional corrections officers would allow the Benton County Sheriff's Office to address the inmate movement to and from court hearings. The costs associated with the requested four additional corrections officers include salaries, benefits, training, equipment, and estimated overtime.

Alternative Sentencing Funding: \$412,493.00

Holding inmates accountable for the crimes in which they have been convicted of is paramount to community public safety. Equally important to holding inmates accountable is exploring alternatives to actual incarceration within the county jail. Alternatives to incarceration are applicable to certain inmates under special circumstances as a means of reducing recidivism and remaining fiscally responsive. The Benton County Jail currently employs three primary alternatives to incarceration. Those alternatives include six work crews, home monitoring program and a work release center with a very limited capacity level.

This proposal, under the Sheriff's Office control, would be used to expand on the current work release program, address a day jail center, and other preventative programs. These preventative programs could be contracted by the Sheriff's Office as another means of holding persons accountable, while providing a service to them to help them help themselves be a better citizen within our communities and keep out of jail. Some of those services include, but are not limited to:

Educational Services: These include G.E.D. programs and job skills training.

Moral Recognition Training: This is a program that had recently been cut due to funding, but had been a proven means of reducing recidivism. The program helps inmates deal with anger management issues and overall quality of life issues.

N.A. and A.A. treatment programs while incarcerated.

Expansion of the current contract with Tri-City Chaplaincy: Additional religious and counseling services in the jail facility.

Sheriff's Office can also contract with Public Health to implement prevention programs that have been endorsed by police chiefs and sheriffs that have been shown to reduce crime.

Total Costs For FY-2009 = \$1,643,363.00

**2009 Criminal Justice Sales Tax Measurer
Estimated Cost for the Sheriff's Office Request**

Account Title	Account #	Annual Cost of Detective	Annual Cost of Patrol Deputy	Annual Cost of Entry of Patrol Deputy	Annual Cost of Correction Officer	Annual Cost of Clerk	Cost of new hire due to promotion of detective	Total of 2 Detective	Cost of new hire due to promotion of detective	Total Cost of 4 Patrol Deputies	Total for 4 Correction Officers	Clerk	Alternative Sentencing Funding	Total Amount of Request
Salary		\$ 66,120.00	\$ 57,516.00	\$ 50,112.00	\$ 43,380.00	\$ 37,524.00		\$ 132,240.00		\$ 215,256.00	\$ 173,520.00	\$ 37,524.00		\$ 558,540.00
FICA	000.000.2102	5,367.87	4,344.89	3,796.85	3,291.03	2,870.59		10,735.75		16,283.48	13,164.12	2,870.59		43,053.94
Medical	000.000.2103	10,088.32	10,088.32	10,088.32	9,975.20	8,760.00		20,176.63		40,353.26	39,904.80	8,760.00		109,194.70
Retirement	000.000.2104	3,612.82	3,038.64	2,655.36	3,678.21	2,048.81		7,225.65		11,388.00	14,712.84	2,048.81		35,375.30
Insurance Management	000.000.9601	1,768.00	1,768.00	1,768.00	1,768.00	1,768.00		3,535.99		7,071.99	7,071.99	1,768.00		19,447.96
Workers Comp	000.000.9602	2,030.08	2,030.08	2,030.08	2,030.08	485.47		4,060.15		8,120.30	8,120.30	485.47		20,786.23
Accumulative Leave	000.000.9908	1,098.30	983.93	868.56	752.85	656.67		2,196.60		3,724.98	3,011.40	656.67		9,589.65
Overtime	000.000.1925	4,768.28	4,147.80	3,613.85	4,504.85	300.00		9,536.56		15,523.30	18,019.42	300.00		43,079.28
Uniform & Accessories	000.000.2105	500.00	3,931.51	3,931.51	1,377.60	523.00		1,000.00	4,292.15	15,726.04	5,510.40	523.00		31,120.74
Uniform Laundry	000.000.2106	523.00	523.00	523.00	523.00	523.00		1,046.00		2,092.00	2,092.00	523.00		5,753.00
Small Item	000.000.3501		9,524.05	9,524.05	2,500.00				4,845.00	38,096.20	10,000.00			57,786.20
Computer Hardware & Software	000.000.9305	2,000.00	4,300.00	4,300.00		2,000.00		4,000.00		17,200.00		2,000.00		23,200.00
Operating Supplies	000.000.3105	1,168.25	1,168.25	1,168.25		400.00		2,336.50		4,673.00		400.00		7,409.50
Ammunition	000.000.3126	230.00	230.00	230.00				460.00		920.00				1,360.00
Training	000.000.4905	500.00	250.00	250.00	250.00	200.00		1,000.00		1,000.00	1,000.00	200.00		3,200.00
Travel	000.000.4301	5,000.00	500.00	500.00	500.00	200.00		10,000.00		2,000.00	2,000.00	200.00		14,200.00
Radio Maintenance	000.000.4813	230.00	230.00	230.00	230.00			460.00		920.00	920.00			2,300.00
Capital Outlay Vehicles	000.000.6410	34,565.77	34,360.80	34,360.80				69,131.54		137,443.20				206,574.74
Oil & Lubrications	000.000.3103	3,000.00	4,800.00	4,800.00				6,000.00		19,200.00				25,200.00
Repair & Maintenance	000.000.9802	1,800.00	1,800.00	1,800.00				3,600.00		7,200.00				10,800.00
EDC-800 MHz User Fees	000.000.5119	288.00	288.00	288.00	288.00			576.00		1,152.00	1,152.00			2,880.00
Alternative Sentencing Funding													414,493.00	414,493.00
Total		\$144,658.68	\$145,833.26	\$136,838.62	\$75,049.82	\$57,736.53	\$ 9,137.15	\$ 209,317.37	\$ 18,274.30	\$ 565,343.76	\$ 300,199.27	\$ 57,736.53	\$ 414,493.00	\$ 1,645,364.23

Benton County Superior Court Clerk

STAFFING AND MISCELLANEOUS NEEDS

2009

- ◆ 2 Fulltime clerks to back up the front counter, assist with scanning and for the criminal department - We need assistance with the front counter to efficiently process requests from the public. In addition this person would assist with scanning documents. The criminal clerk would prepare dockets for court and clerk the courtroom during court hearings. (Funded annually)

- ◆ Funding is needed to scan our archival records. This is a situation that required immediate attention, in part due to the fact that one building where we are storing a portion of our files is slated for destruction. We also are finding that our old files are beginning to deteriorate and need to be scanned to preserve our records. We currently have approximately 5,000,000 documents that need to be scanned for electronic storage and retrieval. (Funded annually until project complete)

- ◆ Travel, Training, Office supplies, Telephone, Data Processing, Computer equipment lease, Workers Compensation, accumulated Leave - These costs are directly related to either the number of staff or the amount of salaries in my budget. These would need to be increased to match an increase in staffing. (Funded annually)

- ◆ Scanner – We need to purchase a high speed scanner to accommodate the number of documents filed with this office.

Benton County Superior Court Clerk

FINANCIAL IMPACT OF STAFFING/MISCELLANEOUS NEEDS

2009

\$87,364	2 Fulltime clerks (Step 6B): Annual cost based on 2008 bargaining agreement with an increase of 3.5%, including benefits. (funding to continue annually)
\$ 5,000	1 high speed scanner (approx)
\$ 6,000	2 computer work stations
\$40,000	Scanning of archival documents (funding to continue annually until project complete)
\$10,000	Annual cost to increase the travel, training, office supplies, telephone, data processing, workers compensation and accumulated leave directly related to additional staff. (funding to continue annually)

Total 2009 additional funding: \$148,364

District Court

STAFF	COST	%PAID BY CITIES	%PAID BY COUNTY
CLERK - AGENCY DESK	\$ 34,224	\$ 16,770	\$ 17,454
CLERK - FLOATER	\$ 33,408	\$ 16,370	\$ 17,038
1/2 JUDICIAL POSITION	\$ Q 67,116	\$ 32,887	\$ 34,229
1/2 COURTROOM RECORDER	\$ Q 17,796	\$ 8,720	\$ 9,076
FICA/MED/RETIREMENT	\$ 10,000 50,626	\$ 24,807	\$ 25,819
COMPUTERS	\$ 3,000 ⁰⁰ 8,000	\$ 3,920	\$ 4,080
TOTALS	\$ 211,170	\$ 103,474	\$ 107,696
<i>80,632</i>			

MENTAL HEALTH COURT

STAFF/EQUIPMENT	COST	% PAID BY CITIES *
PART-TIME JUDGE \$	32 ^k 85,183.00 \$	40,036.00
PROGRAM MANAGER \$	Q 28,000.00 \$	18,000.00
SUPERVISOR \$	✓ 40,000.00 \$	18,800.00
1/2 PROBATION OFFICERS \$	50 ^k 100,000.00 \$	47,000.00
MENTAL HEALTH TREATMENT \$	50 ^k 100,000.00 \$	47,600.00
ATTORNEY \$	36,000.00 \$	16,920.00
PROSECUTOR \$	20,000.00 \$	9,400.00
COMPUTER/PRINTERS \$	4K 11,500.00 \$	5,405.00
 TOTALS	 <u>420,683.00</u> \$ 136,000 ⁰⁰	 203,161.00

* PERCENTAGES PAID BY THE MUNICIPALITIES AND COUNTY ARE BASED ON CURRENT PERCENTAGES FOR 2007, AND ARE SUBJECT TO CHANGE FOR

% PAID BY COUNTY *

\$	45,147.00
\$	22,000.00
\$	21,200.00
\$	53,000.00
\$	53,000.00
\$	19,080.00
\$	10,600.00
\$	6,095.00

230,122.00

BASED ON THE
PERCENTAGES FOR
2008 AND 2009

Mental Health Court - Budget

512.4	20% Judicial Position	\$22,183
512.4	Case Manager	\$53,377
512.4	PT Prob Officer	\$21,012
512.4	PT Clerk	\$13,332
512.4	20% Prosecutor	\$19,080
512.4	Defense Attorney	\$36,000
512.400.1925	Overtime	\$2,000
Total Wages		\$166,984

512.400.2102	FICA	\$8,321
512.400.2103	Medical Ins	\$9,677
512.400.2104	Retirement	\$760
Total Benefits		\$18,758

512.400.3101	Office supplies	\$3,938
512.400.3111	Publications	\$650
512.400.3123	Judicial Robes	\$100
Total Supplies		\$4,688

512.400.4103	Prof Services	\$15,600
512.400.4201	Postage	\$1,000
512.400.4202	Telephone	\$200
512.400.4301	Travel	\$3,000
512.400.4401	Legal Advertising	\$300
512.400.4503	Rentals-Office Equip	\$1,450
512.400.4901	Association Dues	\$600
512.400.4905	Training	\$2,500
512.400.4906	Print/Bindery	\$2,000
Total Other Services Charges		\$23,650

512.400.9101	Data Processing	\$4,700
512.400.9401	Computer Purchases	\$16,880
512.400.9501	Computer Lease Equip	\$930
512.400.9601	Ins. Mgmt	\$1,650
512.400.9602	Workers Comp	\$1,020
512.400.9908	Accum Leave	\$1,965
Total Interfund Payments		\$27,145

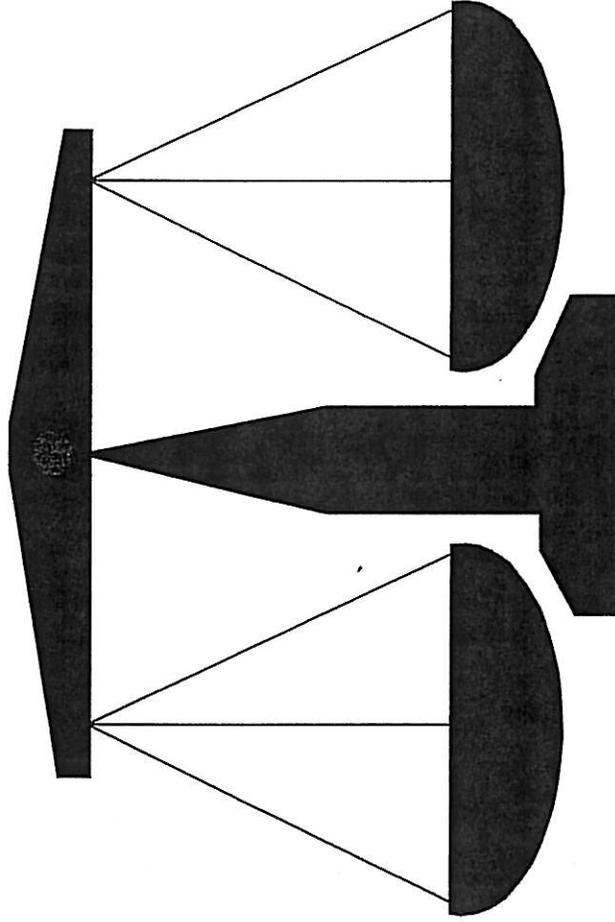
Total Mental Health Court Budget **\$241,225**

This budget does not include additional courtroom and office space

BENTON & FRANKLIN COUNTIES SUPERIOR COURT ADMINISTRATION

CRIMINAL JUSTICE FUNDING NEEDS

(MARCH 24, 2008)



SUPERIOR COURT ADMINISTRATIVE STAFFING NEEDS:

COURT COMMISSIONER:

The 2007 Judicial Needs Estimates calculated by the Washington State Office of Court Administration states an estimated need of 9.98 judicial officers for Benton and Franklin Counties Superior Court. We currently are staffed at 8.25 judicial officers. The Court is requesting an increase of .25 Court Commissioner position bringing the current part-time Court Commissioner from .25 position to .50 position and enabling the Court Commissioner to be available for non-criminal hearings allowing more judicial resources to be dedicated to criminal matters.

