

May 11, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
May 4, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Absent: Commissioner Leo Bowman

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Steve Becken, Public Works; and Planning Manager Mike Shuttleworth.

Approval of Minutes

The Minutes of April 27, 2009 were approved.

Consent Agenda

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

Commissioners

- a. Salary Request Statements
- b. Letter to Bureau of Reclamation
- c. Line Item Transfer, Fund No. 0305-101, Dept. 000

Horticultural Pest & Disease Board

- d. Reappointments to the Benton County Horticultural Pest & Disease Board

Planning

- e. WA State Department of Fish and Wildlife Order Form

Road/Engineer

- f. Signature Authorization Form w/WA St Military Department; Rescinding Resolution 09-196
- g. Public Assistance Grant Agreement for Emergency Disaster Assistance Funds; Rescinding Resolution 09-216
- h. Approval of Project Agreement No. 0309-01 for Rural Arterial Program
- i. Approval of Project Agreement No. 0307-01 for Rural Arterial Program

- j. Local Agency Standard Consultant Agreement w/J-U-B Engineers, Inc.
Sheriff
- k. Contract w/Jacqueline Moore & Associates

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

Vouchers

Check Date: 05/01/2009
Warrant #: 923948-924178
Total all funds: \$2,249,695.51

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

Resolutions

- 09-283 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 09-284 Reappointments to the Benton County Horticultural Pest & Disease Board
- 09-285 WA State Department of Fish and Wildlife Order Form
- 09-286 Signature Authorization Form w/WA St Military Department; Rescinding Resolution 09-196
- 09-287 Public Assistance Grant Agreement for Emergency Disaster Assistance Funds; Rescinding Resolution 09-216
- 09-288 Approval of Project Agreement No. 0309-01 for Rural Arterial Program
- 09-289 Approval of Project Agreement No. 0307-01 for Rural Arterial Program
- 09-290 Local Agency Standard Consultant Agreement w/J-U-B Engineers, Inc.
- 09-291 Contract w/Jacqueline Moore & Associates

There being no further business before the Board, the meeting adjourned at approximately 9:05 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 of property 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, 2009

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

H Mercer

**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:

BENTON COUNTY BOARD OF COMMISSIONERS

CONTRACTOR
Mr. Rick Soth
AFTS

Chairman


RICHARD SOTH

Member

Its

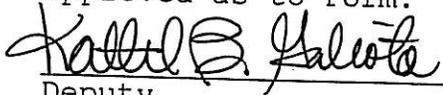
Member

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. If Secure FTP (FTP-SE) is desired, AFTS can support this or PGP encryption (with additional programming charges to setup).

Revaluation cards will be produced on 67# vellum stock (or similar) using all laser printing (no pre-printed stock). Production will be completed using Xerox production laser printers running BLACK and BLUE (spot color). Red and Green are optional colors to blue if desired.

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.

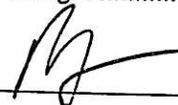
AFTS produces revaluation notices in two formats, cards and statements. Cards are produced for situations where only a single parcel is being reported for a given name/delivery address. This represents the bulk of the notices. When a recipients's name/address is found on multiple parcel records, AFTS will "household" these into a statement format with the revaluation information reported in more of a statement layout. This saves significant postage compared to mailing one card for each parcel.

Pricing:

Per Parcel

Work produced in 2009:	\$0.073 each
Work produced in 2010:	\$0.081 each
Work produced in 2011:	\$0.084 each
Work produced in 2012:	\$0.088 each
Work produced in 2013:	\$0.090 each

Postage: At Cost

AFTS:  _____

Benton: _____

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	11-May-2009	Execute Contract	_____
Subject:	Updated Remote Access Policy	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
		Pass Motion	_____
Prepared By:	J. Randall Reid	Other	_____
Reviewed By:	Loretta Smith-Kelty		
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

b

BACKGROUND INFORMATION

In 205, the Board adopted a Remote Access Policy for county employee access to electronic resources while outside of the county network. The policy was modified to incorporate smart phones, specifically BlackBerry devices owned by the county. The policy was reviewed by Jonathan Young in the PA's office and then sent to all elected officials and department heads on 26-March-2009. Ryan Brown also reviewed it as part of circulating it to the departments. No modifications were suggested.