REQUEST:

.25 COURT COMMISSIONER

\$38,832	Total Salary and Benefits
\$29,027	Salary & Benefits – Benton Co.
	\$9,805 Salary & Benefits – Franklin Co.

ADULT DRUG COURT PROGRAM:

In September of 2003 Superior Court was awarded a 3-year federally funded grant to operate a Bi-County Adult Drug Court serving approximately 45-50 individuals. The grant concluded in February of 2007 and to date no on-going sustainability funding has been identified.

The Adult Drug Court is available to those individuals charged with a first time drug offense and who qualify under the drug court rules. The individuals are required to adhere to strict program requirements including weekly court hearings, counseling, treatment, self-improvement (employment, schooling, parenting classes, etc.) and upon completion of the program and payment of the drug court fees, their felony charge is dismissed. The Drug Court is comprised of a Superior Court Judge, a Deputy Prosecutor from each county, a defense attorney, a substance abuse counselor, law enforcement representative, Drug Court Coordinator and Case Manager.

Statistically based studies have proven that drug courts nationwide reduce felony recidivism and create a long-term cost savings to not only the county, but the community and state as well. Savings are realized in reduced jail costs, social service and medical costs, foster care costs, and long-term costs related to drug addicted babies born to drug addicts. Drug Courts return contributing members of society back to the community.

The following is an outline of costs associated with sustaining the Adult Drug Court beginning January, 2008 and serving 70 participants.

REQUEST:

**ADULT DRUG COURT COORDINATOR – 33.33 FTE
(1/3 Adult Drug Court – 1/3 Juvenile Drug Court – 1/3 Family Drug Court)**

\$25,982	Total Salary and Benefits
\$19,507	Salary & Benefits – Benton Co. \$6,475 Salary & Benefits – Franklin Co.

DRUG COURT CASE MANAGER (Grade 12) – (Existing Case Manager)

\$64,755	Total Salary and Benefits
\$48,618	Salary & Benefits – Benton Co. \$16,137 Salary & Benefits – Franklin Co.

DRUG COURT CASE MANAGER (Grade 12) – (New Case Manager)

\$57,446	Total Salary and Benefits
\$43,130	Salary & Benefits – Benton Co. \$14,316 Salary & Benefits – Franklin Co.

.50 - SECRETARY/RECEPTIONIST (Grade 4)

\$18,490	Total Salary and Benefits	
\$13,882	Salary & Benefits - Benton Co.	\$ 4,608
		Salary & Benefits - Franklin Co.

SUPERIOR COURT CLERK - REIMBURSEMENT (.75 day/week)

\$9,184	Total Reimbursement for Salaries and Benefits	
\$6,895	Benton Co.	\$ 2,289
		Franklin Co.

PROSECUTOR - REIMBURSEMENT (1.5 day/week)

\$46,529	Total Reimbursement	
\$34,934	Benton Co.	\$11,595
		Franklin Co.

~~DEFENSE ATTORNEY - (Contract Service)~~

\$49,440	per year	
\$37,120	Benton Co.	\$12,320
		Franklin Co.

*TREATMENT – (Contract Service) (*Funding provided by CJTA funds-cost not included below)

\$33,000 per year
\$24,776 Benton Co. \$8,224 Franklin Co.

TRAVEL & TRAINING FOR DRUG COURT TEAM

\$3,500 per year
\$2,628 Benton Co. \$872 Franklin Co.

TRACKER (Contract Service)

\$50,000 per year
\$37,540 Benton Co. \$12,460 Franklin Co.

UA & LAB COSTS (Contract Service)

\$27,000 per year
\$20,272 Benton Co. \$6,728 Franklin Co.

SUB-TOTAL ADULT DRUG COURT COST PER YEAR:

(*total does not include drug court treatment costs)

\$ 352,326

BENTON COUNTY:

\$ 264,526

FRANKLIN COUNTY:

\$ 87,800

GRAND TOTAL (Administrative Costs & Adult Drug Court):

BENTON COUNTY:

\$ 391,158

\$ 293,553 - \$ 37,120 = \$ 256,433

FRANKLIN COUNTY:

\$ 97,605

****NOTE:** All benefits have been calculated at 2008 Bi-County/Non-Bargaining Salary and Benefit rates, including step increases, and the Court Commissioner salary is based on the current legislative directive. No future year projections have been calculated.

From: Pat Austin
To: Larry Taylor
Date: 3/24/2008 2:13:18 PM
Subject: Re: Sales Tax Measure

Larry,

Here is Superior Court. The same proposal as last year with current figures.

Pat

Patricia Austin
Superior Court Administrator
Benton & Franklin Counties
7122 W. Okanogan Place, Building A,
Kennewick, WA 99336

CONFIDENTIALITY STATEMENT

This message contains information that may be confidential per RCW 13.50.050 or 42CFR, Part 2. If this message was sent to you in error, any use, or disclosure or distribution of its contents is prohibited. If you receive this message in error, please contact me at the e-mail address listed above and delete this message without printing, copying, or forwarding it. Thank you.

(509)736-3071 Ext. 4

pat.austin@co.benton.wa.us

>>> Larry Taylor 3/24/2008 1:56 PM >>>

Greetings All:

Just a friendly reminder to all that I am in need of your department/office "plan" for the Criminal Justice Sales Tax Measure that we are going to have presented to the Board of Commissioners. The hope is, after all of the "plans" have been turned in, to have all the financial calculations completed and a group make the presentation to the Board of Commissioners on Monday, April 7th. With that, the finished product must be submitted to the Clerk of the Board of Commissioners no later than Wednesday, April 2nd. However, I will need a few days to perform all of the finalized calculations, photocopying, reviewing the plans with Andy and putting the books together (if my staff and I can dedicate the necessary time). If all of you could E-mail to me your final "plan" with the costs and brief synopsis included, I would greatly appreciate it. If possible, please submit by this coming Friday, March 28th.

Thanks you very much,

Larry

MEMORANDUM

To: Andy Miller
Prosecuting Attorney

Larry Taylor
Sheriff

From: Rafael Gonzales
Indigent Defense Coordinator

Re: Proposed criminal justice funding

It is entirely appropriate that a portion of any proposed increase in criminal justice system funding be directed toward indigent defense needs. As the total number of line officers and prosecutors in the County's law enforcement system increases that virtually certainly will result in increased criminal case filings in the courts, which in turn means that indigent defense needs will increase as well. Indigent (or public) defense—providing attorneys for persons charged with a crime but who are not able to afford a lawyer—is nearly all reactive; defenders respond to the filing of a criminal charge and as the number of persons facing criminal charges increases, the responsibilities of public defenders increase as well.

Each criminal charge filed by the County Prosecutor's office requires that a public defender be appointed to help the accused person make their way through the criminal justice system. Equal protection requires that all persons who are facing the same kinds of criminal penalties, including, for example, non-citizens charged with a crime, be treated in the same way.

Currently, contract attorneys, i.e. attorneys who hold individual contracts with the county to provide indigent defense services, provide all of our county's direct representation for indigent defendants. The county provides investigative services in the same manner, using local firms for the work.

In the adult felony system, approximately 10 attorneys perform contract public defense work for the county. A number of additional lawyers provide defense services in the District Court, the Juvenile Court system and in other specialty courts such as adult drug court.

DISTRICT COURT PUBLIC DEFENDERS

Benton County District Court filings, i.e. non-felony cases including serious traffic charges, have increased each of the last two years. Because of those increases, the caseload for defense lawyers in those courts also has gone up.

Public defenders in our District Courts each handle nearly 400 misdemeanor (non-felony) cases, the maximum allowable caseload under Washington State Bar Association standards, on an annual basis. As the caseload continues to increase, the only possible response is an increase in available attorneys for these defendants. Moreover, added caseloads in some specific areas such as representation for indigent persons with probation violation claims and legal financial obligation matters have resulted in additional demands on the entire District Court system, including the indigent defense system. A funding increase in the District Court would serve to keep District Court defender caseloads at a manageable level and help ensure that indigent defendants receive fair treatment in the court system.

The District Court administration has proposed that a budget amount equal to the percentage of increase for other law enforcement entities is an appropriate way to apportion any available funding. Since funding for District Court defenders comes from that court's budget, any increase for public defense services would be part of that court's overall funding increase.

JUVENILE COURT PUBLIC DEFENDERS

Benton and Franklin Counties jointly operate the Juvenile Court system through an interlocal agreement. Since funding for the Juvenile Court defenders comes from that court's budget, any increase for public defense services would be part of that court's overall funding request.

SUPERIOR COURT PUBLIC DEFENDERS

While the number of District Court filings has increased in the recent past, the number of felony criminal charges filed in Superior Court has maintained a relatively steady pace. The current felony public defenders generally are at or close to state caseload standards, a situation that appears likely to continue unless there are unexpected changes in the criminal justice system. Currently, with the projected increase in police activity and the resulting increase in felony filings, it appears that one additional felony attorney would be needed to handle the added caseload. Basically, just as in District Court, when more police and prosecutors are added to the system, more criminal cases are filed and more defense attorneys are required to ensure that indigent persons charged with crimes receive an appropriate defense.

Furthermore, there are additional commitments for attorneys in the Superior Court system now being contemplated, such as development of a mental health court that would result in increased demands for attorney time. However, even considering the additional demands, it does appear that one additional attorney can meet the projected needs. Currently, Superior Court felony attorneys are compensated at the rate of approximately \$75,000 per year, which then would be the annual cost at current compensation rates.

PROFESSIONAL SERVICES

Appropriate representation for persons who cannot afford their own attorney includes access to services such as investigators and other experts who assist defense counsel in dealing with individual cases. The likely increases in case filings will result in an increased need for professional services. Costs for those services in the Benton County court system have been on the rise, a trend that is expected to continue. It appears that 2008 costs will approach \$200,000. Based on that projected figure, an increase of 12 percent would result in an annual added cost of \$25,000.

TOTAL PUBLIC DEFENSE COSTS

Caseload totals are accepted as an extremely important element in ensuring that indigent defendants unable to afford their own lawyer receive appropriate representation. In essence, public defenders need ample time to prepare their cases for disposition. If there are too many cases for the attorney to handle, the representation could fall below what is needed for each person to receive fair treatment in the criminal justice system.

Since additional police and prosecutors are being requested, it appears virtually certain that case filings would go up. As the case filings go up and more and more persons become involved with the criminal justice system, the need for an ample number of public defenders to meet that need is clear.

For Benton County to continue providing appropriate representation for persons being charged with crimes in the adult felony system, one additional Superior Court attorney would be necessary. In addition, in order for all of the attorneys in the system to do their job and ensure fair treatment, additional professional services such as investigators and experts are necessary. The added annual cost to the county for indigent defense in the adult felony system, based on current compensation figures, would be \$100,000; \$75,000 for one additional public defender and \$25,000 to help ensure the appropriate availability of professional services for all defenders in the county's court system.

BENTON COUNTY PROSECUTOR
 7122 W. Okanogan Place, Bldg. A
 Kennewick WA 99336

Telephone: 735-3591 Fax: 736-3066

RECEIVED

APR 04 2008

BENTON COUNTY
 SHERIFF'S DEPT

2008

Salary for DPA - 19B (2)	\$58,565	including benefits: \$79,009 x 2 = 158,018
Supplies for DPA (2)	Computer	\$1300 x 2 = \$2600
	desk credenza bookcase chair	\$5000 x 2 = \$10,000 (estimated)
Estimated Total	2 attorneys	\$170,618.00

Salary for LS - 6B	\$3534.67	including benefits: \$42,416.04
Supplies for LS	Computer	\$1300
	workstation	\$5500 (estimated)
Estimated Total		\$49,216.04

Misc. Costs	Bar Dues for Atty CLE travel & training Supplies	\$ 350 estimated \$1500 estimated \$ 500 estimate
Estimated Total		\$2350.00

BENTON COUNTY PROSECUTOR
 7122 W. Okanogan Place, Bldg. A
 Kennewick WA 99336
 Telephone: 735-3591 Fax: 736-3066

Employee: DPA II - Grade 19B

Year: 2008

Rate of pay per month		\$4978.00
Medical/Dental/Life Insurances	\$730.00	
FICA (Social Security) .0765 x gross	\$380.82	
Labor & Industries (.0343 x hrs worked)*	\$ 5.95	
Retirement (.0613 x gross)	\$305.15	
VEBA Contribution (.035 x gross)	\$174.23	
 Total Cost per month	 	 \$6574.15
 TOTAL COST PER YEAR	 	 \$87,889.80

*average hours per month = 173.333

BENTON COUNTY PROSECUTOR
 7122 W. Okanogan Place, Bldg. A
 Kennewick WA 99336
 Telephone: 735-3591 Fax: 736-3066

Employee: LS III - Grade 6B

Year: 2008

Rate of pay per month	\$2449.00
Medical/Dental/Life Insurances	\$ 730.00
FICA (Social Security) .0765 x gross	\$ 187.35
Labor & Industries (.0343 x hrs worked) *	\$ 5.95
Retirement (.0613 x gross)	\$ 150.12
VEBA Contribution (.005 x gross)	\$ 12.25
 Total cost per month	 \$3534.67
 TOTAL COST PER YEAR	 \$42,416.04

*average hours per month = 173.333

Per State cite: Washington Courts*

Juvenile referrals for 2002: 1621
Juvenile filings: 990*

Juvenile referrals for 2003: 1854
Juvenile filings: 1099*

Juvenile referrals for 2004: 1972
Juvenile filings: 1013*

Juvenile referrals for 2005: 1873
Juvenile filings: 1076

Juvenile referrals for 2006: 1841
Juvenile filings: 935

Juvenile referrals for 2007: 2094
Juvenile filings: 1090

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
PROGRAM COST (Based on 2009 Cost Projections)**

Funding needed for programs that effectively reduce recidivism & are critical to community health & safety

The Juvenile Court continues to identify and implement cost-effective programs that have a long-term impact on community safety. These programs have been subject to independent research, outcome evaluation, show a statistically significant reduction in new offenses, and/or realize a cost savings for each program dollar expended. The criminal justice costs to the community for one felony offense approach \$5,000 per offense (includes such things as law enforcement, prosecution, defense, court processes, incarceration, and probation costs.) The additional costs to individual victims of felony offenses are estimated at \$1,155 to \$3,450 per offense.

1) JUVENILE DRUG COURT PROGRAM

Evaluation of the juvenile drug court programs shows a reduction in recidivism when compared to other young offenders with similar history and risk factors. Statewide, drug court programs save \$1.74 for every dollar spent due to reduced criminal conduct. Drug affected babies cost taxpayers \$750,000 to \$1,000,000 during their first 18 years. Several drug-free babies that would have been born drug addicted without this program have been born to participants of Drug Court. Federal Grant funds that developed this program terminated in December 2005. Through Senator Delvin's efforts the State budget provides 50% match to local dollars for two years, July 1, 2007-June 30, 2009 up to \$100,000 per year. The yearly cost reflected for 2009 would be reduced by \$50,000 based on State matching funds through June.

2) SELECTIVE AGGRESSIVE PROBATION

Federal grant funds that support this project have dwindled over the last 7 years. Grant funds for this program were reduced from \$89,000 in 2000 years ago to \$10,000 for the 2007-2008 state fiscal year and are not likely to increase in 2009. In collaboration with Law Enforcement and Prosecutors, this program provides accountability and interventions to our most serious, repeat juvenile offenders. Over the 10-year life of Selective Aggressive Probation, youth assigned to this project have had fewer new offenses than did the control group. * Limited funding has now reduced the program from 40 active cases to 15 active cases.

* From 22.3 to 4.3 average arrests per month for new offenses. The estimated cost savings from the reduced recidivism related to the SAP program is in savings to victims of crime, an average of \$2,295/offense.

* Adjudicated new offenses reduced from 211 to 40 per year among the youth assigned to this program as compared to the control group.

Components	Total 2009		Benton County costs -	Franklin County costs -
			71.7%	28.3%
Coordinator / Supervisor	33.00%	\$24,638	\$17,665	\$6,973
Counselor II / Case Manager	1.5 FTE	\$97,528	\$69,928	\$27,600
ProTem	4 Hrs/Wk	\$8,976	\$6,436	\$2,540
Prosecutor	Flat Rate	\$22,653	\$16,242	\$6,411
Defense Attorney	Flat Rate	\$30,553	\$21,907	\$8,646
Court Clerk	10%	\$4,825	\$3,460	\$1,365
Court Security	2 Hrs/Wk	\$3,224	\$2,312	\$912
Tracker (Contracted)	30 Hrs/Wk	\$39,000	\$27,963	\$11,037
Training		\$6,000	\$4,302	\$1,698
UA's		\$6,177	\$4,429	\$1,748
TOTAL		\$243,574	\$174,643	\$68,931

Components	2009			
1 Counselor II	100%	\$69,718	\$49,988	\$19,730
ProTem	2 Hrs/Wk	\$4,752	\$3,407	\$1,345
Prosecutor Support	40%	\$20,463	\$14,672	\$5,791
Tracker (Contracted)	10 Hrs/Wk	\$13,200	\$9,464	\$3,736
UA's	240/Yr	\$1,743	\$1,250	\$493
TOTAL		\$109,876	\$78,781	\$31,095

FAMILY VIOLENCE INTERVENTION PROGRAM

The Family Violence Intervention Program was grant funded for three years through June 2008. This program targets juveniles who are booked into detention for domestic violence related offenses. Early intervention, assessment, family safety planning and evidence based interventions have proven to reduce the re-occurrence of domestic violence offenses among the youth served by this program.

Components		2009		
Counselor II	86%	\$60,270	\$43,214	\$17,056
Functional Family Therapy	10 Families	\$24,400	\$17,495	\$6,905
Strengthening Families	18 Families	\$7,092	\$5,085	\$2,007
TOTAL		\$91,762	\$65,793	\$25,969
GRAND TOTAL		\$445,212	\$319,217	\$125,995

BENTON COUNTY CORONER'S OFFICE
RICK W. CORSON - CORONER



Alberta Redwing - Deputy Coroner
7110 W. OKANOGAN PL. BLDG. A
KENNEWICK, WA 99336
(509) 736-2720



Benton County Commissioners
P.O. Box 190
Prosser WA 99350-0190

July 3, 2007

Dear Sirs,

I am submitting this letter in regards to the Benton County Criminal Justice Sales Tax measure.

I have discussed this measure with Sheriff Larry Taylor and I feel that at this time there are no critical needs associated with the Benton County Coroners Office that fall within the parameters of the Criminal Justice Sales Tax measure.

I feel that future needs pertaining to the Benton County Coroner's Office will be addressed through the regular budget process.

Sincerely,

Rick W. Corson
Benton County Coroner

BENTON AND FRANKLIN COUNTIES DEPT. OF HUMAN SERVICES

I. Chemical Dependency Services in the Jail

Chemical dependency treatment services in the Benton County Jail have been operating since 2005 with funding from the Residential Substance Abuse Treatment (RSAT) grant through the state's Community Trade and Economic Development (CTED). The grant is in its third and final year. The following is an annualized cost for the program operations including program match by the Benton County Jail.

Annual Chemical Dependency Treatment Budget: (estimated)

Description	Amount
Personnel:	
• 1 CDP Counselor 40 hours per week @ \$16.30 per hour	\$33,900
• 1 Case Manager at 20 hours per week @ \$15.00 per hour	\$15,600
• MRT Officer at 20 hours per week @ \$21.00 per hour	\$21,840
• Office Supervisor at 4 hours per week @ \$21.00 per hour	4,360
• Program Specialist at 4 hours per week @ \$21.00 per hour	4,360
Salaries Total:	\$80,060
Fringe Benefits (@ 28%)	\$22,417
Total Personnel:	\$ 102,477
Goods and Services	\$ 7,473
Equipment	\$1,050
Training	\$1,365
Total Equipment, Training:	\$9,889
Total Program Costs:	\$112,366
Residential Substance Abuse Treatment (RSAT) Grant Year 2008	\$80,000
Jail Match Amount	\$32,366

II. Mental Health Treatment Services in the Jail

A. Jail Mental Health Unit

A Jail Mental Health Unit (MHU) is developed which would provide the following services:

- Identification of inmates with mental health diagnosis by arresting officers and/or corrections officers
- Referral to the Jail MHU for screening
- Evaluation by Mental Health Professional (MHP) when screened in by MHU
- Treatment plan developed by MHP
- Evaluation for medications by physician or ARNP (Advanced Registered Nurse Practitioner) if needed
- Ongoing counseling and medication management services provided by MHP and/or Case Manager throughout inmate incarceration based on inmate need.
- Discharge (release) planning with 1290 unit as appropriate

B. Current 1290 Jail Services

Jail Services Contract with Lourdes Counseling Center

- **Contract Description:** To assist individuals in local jails with mental illnesses to avoid significant decompensation and proactively assist with successful transition and reintegration to community. Provide on-site mental health evaluations to individuals identified by jail medical staff personnel who appear to be experiencing mental health problems or who have a known history of mental illness, to expedite, facilitate, and coordinate successful return into the community and facilitate expedition of applications or reinstatement of medical assistance for individuals with mental illness prior to inmate's release from jail.

C. Medications Costs (estimated):

Medication Type: Average cost per category of drug:	Monthly Cost	Annual Cost
Anti-psychotics- average price per 30 day supply	\$500.00	
Mood Stabilizers- average price per 30 day supply	\$100.00	
Anti-Depressant-average price per 30 day supply (generics)	\$12.00	
Monthly Average per person	\$612.00	
x 15 persons per average month	\$9,180.00	
x 12 months		\$110,160.00
*Note: Estimated annual cost has been adjusted as dosages of persons being returned from the state hospital may be much higher resulting in increased medication costs.		

Mental Health Treatment Function	Performed By
• Inmate identified at intake for possible mental illness	Corrections Staff
• Inmate screened for mental illness and possible referral for mental health evaluation	MHU Staff (Bachelor's level)
• Inmate receives mental health evaluation	Master's level MHP
• Treatment Plan	Master's level MHP
• Treatment, e.g. counseling intervention	Master's level MHP
• Medication prescription as needed	ARNP (psychiatric)
• Medication monitoring/management	MHP, ARNP
• Case Management e.g., support, coordination of services in jail, intervention, preparation for release (discharge), connection to community services prior to release (1290 services)	Mental Health Case Manager (Bachelor's level)
• MHU Team Leader supervision of MHU Staff, including 1290 services	Master's level MHP

Mental Health Unit Budget: (estimated)

Description	Annual Cost
1 FTE Team Leader-supervision, evaluation, treatment (Master's level MHP)	\$67,000
1 FTE Screener/Case Manager	\$49,000
1 FTE Case Manager	\$49,000
.2 FTE Medication Prescriber, ARNP (6-8 hours/week)	\$38,000
12-24 bed Men's pod	
9 bed Women's pod	
Start up cost	\$20,000
Total Estimated	\$223,000

Chemical Dependency Treatment in Jail	\$112,366.00
Mental Health Treatment in Jail	\$223,000.00
Medications	\$110,160.00

Combined Mental Health and Chemical Dep. Treatment: \$445,526.00

SSB 5533:

Crisis Stabilization Unit—This type of facility would allow a law enforcement officer to bring a person for evaluation and observation for mental health issues by a designated mental health professional.

Law enforcement currently are in the practice of either bringing individuals to Crisis Response for evaluation or requesting the designated mental health professional (DMHP) to meet them on the scene in the community.