SUMMARY

The attached resolution and exhibit comprise an update to the Remote Access Policy originally adopted by Resolution 05-518.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVAL OF THE UPDATED BENTON COUNTY REMOTE ACCESS POLICY.

WHEREAS, the Board of Benton County Commissioners adopted a Remote Access Policy pursuant to Resolution 05-518 on August 15, 2005; and

WHEREAS, upon further consideration the Board of Commissioners deems it is in the best interest of the County and the public to amend said policy to include the use of smart phones; NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, that Resolution 05-518 is hereby rescinded and that the amended Remote Access Policy, attached hereto and incorporated herein as Exhibit A, is hereby approved; and

BE IT FURTHER RESOLVED that copies of the updated Remote Access Policy shall be forwarded to all elected officials and department heads for dissemination to their departments.

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

REID

BENTON COUNTY REMOTE ACCESS POLICY

In an effort to enhance the communication and effectiveness of Benton County Elected Officials, department managers, and employees, Benton County Central Services has implemented technologies that allow access to county computer resources while outside of the county network.

DEFINITIONS

The following definitions reflect technologies available at the time this policy is adopted:

1. **Wide Area Network (WAN):** All County facilities from which a computer can be connected to the network operating system maintained by the County subject to network security policies and practices. Also described as "inside" the network.
2. **Web Email:** Access to the county email server using a computer located outside of the WAN.
3. **Web Folder:** A repository on the WAN for files that are accessible using a computer located outside of the WAN.
4. **Web Printer:** A printer on the WAN that is accessible using a computer located outside of the WAN.
5. **Remote Control:** Ability to access and operate a computer inside the WAN using a computer located outside of the WAN. For Benton County this is limited to GoToMyPC services provided by Citrix.com and administered by Benton County Central Services. (See below)
6. **Portable Drive:** A read/write storage device used to transport files copied to the device using a computer within the WAN and taken outside of the WAN in order to access the files on a computer located outside the WAN.
7. **Personal Digital Assistant (PDA):** An electronic device that is synchronized with resources (calendar, address book, email) on the WAN for the purpose of maintaining a copy of the synchronized information on the device for use while outside of the WAN.
8. **Portable Computer:** A laptop, tablet or handheld computer that is routinely connected to the WAN and also taken outside of the WAN for use as a stand alone computer.
9. **Smart Phone:** A handheld device that combines cellular voice service with Internet access to an email server inside of the WAN. For Benton County, this is limited to BlackBerry devices and services administered by Benton County Central Services. (See below)

In the cases of Web Email, Web Folders and Web Printers, an Internet connection is the means by which the computer resources are accessed. In the case of Remote Control, the computer resource is most commonly accessed through the Internet.

What is common to all of the services and technologies embraced by this policy is their capacity for exposing county computer resources and information outside of the physical and electronic protection provided by the county facilities and network infrastructure.

REMOTE ACCESS USAGE

Any county employee using any of the remote access services and technologies defined above must be authorized to do so by the appropriate Elected Official or Department Director/Manager. Continued use of remote access services and technologies is conditioned on compliance with the following:

1. Remote access to county email and to the Internet through the county network is subject to the existing *Electronic Mail Policy* and *Internet Policy*.
2. Any county computer resource, whether a physical device or electronic data, is county property and is intended to be used for official business only. Authorizing an employee to use remote access services and technologies is not an approval of personal use of county resources.
3. It is the responsibility of the employee using remote access technologies to maintain the appropriate security and confidentiality of the county resources. This includes taking steps to prevent unauthorized persons from using equipment belonging to the county and/or accessing systems and information maintained by the county. It also includes maintaining the privacy of any information that may be governed by Washington State laws regarding information privacy and federal regulations such as the Health Insurance Portability and Accountability Act (HIPAA).
4. Use of personal equipment to store or access county resources may subject the equipment and/or information stored on that equipment to audit by management, public disclosure, and/or a legal discovery process.

The authorization to use remote access services and technologies may be revoked at any time by the appropriate Elected Official or Department Director/Manager. Violation of these policies may be grounds for disciplinary action, up to and including termination of employment, consistent with the applicable labor agreement, if any.