Benton and Franklin Counties currently has Crisis Response Services and the Substance Abuse Assessment Center located in one building in Kennewick (approximately 10,000 square feet) and a 12-bed Sub-Acute Detoxification Center (approximately 4,000 square feet) in Pasco. The current Crisis Response Unit does not have the capacity to "hold" an individual for observation without increased space. A remodeled or construction of a new facility would be needed to serve the intended function of a "Crisis Stabilization Unit" as described in SSB 5533. The following is an excerpt from Mr. Rick Weaver, CEO of Central Washington Comprehensive Mental Health Center regarding Yakima's Integrated Crisis Triage Center:

"...The actual Triage Center is somewhat smaller than the entire building. The Triage Center is really just the 1st floor and is about 13,000 square feet. ... Our assessment is that the total cost for the Triage Center part is about 2.9 million. That does not include costs for acquisition of the property. It does include furniture and equipment."

A workgroup has been meeting regularly in 2007-2008 to develop a plan for a Consolidated Crisis Response Center (CCRC) that would co-locate minimally the mental health Crisis Response Unit, the sub-acute detoxification center and the Substance Abuse Assessment Center. Cost savings for the consolidation of the services have been collected with ongoing discussion about funding opportunities. This CCRC would meet the requirements of the Crisis Stabilization Unit described in the SSB 5533.

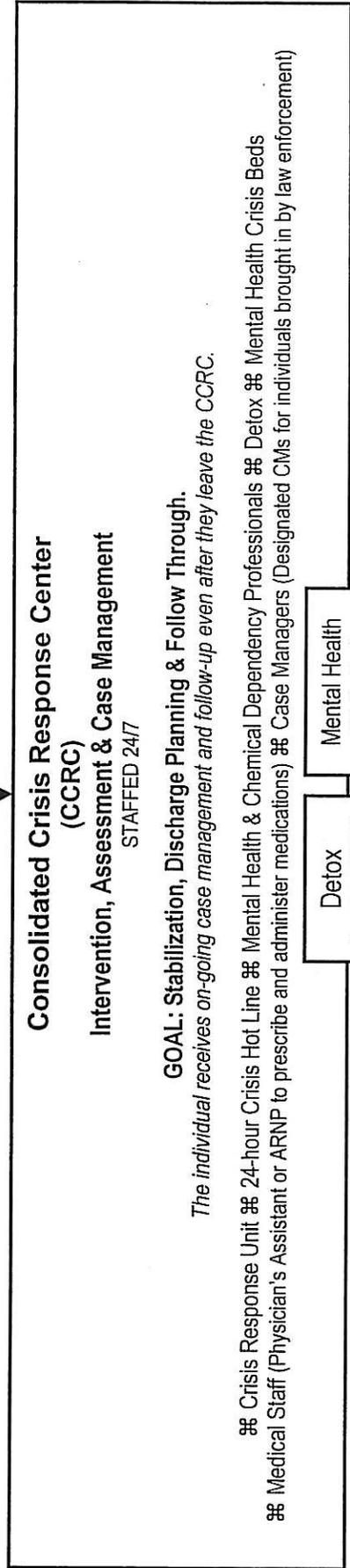
Staffing: 1 FTE Case Manager @ \$54,000.00

The Benton and Franklin Counties Crisis Response Unit would add 1 FTE Case Manager (Bachelor's level) for case management services to include referrals to mental health treatment, medication management, housing, etc. This person would provide liaison to law enforcement and courts in the event that the mental health client that had been diverted from incarceration was no fully compliant with the intent of SSB 5533.

Summary of Costs:

Chemical Dependency Treatment in Jail	\$112,366.00
Mental Health Treatment in Jail	\$223,000.00
Medications	\$110,160.00
Case Manager for SSB 5533	<u>54,000.00</u>
Total Mental Health, Chemical Dep., SSB 5533	\$499,526.00

Person in Crisis



GOAL: Stabilization, Discharge Planning & Follow Through.
The individual receives on-going case management and follow-up even after they leave the CCRC.

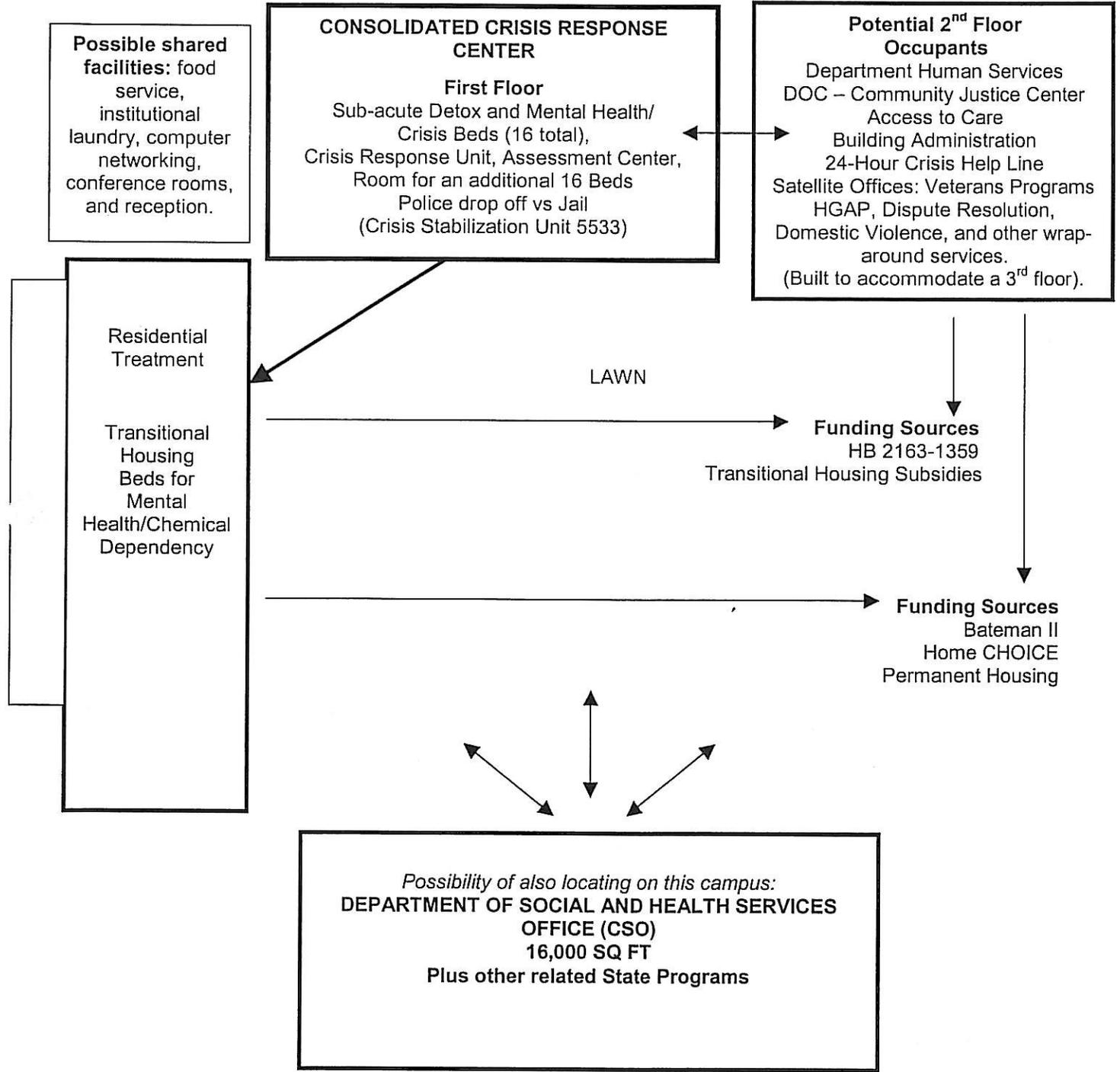
- ⌘ Crisis Response Unit ⌘ 24-hour Crisis Hot Line ⌘ Mental Health & Chemical Dependency Professionals ⌘ Detox ⌘ Mental Health Crisis Beds
- ⌘ Medical Staff (Physician's Assistant or ARNP to prescribe and administer medications) ⌘ Case Managers (Designated CMs for individuals brought in by law enforcement)

Connecting Services: Case manager provides referral/connection to appropriate services/providers and tracks to assure follow-up services are provided.
 The client may be accessing multiple resources at one time.

HOUSING	FOOD	Mental Health	LEGAL	Chemical Dependency	MEDICAL	EMPLOYMENT
Emergency Shelter	Emergency	Counseling Services	Counsel	Treatment Programs	Disease Management	Training & Education
Transitional Housing	On-going	Domestic Violence Services	Support Groups	Support Groups	Physical Therapy	Placement
Supervised Shelter	Special needs	Medication Management	Medication Management	Medication Management	Preventative Care	Employment Assistance
Subsidized Housing		Support Groups				
Home/Family						

CONSOLIDATED CRISIS RESPONSE CENTER CAMPUS

PARKING



PARKING

NOTE: Arrows indicate the ability of clients to easily access related services.

March 19, 2008

 COPY

Board of Benton County Commissioners
620 Market Street
Prosser, WA 99350

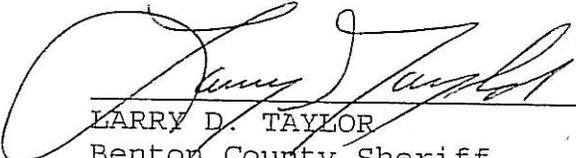
Commissioners:

We are writing to support the building of a Benton and Franklin County Consolidated Crisis Response Center.

Such a center would allow for a more effective and humane way to treat mentally ill people who are currently coming into contact with our jails, hospital emergency rooms and inpatient psychiatric units. The efficiency of relocating services in one building will also save tax dollars in the long run.

We also believe that the proposed crisis center could help implement SB 5533 which allows diversion of minor, non dangerous offenders into mental health treatment instead of the criminal justice system.

We are truly excited about this project and look forward to helping in any way possible.



LARRY D. TAYLOR
Benton County Sheriff



ANDY MILLER
Benton County
Prosecuting Attorney

11:00 am

MENTAL HEALTH JAIL SERVICES

Commissioner Oliver

11:00

Criminal Justice Sales Tax Proposal Summary

<u>Proposed Tax</u>	<u>Estimated Potential Revenue</u>
1/10th of One Percent	\$ 2,438,682.00
2/10th of One Percent	\$ 4,877,363.00
3/10th of One Percent	\$ 7,316,045.00

<u>Department / Agency Plans</u>	<u>2008 Request</u>	<u>1/10th of 1%</u>	<u>2/10th of 1%</u>	<u>3/10th of 1%</u>
Kennewick Police Department	\$ 899,000.00	36.86%	18.43%	12.29%
Richland Police Department	800,000.00	32.80%	16.40%	10.93%
West Richland Police Department	154,676.00	6.34%	3.17%	2.11%
Prosser Police Department	90,000.00	3.69%	1.85%	1.23%
Benton County Sheriff	608,160.00 ✓	4.94%	12.47%	8.31%
Benton County Superior Court Clerk	154,275.00 ✓	6.33%	3.16%	2.11%
Benton County District Court	328,152.00 ✓	13.46%	6.73%	4.49%
Benton & Franklin Superior Court Administration	287,558.00 ✓	11.79%	5.90%	3.93%
Indigent Defense	150,000.00 ✓	6.15%	3.08%	2.05%
Benton Franklin Counties Juvenile Justice Center	132,080.00 ✓	17.72%	8.86%	5.91%
Benton County Coroner	- ✓	0.00%	0.00%	0.00%
Benton County Prosecuting Attorney	135,847.00 ✓	5.57%	2.79%	1.86%
Benton Franklin Human Health Services	492,550.00	20.20%	10.10%	6.73%
Total	\$ 4,532,298.00	185.85%	92.93%	61.95%

CRIMINAL JUSTICE AND MENTAL HEALTH TREATMENT

INTRODUCTION

There is a consensus among Benton County law enforcement and prosecution that we need to improve mental health services for some offenders who commit a crime. This is a challenge as we do not want to undermine the need for the majority of offenders who need to be held accountable and we also recognize that some offenders need a combination of mental health treatment and accountability and some offenders maybe in need of only mental health treatment and no intervention from the criminal justice system.

Therefore, different approaches need to be taken for different crimes for different offenders. We will discuss three different approaches and the proposals for each. One group of offenders can be safely diverted from the criminal justice system pursuant to State law and receive treatment pursuant to a diversion program. We propose that these offenders be treated pursuant SSB 5533 discussed below. A second group of offenders need more active involvement and supervision from the criminal justice system but do not require incarceration or conviction. These offenders would be appropriate for Mental Health Court. A third group of offenders need incarceration and conviction but still would benefit from mental health treatment and services while incarcerated. Therefore, we will discuss the need for providing mental health treatment in the jail.

We are discussing a fluid situation. For example, we anticipate in the beginning we would have a greater need for mental health treatment in the jail. However, as the diversion program and mental health court develops and grows, we would anticipate that there would be fewer offenders with mental health issues incarcerated in the jail. Therefore, the costs of the three programs are likely to shift over time. There also may be opportunities to coordinate services for the three different programs.

Substitute Senate Bill 5533

In the last session of the legislature, SSB 5533 was passed. It gave law enforcement officers the discretion to take non-dangerous misdemeanants to a Crisis Stabilization Unit instead of jail. It also authorizes that Unit to hold the individual for a period of time to conduct an evaluation. The individual may then be eligible to be treated pursuant to a diversion program without ever being booked into jail or charged with a crime.

Law enforcement officers agree that there are some people who commit non-dangerous misdemeanors who should be taken to a mental health evaluation facility instead of jail. There is currently no such facility and Benton County is current unable to comply with SSB 5533.

The enclosed proposal calls for remodeling a building that would provide a space for the holding and evaluation discussed in SSB 5533. Our understanding is that Crisis Response would be located in this building and that would facilitate mental health evaluations discussed in SSB 5533. This approach is that it would not require additional staffing for evaluations as they could be done by existing Crisis Response staff who would be located at that building.

Mental Health Court

A Mental Health Court is consistent with the concept of our existing Drug Courts. There are a number of Mental Health Courts currently operating in our State and it appears that they have been successful. A Mental Health Court accepts referrals charged defendants where they may be mental health issues. If that defendant were accepted, the defendant would go to regular Mental Health Court dockets. A treatment plan is developed and the Mental Health Court monitors and supervises the treatment. If the defendant successfully completes the treatment, the case is dismissed.

Two years ago a subcommittee of the Citizens Advisory Committee worked together to develop a plan for a Mental Health Court in District Court. The subcommittee included representatives from District Court, law enforcement, prosecution, criminal defense and the community. The sub committee developed a proposal for a mental health court in District Court.

One issue was the coordination of the different city and state dockets. It was agreed that each city and the State would refer people to the mental health court for evaluation and a decision whether that person would be accepted Mental Health Court. Instead of having all the each cities and counties having their own prosecutor attend the Mental Health Court docket an agreement was made that one prosecutor would represent all the cities and counties on the mental health court docket. This was agreed to by county prosecutors and city attorneys. It was also recommended that there would be one defense attorney for the Mental Health Court docket.

There has also been discussion about whether Mental Health Court should be placed in Superior Court or District Court. Because of the bulk of the cases would be District Court cases, it makes sense to have it placed in District Court. This is consistent with most of the Mental Health Courts in the state. Also, Superior Court has more resources on mental health issues specifically greater flexibility for referrals to Eastern State Hospital. Finally, the prosecutor has agreed to amend any felony to a misdemeanor if it was agreed that the defendant would be appropriate for Mental Health Court. While that gives the discretion to the prosecutor, that is consistent with the discretion that the prosecutor exercises in Drug Court.

District Court has proposed a budget for Mental Health Court based on the sub-committee recommendation from two years ago. We believe the cost for the District Court Judge might be reduced commiserate to what is budgeted for the Drug Court Judge. We also believe that it may not be necessary to have a program manager, supervisor and two probation officers for the number of people that we are expecting in Mental Health Court. We propose starting the program with one program manager and one probation officer and that we explore contracting for those services as opposed to hiring those two employees.

We also believe the costs for mental health treatment could be reduced as people in Mental Health Court would typically be eligible for mental health treatment that would be paid by other sources. An advantage to providing mental health treatment in Mental Health Court as well as the diversion program pursuant to SSB 5533 as opposed to mental health treatment in jail is that it is

easier to obtain funds for mental health treatment for people not incarcerated than for people who are incarcerated.

Keeping in mind that we are only providing estimates for guidance, we would revise the estimates to \$43,000 for the part-time Judge; elimination of the program manager; reduction of costs for probation officers to \$50,000; and a reduction for mental health treatment to \$50,000.

Jail Treatment

As discussed in the introduction, there are offenders who need to be held accountable and receive a conviction and incarceration. However, some of these offenders would still benefit from chemical dependency or mental health treatment.

Chemical Dependency Treatment in the Jail

We have referred the proposal on chemical dependency in the jail, which we believe is appropriate.

The federal grant pays \$50,000 a year for the current program, which provides chemical dependency treatment for 9 male inmates. Lt. Cathy Daniel, who supervises the program, has stated it is a success and has recommended expansion. Of special concern is that the current program only offers treatment to male inmates and does not provide any treatment for female inmates. Others involved in the program support the recommendation.

The proposal's budget of \$108,268 replaces the \$50,000 Federal grant that will expire this year and provides an expansion program for from 9 males inmates to a program that would serve up to 24 male inmates and 9 female inmates.

Mental Health Treatment Services in the Jail

We generally support mental health treatment services in the jail with some modifications and explanations.

The first explanation is the evaluation services discussed as current 1290 jail services are already being provided. They are paid for by 1290 funds that were obtained by Sheriff Taylor. There is no need to expand that part of the mental health treatment services.

However, 1290 does not provide for mental health treatment for inmates in the jail nor does it address medications for mentally ill offenders in the jail.

Many people incarcerated in jail have a prescription for medications that address their mental health issues. However, if the medication runs out during the incarceration, they are typically unable to refill the medication due to their incarceration status. With inmates who have already been prescribed the medication and lose the medication while they are in jail, they are likely to decompensate in jail and increase the likelihood of re-offending when released from jail. There are currently both budget and medical resource issues that adversely affect the ability to provide the medications to inmates.

The enclosed proposal was developed by Lt. Cathy Daniel, a representative from Lourdes Counseling Center who is currently doing 1290 evaluations, Brooke DuBois from the Health Alliance and Carrie Hui Pascua from Human Services. The proposal provides funds to purchase medications and to contract for a part-time medication prescriber that would assist Dr. Cooper in evaluating medication needs. The enclosed proposal was reviewed by a joint meeting with the original team, Sheriff Taylor, Prosecutor Miller as well as Captain Kimberly Kennedy and Dr. Thomas Cooper of the Jail Medical Staff. Dr. Cooper agreed that the part-time medication prescriber would help in the identification of mental illness issues as well as providing the research on medication background. Dr. Cooper came to the same conclusion as the original team but in a different manner. He believes that the costs of medication per inmate would be cheaper than the original estimate but believes the number of inmates who would need the medication would be higher than the original estimate.

Since the two different approaches arrive at the same conclusion, the cost of the estimate for medication of \$100,800 is appropriate.

Mental Health Unit Budget

While 1290 funds obtained by Sheriff Taylor currently provide for mental health evaluations, there is not follow-up mental health treatment. We agree that such treatment is needed.

The proposed staffing appears to be excessive. We suggest retaining the 1 FTE team leader as \$71,500 and a screener case manager at \$50,050 and delete the FTE case manager of \$50,050. We also believe the administrative overhead of 25% seems to be above the normal charge of administrative overhead. We believe that administrative overhead of 10% would be appropriate.

Our recommendation has a revised total of \$176,950 before administrative overhead. With the 10% overhead we recommend, the revised total would be \$194,645.

We suggest a figure of \$200,000 for five years that would pay for the remodeling of a building such as the Public Health Center on Canal Drive. One suggestion would be that Benton County pays for the remodeling and be reimbursed by the Criminal Justice Sales Tax revenues. The cost would also be offset by rent received from Crisis Response for the office space that they would be renting. That money could be dedicated to a criminal justice account.

We strongly support the need for a case manager as described in the enclosed narrative. The case manager is needed to coordinate the mental health services as well as ensuring that the offender completes the treatment.

**W. THOMAS COOPER, M.D.
SUSAN POWERS BRAIN, A.R.N.P**

FAMILY PRACTICE
(509) 547-9521

1200 N. 14TH AVE, SUITE 245
PASCO, WA 99301

July 17, 2007

Benton County Commissioners

Dear Sirs:

As Medical Director of the Benton County jail, I recently met with Andy Miller and Larry Taylor to discuss the need for additional psychiatric services in the county jail.

Present psychiatric services in the jail are woefully under funded. Their projections had approximately ten to twelve inmates at any one time in need of psychiatric services. I believe this represents only the most seriously ill inmates.

I believe that the actual number in need of psychiatric services is in the one to two hundred range. It is these inmates who have psychiatric diseases which "fly under the radar screen" but are the most amenable to treatment. If they are adequately treated, they are also the group least likely to re-offend. The costs per inmate are also substantially less than for the most seriously ill inmates.

I believe that the addition of the discretionary 0.1% sales tax is urgently needed to fund these services.

I would be happy to discuss the medical and psychiatric needs in the jail at your convenience.

Sincerely,

W. Thomas Cooper, M.D.

CHEMICAL DEPENDENCY TREATMENT IN THE JAIL

Chemical dependency treatment services in the Benton County Jail have been operating since 2005 with funding from the Residential Substance Abuse Treatment (RSAT) grant through the state's Community Trade and Economic Development (CTED). The grant is in its third and final year. The following is an annualized cost for the program operations including program match by the Benton County Jail.

Annual Chemical Dependency Treatment Budget: (estimated)

Description	Amount
Personnel:	
• 1 CDP Counselor 40 hours per week @ \$16.00 per hour	\$33,280
• 1 Case Manager at 20 hours per week @ \$14.50 per hour	\$15,080
• MRT Officer at 20 hours per week @ \$20.00 per hour	\$20,800
• Office Supervisor at 4 hours per week @ \$20.00 per hour	4,160
• Program Specialist at 4 hours per week @ \$20.00 per hour	4,160
Salaries Total:	\$77,480
Fringe Benefits (@ 28%)	\$21,694
Total Personnel:	\$ 99,174
Goods and Services	\$ 6,794
Equipment	\$1,000
Training	\$1,300
Total Program Costs:	\$108,268
Residential Substance Abuse Treatment (RSAT) Grant Year 2007	\$50,000
Jail Match Amount	\$58,268

MENTAL HEALTH TREATMENT SERVICES IN JAIL

Jail Mental Health Unit

A Jail Mental Health Unit (MHU) is developed which would provide the following services:

- Identification of inmates with mental health diagnosis by arresting officers and/or corrections officers
- Referral to the Jail MHU for screening
- Evaluation by Mental Health Professional (MHP) when screened in by MHU
- Treatment plan developed by MHP
- Evaluation for medications by physician or ARNP (Advanced Registered Nurse Practitioner) if needed
- Ongoing counseling and medication management services provided by MHP and/or Case Manager throughout inmate incarceration based on inmate need.
- Discharge (release) planning with 1290 unit as appropriate

Current 1290 Jail Services

Jail Services Contract with Lourdes Counseling Center

- **Contract Description:** To assist individuals in local jails with mental illnesses to avoid significant decompensation and proactively assist with successful transition and reintegration to community. Provide on-site mental health evaluations to individuals identified by jail medical staff personnel who appear to be experiencing mental health problems or who have a known history of mental illness, to expedite, facilitate, and coordinate successful return into the community and facilitate expedition of applications or reinstatement of medical assistance for individuals with mental illness prior to inmate's release from jail.

Medications in the Benton County Jail: Current costs for all medications are approximately \$200,000 a year. Ten hours per week (.25 FTE) of physician is currently provided; however an additional estimated .2 FTE of Psychiatric Nurse Practitioner is needed to meet the demand for psychiatric medication evaluation and prescription.

Medications Costs (estimated):

Medication Type: Average cost per category of drug:	Monthly Cost	Annual Cost
Anti-psychotics- average price per 30 day supply.	\$450.00	
Mood Stabilizers- average price per 30 day supply	\$100.00	
Anti-Depressant-average price per 30 day supply (generics)	\$10.00	
Monthly Average per person	\$560.00	
x 15 persons per average month.	\$8,400.00	
x 12 months		\$100,800.00
*Note: Estimated annual cost has been adjusted as dosages of persons being returned from the state hospital may be much higher resulting in increased medication costs.		