Access directly administered by Central Services may also be terminated in the event of a threat to county information or to the county technology infrastructure. Examples of this include Web Email, Remote Control, and Smart Phones.

OVERTIME/WORK FROM HOME

Authorizing an employee to use remote access services and technologies is not an approval for overtime or work from home. All overtime and work from home must be approved in accordance with the applicable labor agreement and the policies of the department for which the employee works.

REMOTE CONTROL (GoToMyPC)

Benton County has chosen to provide remote control access to computers inside the county WAN for use by county employees authorized by the appropriate Elected Official or Department Director/Manager. In addition to the provisions noted above, GoToMyPC services are subject to the following:

1. GoToMyPC accounts are to be managed by Benton County Central Services.
2. Expenses will be paid by Central Services and charged back to the departments using the GoToMyPC services.
3. Benton County Central Services will work with the appropriate Elected Official or Department Director/Manager to establish the restrictions imposed on the GoToMyPC accounts.

SMART PHONE (BlackBerry)

Benton County has chosen to provide BlackBerry devices and infrastructure for use by county employees authorized by the appropriate Elected Official or Department Director/Manager. In addition to the provisions noted above, BlackBerry devices are subject

EXHIBIT "A" Page 3 of 3

to the following:

4. Devices and cellular services are to be provided through Benton County Central Services which will coordinate with the cellular service vendors and Research In Motion (RIM).
5. Expenses will be paid by Central Services and charged back to the departments using the BlackBerry services.
6. Only the base BlackBerry operating system and default applications will be supported. All devices will be locked at the server level from having third party applications installed.
7. All devices will be configured to require a password that is centrally administered from the BlackBerry server.
8. Central Services will set up BlackBerry devices for immediate use upon delivery to county users.
9. The departments using the services are responsible for keeping track of BlackBerry devices and monitoring usage.

AMENDMENT/IMPLEMENTATION OF POLICY

All employees who are granted authorization for remote access will be given a copy of this policy and notified of any policy changes. Authorization to use remote access services and technologies is to be evidenced by the attached form signed by the Elected Official or Department Director/Manager or their authorized representative and by the employee to whom remote access is being granted. The original form reflecting authorization is to be placed in the employee's personnel file with a copy given to the employee and a copy sent to Central Services. A new form shall be signed as access to additional services and technologies is granted or denied. The County reserves the right to change this policy and any forms associated with this policy at any time, at its discretion.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	11-May-2009	Execute Contract	___	Consent Agenda
Subject:	Vendor for FTR software upgrades.	Pass Resolution	<u> X </u>	Public Hearing
		Pass Ordinance	___	1 st Discussion
Prepared By:	J. Randall Reid	Pass Motion	___	2 nd Discussion
Reviewed By:	Loretta Smith-Kelty	Other	___	Other

BACKGROUND INFORMATION

Over the last few years, Superior Court and District Court have installed FTR (For the Record) systems for performing digital audio recording of court proceedings. The courts would like to upgrade the software so that the same version is installed in all of the courtrooms. A newer version is also needed to resolve problems the older versions are having with newer hardware. This involves 13 copies of the FTR Recorder™ software. Some funds were approved for this as part of the 2009 budget. Additional funds are available from the Trial Court Improvement Fund.

A request for quotes was sent to three vendors last month. Two of them responded: JoBee Company (\$12,490) and Efficiency, Inc. (\$14,175). JoBee Company has done all of the FTR installations during the last couple of years.

SUMMARY

The attached resolution selects a vendor for upgrades to 13 installations of FTR Recorder™ software in the Superior Court and District Court courtrooms.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

Funds available as part of the 2009 budget and the Trial Court Improvement Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SELECTING A VENDOR FOR UPGRADING THE FTR REPORTER™ SOFTWARE USED IN THE SUPERIOR COURT AND DISTRICT COURT COURTROOMS.

WHEREAS, resolution 08-132 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, the FTR Recorder™ software is used in all Superior Court and District Courtrooms and needs to be upgraded to current the version; and

WHEREAS, quotes were requested from three authorized resellers of FTR systems which responded as follows:

Efficiency, Inc.	5612 6 th Avenue S. Seattle WA 98108	\$14,175
Jo Bee Company	816 W. Francis #313 Spokane WA 99205	\$12,490
New World Audio Video	4390 SW Scholls Ferry Road Portland OR 97225	NO RESPONSE

of which Jo Bee Company was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase software upgrades for thirteen (13) FTR Recorder™ systems from Jo Bee Company for the amount of \$12,490 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$13,000 plus tax.

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

REID

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 11 May 2009 Subject: Interchange Study Memo Date: 06 May 2009 Prepared By: AJF Reviewed By: LSK	Execute Contract X Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

For consideration by Commissioners is participation in an economic impacts study for the proposed Interstate 82 interchange between Benton City and Goose Gap (known as the "Red Mountain Interchange"). The study will evaluate probable economic impacts within the County and the surrounding cities that would likely result from having new freeway access at this site. The Board has discussed this project previously.

The study, not to exceed \$10,000.00 in total cost, would be a partnership of the County, the City of West Richland, the City of Benton City, and Benton REA. The work shall be performed by the firm of Barney and Worth, who have already done similar economic work for Benton City and West Richland. West Richland shall be the contract administrator, and Benton County's funds would flow through the City.

FISCAL IMPACT

Benton County's share of the project is not to exceed \$3333.00, to be paid from the Sustainable Development Fund.

###

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN ECONOMIC IMPACTS ANALYSIS OF THE
PROPOSED "RED MOUNTAIN INTERCHANGE"

WHEREAS, Benton County supports continued development of a new freeway interchange along Interstate 82 between Exits 96 and 102, known as the "Red Mountain Interchange"; and,

WHEREAS, multiple community partners have joined together to do an analysis that would quantify the probable economic impacts of the "Red Mountain Interchange"; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman of the Board is authorized to sign a "contract for personal or professional services" among and between Benton County, the City of Benton City, the City of West Richland, Benton Rural Electric Association; and Barney & Worth, Incorporated, who will be the contractor performing the economic impacts analysis. Benton County's share of the costs of the contract shall not exceed \$3333.00 per the terms of the contract.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Ozuna), Benton REA, City of Benton City, City of West Richland

Prepared by: A.J. Fyal

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AMENDMENT NO. 1 TO THE BENTON COUNTY EMERGENCY SERVICES INTERLOCAL COOPERATION AGREEMENT

BE IT RESOLVED that Max E. Benitz, Jr., Chairman of the Board of Benton County Commissioners, is hereby authorized to sign Amendment No. 1 to the Benton County Emergency Services Interlocal Cooperation Agreement.

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

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR BENTON COUNTY
EMERGENCY SERVICES INTERLOCAL COOPERATION AGREEMENT
(2009 800 MHZ FUNDING AMENDMENT)

WHEREAS, the participating jurisdictions have developed and operated an emergency management and dispatch service in accordance with RCW 38.52.070 for more than twenty years, and

WHEREAS, the jurisdictions presently operate BCES pursuant to an Interlocal Cooperation Agreement dated approved by the Board of County Commissioners, Benton County, on March 12, 2007 ("BCES Interlocal Agreement"), and

WHEREAS, by orders dated August 6, 2004 and December 22, 2004, issued by the Federal Communications Commission (FCC), the frequency allocations in all radio spectrums will be reconfigured to allow for more frequency spectrum availability, and

WHEREAS, an analog 800MHz radio system has been in operation at BCES since 1995 and is no longer manufactured or supported by the vendor, Motorola, and

WHEREAS, the BCES Executive Board has identified the public safety communications system replacement technology will be a digital 800MHz radio system that will provide viable public safety communications for many years in the future.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with RCW 39.34.030 and Section 6 of the Interlocal Agreement, the parties agree to amend the Interlocal Agreement as follows:

1. Section 3.C of the Interlocal Agreement is amended to read as follows:

Benton County Emergency Management Fund

(1) Each party shall contribute to the cost of emergency management upon such fair and equitable basis as shall be determined by the Executive Board. If, in any case, the Executive Board is unable to agree upon the proper contributions of the parties hereto to the costs of the organization, the decisions shall be referred to the State Emergency Management Council for arbitration and the Council's decision shall be final and binding upon the parties hereto. Each party shall pay its share of the cost into the Benton County Emergency Management fund, which is maintained and administered by the administrative jurisdiction. The Executive Board shall have the authority to proportionately levy (by percentage of total budget responsibility) additional fees to cover unexpected liabilities. If the cost over run or liability is the result of a single agency, the entire cost will be borne by that agency.