Mental Health Treatment Function	Performed By
• Inmate identified at intake for possible mental illness	Corrections Staff
• Inmate screened for mental illness and possible referral for mental health evaluation	MHU Staff (Bachelor's level)
• Inmate receives mental health evaluation	Master's level MHP
• Treatment Plan	Master's level MHP
• Treatment, e.g. counseling intervention	Master's level MHP
• Medication prescription as needed	ARNP (psychiatric)
• Medication monitoring/management	MHP, ARNP
• Case Management e.g., support, coordination of services in jail, intervention, preparation for release (discharge), connection to community services prior to release (1290 services)	Mental Health Case Manager (Bachelor's level)
• MHU Team Leader supervision of MHU Staff, including 1290 services	Master's level MHP

Mental Health Unit Budget: (estimated)

Description	Annual Cost
1 FTE Team Leader-supervision, evaluation, treatment (Master's level MHP)	\$71,500.00
1 FTE Screener/Case Manager	\$50,050.00
.1 FTE Case Manager	\$50,050.00
.2 FTE Medication Prescriber, ARNP (6-8 hours/week)	\$37,440.00
12 bed Men's pod	
9 bed Women's pod	
Supplies: software, cartridges, copying, paper, etc.	\$3,600.00
Equipment: cell phones, computers, printers, etc.	\$12,000.00
Mileage	\$2,400.00
Administrative Overhead @ 25%	\$56,750.00
Total Estimated	\$283,750.00

• Chemical Dependency Treatment in Jail	\$108,000.00
• Mental Health Treatment in Jail	\$283,750.00
• Psychiatric Medications	\$100,800.00
Combined Mental Health and Chemical Dep. Treatment	\$492,550.00

SUBSTITUTE SENATE BILL 5533

Chapter 10.31 RCW –“When a police officer has reasonable cause to believe that the individual has committed acts constituting a non-felony crime that is not a serious offense as identified in RCW 10.77.092 and the individual is known by history or consultation with the regional support network to suffer from a mental disorder, the arresting officer may: a) Take the individual to a crisis stabilization unit as defined in RCW 71.05.020 (6). Individual delivered to a crisis stabilization unit pursuant to this section may be held by the facility for a period of up to twelve hours: PROVIDED, that they are examined by a mental health professional within three (3) hours of their arrival.

Crisis Stabilization Unit—This type of facility as described in the SSB 5533 would allow a law enforcement officer to bring a person for evaluation and observation for mental health issues by a designated mental health professional.

Law enforcement currently are in the practice of either bringing individuals to Crisis Response for evaluation or requesting the designated mental health professional (DMHP) to meet them on the scene in the community.

Benton and Franklin Counties currently has Crisis Response Services and the Substance Abuse Assessment Center located in one building in Kennewick (approximately 10,000 square feet) and a 12-bed Sub-Acute Detoxification Center (approximately 4,000 square feet) in Pasco. The current Crisis Response Unit does not have the capacity to "hold" an individual for observation without increased space. A remodeled or construction of a new facility would be needed to serve the intended function of a "Crisis Stabilization Unit" as described in SSB 5533. The following is an excerpt from Mr. Rick Weaver, CEO of Central Washington Comprehensive Mental Health Center regarding Yakima's Integrated Crisis Triage Center (new construction):

"...The actual Triage Center is somewhat smaller than the entire building. The Triage Center is really just the 1st floor and is about 13,000 square feet. ... Our assessment is that the total cost for the Triage Center part is about 2.9 million. That does not include costs for acquisition of the property. It does include furniture and equipment."

The Public Health Center building on Canal Drive is approximately 10,000 square feet and will be vacated soon. There is consideration for the remodel of this facility for consolidation of Crisis Response, Substance Abuse Assessment Center and the Sub-Acute Detoxification Center. The first priority is for the remodel of the facility to accommodate the capacity to "hold" comfortably persons brought in for mental health evaluation for up to 12 hours.

Remodel of the Canal Drive facility: estimated at 200,000 (x \$ year)

Staffing: 1 FTE Case Manager @ \$54,000.00

The Benton and Franklin Counties Crisis Response Unit would add 1 FTE Case Manager (Bachelor's level) for case management services to include referrals to mental health treatment, medication management, housing, etc. This person would provide liaison to law enforcement and courts in the event that the mental health client that had been diverted from incarceration was not fully compliant with the intent of SSB 5533.

Crisis response unit

SUPPLEMENTAL COMMENTS

Chemical Dependency Treatment in the Jail

We have referred the proposal on chemical dependency in the jail which we believe is appropriate.

The federal grant pays \$50,000 a year for the current program which provides chemical dependency treatment for 9 male inmates. Lt. Cathy Daniel, who supervises the program, has stated it is a success and has recommended expansion. Of special concern is that the current program only offers treatment to male inmates and does not provide any treatment for female inmates. The recommendation is supported by others involved in the program.

The proposal's budget of \$108,268 replaces the \$50,000 Federal grant that will expire this year and provides an expansion program for from 9 males inmates to a program that would serve up to 24 male inmates and 9 female inmates.

Mental Health Treatment Services in the Jail

We generally support mental health treatment services in the jail with some modifications and explanations.

The first explanation is the evaluation services discussed as current 1290 jail services are already being provided. They are paid for by 1290 funds that were obtained by Sheriff Taylor. There is no need to expand that part of the mental health treatment services.

However, 1290 does not provide for mental health treatment for inmates in the jail nor does it address medications for mentally ill offenders in the jail.

Many people incarcerated in jail have a prescription for medications that address their mental health issues. However, if the medication runs out during the incarceration, they are typically unable to refill the medication due to their incarceration status. With inmates who have already been prescribed the medication and lose the medication while they are in jail, they are likely to decompensate in jail and increase the likelihood of re-offending when released from jail. There are currently both budget and medical resource issues that adversely affect the ability to provide the medications to inmates.

The enclosed proposal was developed by Lt. Cathy Daniel, a representative from Lourdes Counseling Center who is currently doing 1290 evaluations, Brooke DuBois from the Health Alliance and Carrie Hui Pascua from Human Services. The proposal provides funds to purchase medications and to contract for a part-time medication prescriber that would assist Dr. Cooper in evaluating medication needs. The enclosed proposal was reviewed by a joint meeting with the original team, Sheriff Taylor, Prosecutor Miller as well as Captain Kimberly Kennedy and Dr. Thomas Cooper of the Jail Medical Staff. Dr. Cooper agreed that the part-time medication prescriber would help in the identification of mental illness issues as well as providing the research on medication background. Dr. Cooper came to the same conclusion as the original team but in a different manner. He believes that the costs of medication per inmate would be cheaper than the original estimate but believes the number of inmates who would need the medication would be higher than the original estimate.

Since the two different approaches arrive at the same conclusion, the cost of the estimate for medication of \$100,800 is appropriate.

Mental Health Unit Budget

While 1290 funds obtained by Sheriff Taylor currently provide for mental health evaluations, there is not follow-up mental health treatment. We agree that such treatment is needed.

The proposed staffing appears to be excessive. We suggest retaining the 1 FTE team leader as \$71,500 and a screener case manager at \$50,050 and delete the FTE case manager of \$50,050. We also believe the administrative overhead of 25% seems to be above the normal charge of administrative overhead. We believe that administrative overhead of 10% would be appropriate.

Our recommendation has a revised total of \$176,950 before administrative overhead. With the 10% overhead we recommend, the revised total would be \$194,645.

Substitute Senate Bill 5533

Law enforcement officers agree that there are some people who commit nondangerous misdemeanors who should be taken to a mental health evaluation facility instead of jail. There is currently no such facility and Benton County is current unable to comply with SSB 5533.

The enclosed proposal calls for remodeling a building that would provide a space for the holding and evaluation discussed in SSB 5533. Our understanding is that Crisis Response would be located in this building and that would facilitate mental health evaluations discussed in SSB 5533. This approach is that it would not require additional staffing for evaluations as they could be done by existing Crisis Response staff who would be located at that building.

We suggest a figure of \$200,000 for five years that would pay for the remodeling of a building such as the Public Health Center on Canal Drive. One suggestion would be that Benton County pays for the remodeling and be reimbursed by the Criminal Justice Sales Tax revenues. The cost would also be offset by rent received from Crisis Response for the office space that they would be renting. That money could be dedicated to a criminal justice account.

We strongly support the need for a case manager as described in the enclosed narrative. The case manager is needed to coordinate the mental health services as well as insuring that the offender completes the treatment.



OFFICE OF THE SHERIFF BENTON COUNTY, WASHINGTON

LARRY D. TAYLOR, SHERIFF

7122 W. Okanogan Pl., # B • Kennewick, Washington 99336
Kennewick 735-6555 • Prosser 786-5605

July 16, 2007

Benton County Sheriff
Larry D. Taylor
7122 W. Okanogan Pl.
Kennewick, Washington 99336

RE: Substance Abuse Treatment Program

Dear Sheriff Taylor:

At your request this letter is to explain my reasons for supporting the Residential Substance Abuse Treatment program in the jail and also why I feel strongly that not only should the program continue, but that it should be expanded.

Statistics show recidivism rates of at least 40% for prisons; and for county jails some as high as 80%. All of the jail inmates will eventually be released. If public safety is our mission, then controlling the recidivism rate should be of top importance.

After working in the corrections arena for over twenty-five years, I can tell you that in my opinion inmate needs have remained virtually the same. Inmates are failing because the environment does not support them. The reasons inmates return again and again through that revolving door are because they need substance abuse treatment, education, housing, employment, family and social supports, and character-based programs. In addition to substance abuse treatment, successful reintegration focuses on building others skills that are essential - ranging from activities of daily living, such as budgeting, to cognitive skills, such as the ability to maintain self-control and eliminating criminal thinking.

In June of 2003, the Benton County Sheriff's Office, in partnership with the Department of Human Services, received grant funds for the purpose of starting a residential substance abuse treatment program in the jail. The program was established with and remains at 12 beds in a dedicated housing unit for male inmates only. It has been operating for slightly over four years now and there are currently nine in the program.

The program was established using evidence based practices and modeled after existing programs that had proved successful. The program is totally voluntary, so only inmates with a sincere desire to change enter the program.

In addition to substance abuse treatment and group therapy, a key component of the program is Moral Reconciliation Therapy (MRT™). MRT™ is an objective, systematic treatment system, designed to enhance ego, social, moral and positive behavioral growth in a progressive, step-by-step fashion. MRT™ is different from nearly every other treatment system in that it is objective rather than subjective. In MRT™ the program officer assesses step tasks based upon the

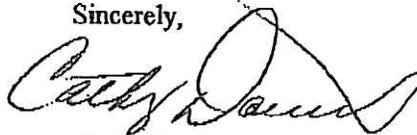
objective criteria outlined in each step. Each step is designed to target and change negative behaviors in favor of constructive, positive behavior and habits. I have enclosed a copy of a "Counselor's Handbook" for your review. The 12+ steps are outlined on pages 11 - 17. Peer influence and support are crucial to helping individuals learn and incorporate social norms and develop more effective social skills.

The program is three phases, with each phase having an increased level of responsibility. Phase one is completed in total confinement and lasts approximately 8-10 weeks. The resident attends classes and drug treatment five days per week. After successful completion of phase one, a letter is submitted to the court for approval of phase two. Phase two is completed in the work release program. The inmate is allowed time out of jail for job search or employment. They continue to attend drug treatment and MRT™, while being closely monitored (random drug testing). Phase three is after the inmate is released from confinement and is on electronic home monitoring. They must maintain employment and follow the after care plan developed. Depending upon the length of sentence, a resident may only complete part, but not all of the phases; however, it is a requirement that the sentence is at least 90 days to assure that at least phase one is the minimum completed. According to the National Institute on Drug Abuse, this is the recommended minimum length of treatment to get a significantly better outcome. The Institute has also presented much favorable information showing that inmates who participate in a multistage treatment program significantly reduce their drug abuse and rearrest rates.

Other treatment and educational components of the program are: CBC tutoring for GED and literacy, Anger Management, Domestic Violence, Alcoholics Anonymous, Narcotics Anonymous, Health Department classes, Parenting classes, Exercise Programs, Church Services and Creative Projects. Most of the instructors of the classes are volunteer staff. The inmates perform work at or around the facility under the supervision of an officer.

I have spoken with many residents who have successfully completed the program. Most have indicated that it did not give them a second chance at life, but gave them their life back. If our ultimate goals are to preserve public safety, relieve the financial burden on the Criminal Justice System; to reduce repeated criminal activity then we must do more than warehouse people. I have a personal philosophy that we have a responsibility to provide rehabilitative services and help these individuals be responsible, productive citizens and give them a chance at life.

Sincerely,



Cathy Daniel
Lieutenant

BENTON COUNTY SHERIFF'S OFFICE**Interoffice Memorandum**

TO: Sheriff Larry Taylor
FROM: Lieutenant Cathy Daniel
DATE: July 16, 2007
SUBJECT: Substance Abuse Treatment Recidivism Statistics

Since the program's inception there have been a total of 95 participants. There are never more than 12 on the program at any given time. Of that number 27 were taken out of the program prior to completion of phase one. Some opted out of the program, some were released from jail and some were removed for program violations.