The Federal Emergency Management Agency (FEMA), through the Chemical Stockpile Emergency Preparedness Program (CSEPP), has agreed to fund \$7,250,000 dollars of costs associated with the purchase and installation of a digital 800MHz radio system. In order to assist with that purchase and installation, Benton County shall pay into the 800 MHz Fund the lesser of (a) \$2,000,000 dollars; or (b) fifty percent (50%) of the costs of the purchase and installation of a digital 800 MHz radio system in excess of \$7,250,000 dollars, and the cities of Kennewick and Richland shall each pay into the 800 MHz Fund the lesser of (a) \$1,000,000 dollars; or (b) twenty five percent (25%) of the costs of the purchase and installation of a digital 800 MHz radio system in excess of \$7,250,000 dollars.

In order to address cash flow needs, Kennewick, Richland and Benton County shall deposit \$1,000,000; \$1,000,000 and \$2,000,000, respectively, into the 800 MHz Fund within ten (10) days of the full execution of this Amendment No. 1 to the Interlocal Agreement. Such deposits shall be deposited into an interest bearing account. Every thirty (30) days after the initial deposit, the City of Richland shall send to Kennewick and Benton County written summaries of the expenses incurred in connection with the purchase and installation of the digital 800 MHz radio system that identify which expenses will be or have been reimbursed by FEMA, which expenses will not be reimbursed by FEMA, and the aggregate amount of expenses incurred by each of Kennewick, Richland and Benton County in connection with the purchase and installation of a digital 800 MHz radio system that will not be reimbursed by FEMA. Once all purchase and installation costs have been incurred, within thirty (30) days from such date the City of Richland shall return to Benton County the balance, if any, of its \$2,000,000 deposit that was unexpended along with Benton County's proportionate share of all interest accrued on the funds deposited for cash flow purposes. Similarly, the City of Richland shall return to the City of Kennewick the balance, if any, of its \$1,000,000 deposit along with Kennewick's proportionate share of all interest accrued.

No other parties to this agreement are obligated to pay for any costs in connection with the purchasing or installation of a digital 800 MHz radio system, but those parties using the system will contribute towards the costs of operating such system through annual radio assessments as set forth below in section 3.C (2).

(2) 800 MHz Fund.

The 800 MHz fund has been and shall continue to be used for the maintenance and operation of any 800 MHz radio system, whether analog or digital, by Emergency Services. The Executive Board is authorized to levy annual radio assessments upon the parties for the use of radios under an 800 MHz system and to impose contract fees upon any contracting agencies. Such assessments shall be determined by the Executive Board annually for inclusion by the parties in their annual budgets and shall be paid in periodic installments to be set by the Executive Board.

2. Section 4.A of the Interlocal Agreement is amended to read as follows:

A. The ownership interests in property or equipment, other than a digital 800 MHz radio system, and monies acquired by or through Benton County Emergency Management on or after the execution of the BCES Interlocal Agreement shall be shared by Benton County and the cities of Kennewick, Richland, West Richland, Prosser and Benton City in proportion to the financial and in-kind contribution of each party in the year of acquisition for the acquisition of such property, equipment, or monies. The ownership interests in the existing equipment, property, or monies (prior to the BCES Interlocal Agreement) will also be shared in proportion to previous contributions towards acquisition. All parties hereby acknowledge that the federal government may have ownership interests or rights with respect to equipment purchased with funds provided by the federal government and that with respect to the digital 800 MHz radio system, no parties to this agreement shall have any ownership rights except for Benton County and the cities of Richland and Kennewick. Those rights shall be as follows: 50% for Benton County, 25% for Kennewick and 25% for Richland.

3. All remaining terms, conditions and provisions of the BCES Interlocal Agreement shall remain in full force and effect.