In determining recidivism rates, I looked at only those who successfully completed at least phase one of the program and were subsequently arrested for new charges and booked into the Benton County Jail. Phase one is done while in full custody and generally last approximately ten weeks. If someone was arrested for a non-compliance or failure to appear for a charge that occurred prior to entry into the program, I did not count it. If someone were arrested in another jurisdiction, I would not be aware of it and again, it would not be counted. Once a person is totally released from jail they are no longer monitored, so it is probable that there have some who have relapsed that we would not be aware of.

Of the 68 participants who successfully completed phase one, 8 have been arrested and been booked back into jail, approximately 12%.

I do not like looking solely at the numbers though, as I really do not believe that is a clear indication of your program's success. I know of one participant who completed phase one and graduated to phase two, work release. While on work release this subject relapsed and was removed from work release and the program. Once released from jail, this person went into inpatient treatment and has since remained clean. These are the kind of statistics that are difficult to report, as on paper, this would be considered a failure since he relapsed on the program. This person sent me a letter telling me that had it not been for our program, he would have never had the desire or inclination to enter inpatient treatment in the first place. So, in the long run, it was a success story.

The current grant requirements limit us to 12 male participants. This serves about 3% of the male population. The female population accounts for 15 - 20% of the total local jail population. If we expand the male program to 24 and add a treatment program for women, it would come much closer to meeting actual facility needs.

**BENTON COUNTY BUREAU OF CORRECTIONS
2007 BUDGET REQUEST
SUBSTANCE ABUSE TREATMENT PROGRAM**

Background:

In June 2003, the Benton County Sheriff's Office, in partnership with the Department of Human Services, a CTED grant was applied for and received for the purposes of starting a residential substance abuse treatment program in jail. This successful program has been operating for over three years.

In the grant year from June 2005 to June 2006 the grant funds awarded were: \$84,420., plus the required 25% match funds of \$28,140 for a total of \$112,560. In the grant year from June 2006 until June 2007 the grant funds awarded were \$43,500.; which is only 38% of the operational need.

In light of this substantial cut in funding, the following information is being provided to show what would be needed to continue this worthwhile program.

Justification:

Benton County has had to deal with increasing fiscal pressures, due in part to a growing prisoner population. Narcotics and alcohol convictions are the most common cause shared by men and women who are incarcerated in our facility. Because of budget shortfalls and the high costs of incarceration, this has resulted in insufficient resources being allocated to deal with the reasons why substance abusing offenders end up behind bars in the first place. When these offenders spend time in jail they usually receive inadequate or no treatment. We know that the alcohol and drug problems are getting worse and people who are incarcerated are more likely to commit crimes after being released than they were before entering jail. Imprisoning drug offenders may sound to some like the only way to make the community safer, but these drug prisoners will be back out to rejoin society, within just a few months or less and often become repeat offenders and cycle through the justice system again and again. With the estimated cost of incarceration is approximately \$18,000. per inmate per year and the jail recidivism rate near 80 percent, jailhouse rehabilitation obviously is no solution. We should recognize that by failing to provide appropriate treatment options for these offenders in many cases has led to "a revolving door of legal recidivism" and has increased the risks to public safety.

Many non-violent offenders have benefited from substance abuse treatment and the program is already in place and has proven to be successful.

Our dedicated housing unit is fully operational and the current program houses up to 12 male inmates at a time that are sentenced to a minimum of three months up to twelve months in jail. The housing unit is situated in such a way

that the inmates are kept totally separate from the rest of the jail population. This includes the areas used for classroom and recreational activities.

Prior to the Substance Abuse Treatment Program, the only program offered to residents was the Alcoholics Anonymous (A.A.). This self-help organization provides several hours per week on a volunteer basis to conduct meetings. With a local jail population of approximately 450 inmates, this alone was not meeting the need.

Program Objectives:

To operate a separate therapeutic community within the confines of the jail that is segregated from other general population that provides a drug-free residential setting. It uses a hierarchical model with treatment stages that reflect increased levels of personal and social responsibility. Peer influence, mediated through a variety of group processes, are be used to help individuals learn and assimilate social norms and develop more effective social skills.

Develop the inmate's cognitive, behavioral, social, vocational, and other skills to solve the substance and related problems.

To operate with the inclusion and support of the involved individuals and systems, such as clients, families, and community organizations.

ANTICIPATED RESULTS

- 1) Preserve public safety
- 2) relieve the burden on the Corrections community by reducing recidivism
- 3) Reduce criminal activity
- 4) Lower rates of substance abuse
- 5) Increase inmate education
- 6) Improve employability prospects for inmates
- 7) Increase experience levels of staff

The approach is to use both treatment staff and recovering clientele interaction to influence attitudes, perceptions, and behaviors associated with substance abuse and addiction.

The program is designed in three phases, but an inmate may only complete a portion of the program depending on the length of his sentence. The treatment phases are related to increased levels of individual and social responsibility. Based on the Chemical Dependency Counselor's assessment of successful completion, the participant will progress from one phase to the next. In the first phase, the inmate is incarcerated, attends drug treatment classes at least five days a week. Is involved in MRT™ (Moral Reconation Therapy) with trained jail staff. Work in Phase I is performed at or around the jail facility under supervision

of an officer. After successful completion of Phase I, a report is prepared and submitted to the court with a recommendation of progression to Phase II. With the court's approval the inmate is moved to Phase II. Here the inmate is allowed some time out of jail for job search and employment purposes. The inmate continues to reside at the jail outside of these times. The inmate continues to attend the drug treatment and MRT™ classes and is closely monitored and given frequent random drug testing. In Phase III the inmate is either transferred to Home Monitoring or is released from confinement to allow after care and integration into the community according to the plan developed. The inmate maintains employment and lives and works in the community. The inmate continues to follow the substance abuse treatment plan developed.

BUDGET:

The following information shows what is currently in place for the program and what the estimates are to continue to operate maintaining the status quo. Ideally, the program should be expanded to include female inmates as well.

Personnel:

There are five core staff members that run the program on a day-to-day basis and all serve as members of the treatment team:

Supervisor: this person provides on-site supervision and consultation, attends weekly staffing as a member of the treatment team, and is at the jail a minimum of *four* hours per week.

Chemical Dependency Professional: The counselor provides treatment and group therapy for the program. He evaluates and assesses patients and develops treatment plans. He conducts group and individual counseling, monitors client progress, maintains case records and files, and completes performance reports. He meets with supportive family and friends, prepares all necessary forms and reports for the case records, and participates in staff conferences and serves as a member of the treatment staffing team. Works *40 hours* per week at the jail directly with the program.

Program Specialist: Assists with the program oversight, reporting, and data analysis. Works approximately *four hours* per week.

Correctional Officer: this individual is a 50% equivalent FTE to provide MRT instruction to the inmates as well as training all officers responsible for supervising the pod. Additional officers involved with the program are the Work Release and Home Monitoring program coordinators who manage the inmates on those programs.

Case Manager: Acts as a liaison between the RSAT providers, retailers, schools and other organizations with regard to substance abuse treatment and employment programs. Provides coordination of care for all participants of the RSAT. Performs home visits to assure participants are actively participating in the program and following their plan as outlined. Assists the participant transition back into the community by meeting with family, helping with acquire employment, meet financial obligations, affordable housing and other necessary resources to insure the participant follows the treatment plan. 50% equivalent FTE to assist the Chemical Dependency Professional do the case management with the participants in Phase II and Phase III levels of the program. **20 hours** per week.

Fringe benefits for all salaries are calculated at **28%**.

Goods and Services: The cost for goods and services are calculated for 50 participants, which is the anticipated enrollment level for the year.

The MRT workbooks cost approximately \$25 each.

7 Habits workbooks are approximately \$8 each.

TB testing will be done by the Benton County Health Department at the jail at the cost of \$7 each.

GED tests for 10 inmates at \$75 per test.

Urinalysis (UA) testing is a critical component of Phase II, the calculated cost based on \$4 per UA x 3 participants x 5 days a week for 52 weeks.

Office supplies and printing/copying costs were calculated on an estimate of \$124 per month for a 12-month period.

The postage and phone expenses are estimated to cost \$50 per month. This was based on prior years usage.

Registration fees for annual DASA conference were estimated at \$100 per person, with two staff attending.

The MRT and/or Therapeutic Community training will be utilized only if it is available within a reasonable geographic area for travel. Training cost is approximately \$1,500. per person; however, currently all involved staff has had the appropriate training. None will be required for calendar year 2007.

Equipment: Computers, printers, audio visual equipment, etc. Estimated at approximately \$1,000. per year.

Training and Travel Costs: Travel costs were estimated for two staff persons for the DASA conference and training including mileage, hotel, and meals. The specialized training estimates were based on the cost of travel to and stay in Olympia.



BUDGET BREAKDOWN:

1 CD Counselor 40 hours per week at \$16.00 per hour	\$33,280.
1 Case Manager at 20 hours per week at \$14.50 per hour	\$15,080
MRT Officer at 20 hours per week at \$20.00 per hour	\$20,800
Office Supervisor at 4 hours per week at \$20.00 per hour	\$ 4,160
Program Specialist at 4 hours per week at \$20.00 per hour	\$ 4,160
SALARIES TOTAL	\$77,480
Fringe Benefits (@ 28%)	\$21,694
TOTAL PERSONNEL COSTS	\$ 99,174
Goods and Services	\$ 6,794
Equipment	\$1,000
Training	\$1,300
GRAND TOTAL	\$108,268
Less Grant Funds from January to June 2007	- \$21,750
BUDGET REQUEST AMOUNT	\$86,518.

***NOTE: If the funding source is the Inmate Benevolence Fund there would not be any significant financial impact to Benton County.**

11:30

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: COMPREHENSIVE SIX-YEAR ROAD PROGRAM, 2009 -2014

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 2009 through 2014 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 28, 2008; and

WHEREAS, the public hearing was continued to May 5, 2008; NOW, THEREFORE,

BE IT RESOLVED that the Six-Year Road Program for the period of 2009 through 2014 proposed by the County Engineer is hereby approved.

Dated this 5th day of May, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:dlh

Kennewick Irrigation District

1:15

Board of Directors Position 2 Candidates – 04/08

Interviews Conducted 04/30/08

Name	Address	Phone Number
4. James Diecker		509
5. Gene Huffman		509
10. Marc Stevenson		509
11. Matt Strong		509

1:30

AGENDA ITEM MTG. DATE: May 5, 2008 SUBJECT: Agricultural Zoning Districts MEMO DATE: 04/30/08 Prepared By: Phil Mees Reviewed By: Mike Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution Pass Ordinance Pass Motion	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other X
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BACKGROUND INFORMATION

On Monday April 28, 2008 the Board discussed the issue of wineries as they related to the GMA Agricultural Zoning District that was amended by Benton County Ordinance 445, that the Board adopted in 2007. The Board asked staff to return for a workshop on Monday, May 5, 2008. Because the Board's interest at this time is to see what suggestions staff has for removing some unintended constraints to winery development that are currently within the GMA Agricultural District outside of the Red Mountain area, staff has attached to this memo a document showing suggested changes to sections of BCCC 11.04 (Definition section) and BCC 11.18 (GMA Agricultural Section) that would relieve those constraints. The areas that would be changed are in red, with the portions to be removed are ~~crossed out~~ and the portions to be added are underlined.

On Monday, April 28th staff presented the Board with a matrix table that showed what the differences between the existing GMA Agricultural District and the Red Mountain Agricultural District would be. Staff is ready to discuss that Matrix table if the Board chooses. It is important to note that if the changes on the attached memo are made to Ordinance 445 before a Red Mountain Agricultural District is adopted, there will be unintended consequences to realization of the Red Mountain Master Plan as it is currently conceived. Staffs intent is to hurry up the process of reviewing and submitting the RMAD for approval so that we an avoid those consequences.

SUMMARY

The item is on the Board agenda for discussion. The issue is wineries in agricultural zoning districts.

RECOMMENDATION

Review and discuss the Planning Departments suggested word changes. This wording has not been reviewed by the PA's Office.

CHAPTER 11.18

GROWTH MANAGEMENT ACT
AGRICULTURAL DISTRICT (GMAAD)

SECTIONS:

11.18.010	Applicability
11.18.020	Purpose
11.18.030	GMA Agricultural District
11.18.040	Maps
11.18.050	Allowable Uses
11.18.060	Uses Requiring Permits-Director Review and Approval Required-Subject to Appeal to the Benton County Board of Adjustment
11.18.070	Uses Requiring Permits--Conditional Use Permit Required
11.18.080	Lot Requirements
11.18.090	Lot Requirements--Exceptions
11.18.100	Building Requirements
11.18.110	Setback Requirements
11.18.120	Setback Requirements--Exceptions

11.18.010 APPLICABILITY. This chapter shall apply to lands and activities located in unincorporated Benton County and designated in the Zoning Map of Benton County as in the GMA Agricultural District, unless otherwise specifically provided. [Ord. 265 (1995) § 1; Ord. 445 (2007) § 1]'

11.18.020 PURPOSE. The purpose of this chapter is to meet the minimum requirements of the State Growth Management Act (Chapter 36.70A RCW) that mandates the designation and protection of agricultural lands of long term commercial significance. The chapter protects the GMA Agricultural District (GMAAD) and the activities therein by limiting non-agricultural uses in the district to those compatible with agriculture and by establishing minimum lot sizes in areas where soils, water, and climate are

11-17.02

(BCC 06/20/07)

suitable for agricultural purposes. The chapter encourages the siting of allowable residential density into clustered enclaves to afford land owners economic value from non-farm residential development. This chapter is intended to work in conjunction with Chapter 14.05 BCC entitled "Right to Farm" which protects normal agricultural activities from nuisance complaints.

The authorization of new fully contained communities as provided for under RCW 36.70A.350 is not prevented by this chapter.

[Ord. 265 (1995) § 2; Ord. 445 (2007) § 2]

11.18.030 GMA Agricultural District. The GMA Agricultural District shall include those areas identified in the official Zoning Map of Benton County and in the Benton County Comprehensive Plan as having Critical Agricultural Resources (soils, climate, and water). The minimum parcel size shall be twenty (20) acres, with exceptions as provided by this chapter. Commercial agricultural activities are most appropriately conducted on large parcels of land with significant separation between uses that conflict with agricultural practices.

[Ord. 265 (1995) § 3; Ord. 445 (2007) § 3]

11.18.040 MAPS. The location and boundaries of the GMA Agricultural District are hereby established as set forth on the official Zoning Map of Benton County. The original of the official Zoning Map, signed by the chairman and the clerk of the Board of County Commissioners, shall be maintained in the records of the Planning Department.

[Ord. 265 (1995) § 4; Ord. 445 (2007) § 4]

11.18.050 ALLOWABLE USES. Except as set forth in BCC 11.18.060 and BCC 11.18.070, only the following uses are determined consistent with the purpose of the chapter and are allowable uses in the GMA Agricultural District.

The following are allowable uses:

11-17.03

(BCC 06/20/07)

- (1) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.
- (2) Accessory buildings, uses and structures appurtenant to the conduct of the agricultural use and customarily provided in conjunction with an agricultural operation.
- (3) On any tract of land having an area of five (5) acres or less, the following uses are allowable as accessories to a family dwelling: the keeping of one head of grazing stock per one-half acre of ground, exclusive of suckling animals; provided, that all barns, barnyards, or corrals shall be located not less than seventy-five (75) feet from any public road, street, or highway and not less than thirty (30) feet from any property held under different ownership.
- (4) Agriculture buildings: as defined under Chapter 11.04 BCC.
- (5) Agricultural related industries as defined under Chapter 11.04 BCC.
- (6) Agricultural stands as defined under Chapter 11.04 BCC.
- (7) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.
- (8) Hazardous waste treatment and storage facilities (on site) as an accessory use to an allowable or conditionally permitted use; provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210.
- (9) Single family dwelling or factory assembled structure.
- (10) ~~Basic winery-Wineries and breweries and up to three (3) guest rooms for overnight lodging at a winery/brewery; provided, the~~

11-17.04

~~winery/brewery must be on a parcel with eighty (80) percent of the acreage planted with a producing commercial vineyard; commercial hop operation or a grain crop and no more than fifteen (15) percent of the total floor area of the collective winery/brewery buildings, excluding any barrel storage rooms, may be used for kitchen and food service hospitality.~~

() Retail winery/agri-tourism operation that complies with the following criteria:

(a) The retail winery/agri-tourism operation shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(b) The retail winery/agri-tourism operation use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(c) The parcel on which the retail winery/agri-tourism operation use is located meets one of the following:

11-17.08

- (i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;
- (ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW; or
- (iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.
- (d) The retail winery/agri-tourism operation, including any new buildings, parking or supportive uses associated therewith shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;
- (11) Agricultural signs commonly associated with or accessory to agricultural activities.
- (12) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.
- (13) Aquaculture.
- (14) Adult Family Homes.
- (15) Community club houses, grange halls and other agricultural nonprofit organization halls.
- (16) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.
- (17) Airstrips (personal).
- (18) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.

11-17.04A

- (19) Hunting Preserves; provided, the hunting activities are an accessory use to the agricultural use of the parcel or parcels.
- (20) Guest ranch; provided, the guest activities are an accessory use to the agricultural use of the parcel or parcels.
- (21) Schools and churches.

11-17.04A

(BCC 06/20/07)

- (22) Kennels, both commercial and private.
- (23) Communication facilities described in BCC 11.65.030(b), BCC 11.65.030(c), BCC 11.65.030(d), or BCC 11.65.030(e).
- (24) Any accessory equipment structure ancillary to a legal communication facility.
- (25) Accessory buildings commonly appurtenant to site built homes, manufactured homes, or factory assembled structures.
- (26) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.
- (27) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:
 - (i) the lowest point on all rotor blades must be at least thirty (30) feet above ground level;
 - (ii) no wind turbine(s) height exceeds three hundred and fifty (350) feet;
 - (iii) all wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (1,000) feet;
 - (iv) all wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine

11-17.04B

(BCC 06/20/07)

extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

- (v) all wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way a distance equal to the wind turbine height;
- (vi) all wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;
- (vii) for wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;
- (viii) all wind turbine(s) must comply with the Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;
- (ix) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which

11-17.05

are available solely for private use and identified on the most current edition of the *Sectional Aeronautical Charts* produced by the National Aeronautical Charting Office (NACO);

- (x) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.54 BCC; and
 - (xi) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.
- (28) Meteorological towers used to gather data to assess wind energy potential; provided, that the towers
- (i) shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the *Sectional Aeronautical Charts* produced by the National Aeronautical Charting Office (NACO); and
 - (ii) must comply with the Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.
- (29) Solar power generators.
 [Ord. 265 (1995) ¶ 5; Ord. 341 (1998) ¶ 1; Ord. 371 (2001) § 4; Ord. 373 (2001) § 3; Ord. 380 (2002) § 3; Ord. 381 (2002) § 1; Ord. 435 (2006) § 1; Ord. 445 (2007) § 5]

11-17.05A

(6) "Agricultural Wastes" means wastes on farms resulting from the production of agricultural products including but not limited to crop residues, manures, and carcasses of dead animals weighing each or collectively in excess of fifteen pounds.

(7) "Agriculture" means the tilling of soil, raising of crops, livestock and horticulture for commercial purposes and all the equipment and activities normally and routinely a part of the chain of production.

(8) "Agriculture Building" means a structure designed and constructed to store farm implements or hay, grain, poultry, livestock, fruit and other agricultural products. The structure shall not be used for human habitation, process, treating, or packaging agriculture products, nor shall it be a place to be used by the public.

(9) "Agriculture Lands" refer to lands that are not already characterized by urban growth and are of long term significance for the commercial production of horticulture, agronomy, silviculture, aquaculture, apiary, animal products, turf, seed, Christmas trees not subject to excise tax, or livestock.

(10) "Agriculture Market" means a use primarily engaged in the retail sale of fresh agricultural products, grown either on or off the site, but may include as incidental and accessory to the principle use, the sale of factory sealed or prepackaged food products and some limited non-food items. This definition does not include the sale of livestock.

(11) "Agriculture Related Industry" means specifically:

- (a) Packaging Plants - may include but are not limited to the following activities: washing, sorting, crating, and other functional operations such as drying, field crushing, or other preparation in which the chemical and physical composition of the agriculture product remains essentially unaltered. Does not include processing activities, or slaughter houses, animal reduction yards, and tallow works.

- (b) Processing Plants - may include but are not limited to those activities which involve the fermentation or other substantial chemical and physical alteration of the agricultural product. Does not include wineries, slaughter houses or rendering plants.
- (c) Storage Facilities - may include those activities which involve the warehousing of processed and/or packaged agricultural products.
- (12) "Agriculture Stand" means a structure up to 1000 square feet in area used for the retail sale of agriculture products, excluding livestock, grown on the premises.
- (13) "Agronomic Rates" or fertilizer guide means the rates of application of sludges, manures, or crop residues in accordance with rates specified by the appropriate fertilizer guide or by recommendation from a qualified soil scientist, for the crop under cultivation.
- (14) "Airstrip (personal)" means a runway without normal airport functions maintained for the private use of the owner of the property on which it is located.
- (15) "Airstrip commercial crop-dusting" means a private runway with service and maintenance facilities which serves the commercial crop-duster.
- (16) "Allowable Use" means any use listed in BCC 11.18.050, which are allowed outright, i.e., the land use itself does not require obtaining planning director review and approval, or a conditional use permit.
- (17) "Amateur (or Ham) Radio Facilities" means a radio transmission or receiving antenna or communication device operated for non-commercial purposes by individuals licensed by the Federal Communications Commission (FCC).
- (18) "Animal Feedlot" refers to a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the

(147) "Wind Turbine Height" means the distance measured from the ground level to the highest point on a wind turbine, including the rotor blades.

~~(148) "Wineries/Breweries" means facilities where fruit or other products are processed into wine or spirits and related storage, bottling, shipping, sampling, tasting and sale of such.~~

(148) "Winery, Basic" means a building or cluster of buildings used for the making of wine(s) and where are located the processing areas and customary equipment to at a minimum, crush, press, ferment and rack the wine; and may also include areas for filtering, aging, bottling and storage of finished product, and retail, wholesale and producer sales of wine including sales and tasting romms.

(149) "Winery, Retail/ Agri-Tourism operation" means a basic winery with processing capacity sufficient to process the volume of fruit grown on the parcel, and may also include incidental to the basic uses: a maximum of six hundred (600) square feet fo space for vistor food preparation and eating; up to three (3) guest rooms for overnight lodging on a floor above basic uses; and an interior space of up to fifteen hundred (1,500) square feet for special events, seminars or other small social gatherings.

(150) "Winery, Destination/Agri-tourism Operation" means a basic winery with processing capacity sufficient at least to process the volume of fruit on the parcel, and may also include incidental to the basic uses: an area for food preparation and eating not to exceed eight hundred (800) square feet; on the second story or higher above the basic uses, four (4) guest rooms or one (1) guest room for every ten (10) acres of planted vineyard on the parcel up to a maximum of twenty-four (24) guest rooms, or 12 residential units not exceeding sixteen hundred (1600) square feet for every 20 acres of planted vineyard on the parcel up to a maximum of twelve (12) residential units; and an interior space not exceeding three thousand (3000) square feet for special events, seminars or other small social gatherings.

[Ord. 62 (1960) ¶ 1; Ord. 75 (1962) ¶ 2; Ord. 82 (1966) ¶ 2; Ord. 133 (1979) ¶ 2; Ord. 152 (1951) ¶ 1; Ord. 167 (1983) ¶ 1; Ord. 222 (1988) ¶ 1; Ord. 235 (1991) ¶ 1; Ord. 262 (1995) ¶ 1; Ord. 264 (1995) ¶ 2; Ord. 306 (1997) ¶ 1; Ord. 343 (1998) ¶ 1; Ord.

359 (2000) § 1; Ord. 371 (2001) § 2; Ord. 373 (2001) § 1; Ord. 380
(2002) § 1; Ord. 417 (2005) § 1; Ord. 431 (2006) § 1; Ord. 446
(2007) § 1]

11-5.22

(BCC 06/20/07)

2:00

Executive Session
Potential Litigation
M Wenner

2:06

AGENDA SUMMARY SHEET

MEETING DATE: May 5, 2008

AGENDA ITEM: Claim CC08-09

SUBJECT:

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

TYPE OF ACTION NEEDED:

- Execute Contract Pass Resolution Pass Ordinance
 Pass Motion Other

BACKGROUND INFORMATION:

The Risk Manager and Civil Deputy Prosecutor Attorney request an executive session to discuss claim CC08-09.

SUMMARY:

See above.