BENTON COUNTY, WASHINGTON

ATTEST: _____
Clerk of the Board

Chairman

Chairman, Pro Tem

Member

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

DATE: _____

CITY OF BENTON CITY

ATTEST: _____
City Clerk

By: _____
Mayor

DATE: _____

CITY OF KENNEWICK

ATTEST: _____
City Clerk

By: _____
Mayor

DATE: _____

CITY OF PROSSER

ATTEST: _____
City Clerk

By: _____
Mayor

DATE: _____

CITY OF WEST RICHLAND

ATTEST: _____
City Clerk

By: _____
Mayor

DATE: _____

CITY OF RICHLAND

ATTEST: _____
City Clerk

By: _____
Mayor

DATE: _____

BENTON CITY FIRE
DISTRICTS 1, 2 & 4

ATTEST: _____

By: _____
BCFPD#1

By: _____
BCFPD#2

By: _____
BCFPD#4

DATE: _____

RESOLUTION

f

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" EXCAVATION & EARTHWORK WITH QUALITY BACKHOE SERVICES, INC. AT 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, the Facilities Manager recommends a blanket service agreement with Quality Backhoe Services, Inc., Burbank, WA – Contractors License No. QUALIBS944DB to be put in place for "as needed" services for excavation and earthwork services, along with other miscellaneous services they are qualified to perform for all locations of Benton County 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 Quality Backhoe Services, 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 recommendation and hereby awards Quality Backhoe Services, Inc. the blanket service agreement for "as needed" services at all Benton County locations; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2009.

Dated this _____ day of _____, 2009

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 of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **QUALITY BACKHOE SERVICES**, a corporation authorized to do business in the State of Washington with its principal office at 26905 Ice Harbor Drive, Burbank, WA 99302 (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 Rate Sheet dated 3/27/09
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution of both parties and shall expire December 31, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" excavation/earthwork for all Benton County locations in accordance with the CONTRACTORS 2009 rate sheet 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:

Luis Sanchez
Quality Backhoe Services
PO Box 3001
Pasco, WA 99302
Phone 509-545-0242
Fax 509-545-0242

- b. For COUNTY:

Loretta Smith Kelty, Deputy County Administrator
Benton County
PO Box 190
Prosser, WA 99350
Phone 509-222-3710
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for "as needed" excavation and earthwork 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 Contract 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, per "as needed" project. 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 Contract, 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 Contract, 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.
- 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. CONTRACTOR shall also procure employer's liability providing coverage up to \$1 million for injuries or disease to its employees.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (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 Contract. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this

paragraph, to County's representative prior to start of work.

- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. 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 added as additional insureds 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 insured, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

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

currently paying workers compensation.

- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

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

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 Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. 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 Contract 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 Contract or by law.

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

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 Contract to pay these same wages, and that such a signed Contract 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 CONTRACT

The parties agree that this Contract is the complete expression of their Contract. 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.

19. PUBLIC RECORDS ACT

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

20. LITIGATION HOLD NOTICE

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

21. SURVIVABILITY

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

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

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

BENTON COUNTY

QUALITY BACKHOE SERVICES

Max E. Benitz, Chairman

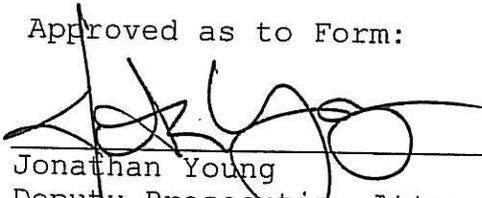


Luis Sanchez, Owner

Dated: _____

Dated: 4/29/08

Approved as to Form:



Jonathan Young
Deputy Prosecuting Attorney

EXHIBIT A

QUALITY BACKHOE SERVICES, INC.
OFFICE / FAX (509) 545-0242
CELL PHONE (509) 727-5112

FAX TRANSMITTAL

DATE: 03/27/2009

PAGES (1)

ATTN: LISA

RE: BASE PRICE FOR EQUIPMENT/OPERATOR

**HOURLY RATE FOR 1- PIECE OF EQUIPMENT AND 1- OPERATOR IS
\$120/HR. PLEASE CALL WITH ANY QUESTONS 727 - 5112.**

THANK YOU,

LUIS SANCHEZ

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE BLANKET PERSONAL SERVICE CONTRACT TO INDUSTRIAL EQUIPMENT SOLUTIONS FOR AS NEEDED SALLE PORT DOOR MAINTENANCE AND REPAIR FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND, FUND NUMBER 0000101, SHERIFF CUSTODY DEPARTMENT 120.

WHEREAS, per Resolution 08-492, Benton County entered into a contract with Industrial Equipment Solutions for the purchase and installation of new salle port doors for the Benton County Jail Facility; and

WHEREAS, Industrial Equipment Solutions installed the salle port doors on July 1, 2008; and

WHEREAS, the warranty period expires on July 1, 2009 and the Facilities Manager recommends a blanket service agreement with Industrial Equipment Solutions to be put in place for "as needed" salle port door maintenance and repair; and

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; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards the blanket personal service contract to Industrial Equipment Solutions in an amount up to \$10,000.00 including WSST; and

BE IT FURTHER RESOLVED the term of the attached contract commences when executed by both parties and expires on December 31, 2009; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Personal Service Contract.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, R. Ozuna, Industrial Solutions

Prepared by: K. Mercer

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Industrial Equipment Solutions**, a Washington Corporation with its principal offices 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 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, 2009. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" salie port door maintenance and repair. 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. Prior to commencing work, CONTRACTOR shall provide COUNTY with a written estimate describing the

hours of labor involved and the parts needed including prices thereof. Unless otherwise previously authorized by COUNTY, CONTRACTOR shall not deviate from the estimate provided prior to commencing work.

- 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:
Dave Barrett
6630 Old Naches Hwy.
Naches, WA 98937
Phone 509-653-1812
Fax 509-653-1388

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

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month for each project. Such invoices shall detail the work done, the personnel involved, and the date of service. 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 also shall procure and maintain employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident and/or one million dollars (\$1,000,000)

each employee for bodily injury by 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.
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- 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:

Roy Rogers
7122 W. Okanogan Pl.
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

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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.

19. LITIGATION HOLD NOTICE

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

20. PUBLIC RECORDS ACT

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

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

21. SURVIVABILITY

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

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

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

Date: _____

Date: 4-22-2009

Benton County

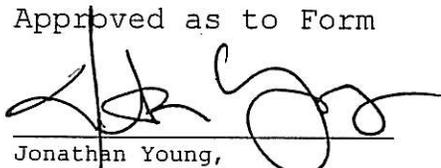
Industrial Equipment Solutions Inc.

Max Benitz Jr., Chairman
Benton County Commissioner

David H. Barrett
Signature

Approved as to Form

David Barrett President
Print Name & Title



Jonathan Young,
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 5/11/09 Subject: contract	Execute Contract x Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: jcm/ cmb		
Reviewed by: <u>Isk</u>		

BACKGROUND INFORMATION

Attached for Board review is the Contract to be executed for irrigation main line repairs at the South of the Benton County Fairgrounds property. The awarded service contract is for, Cut Above Inc. The Service Contract has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Service Contract allows the Fairgrounds to irrigate and to utilize the newly installed 25 hp pump at the South Gate for irrigation season at the Fairgrounds.

Currently, the Benton County Fairgrounds has been unable to irrigate this season due to needed repairs at the South Gate main line.

The Deputy County Administrator and the Maintenance Supervisor recommends approval of the service contract with Cut Above Inc.

RECOMMENDATION

Move to approve the award resolution for said services to Cut Above, Inc. and authorize the Chairman of the Board to execute the attached service contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH CUT ABOVE, INC FOR THE CONSTRUCTION AND INSTALLATION OF A NEW MAIN IRRIGATION LINE LOCATED AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, Benton County Fairgrounds solicited quotes in accordance with Resolution 08-133 to award public works contracts in amounts less than \$35,000 from all three contractors on the Benton County Small Works Roster; and

WHEREAS, Benton County Fairgrounds received the following quote from Irrigation Specialist, Inc., Pasco, Washington – Contractor's License No. IRRIGSI981LP in the amount of \$22,719.18 including WSST; Cut Above, Inc, Kennewick, WA – Contractors License No. CUTABAI934LK in the amount of \$18,497.64 including WSST; and Desertgreen, Inc. of Richland, WA did not respond; and

WHEREAS, Fairgrounds Maintenance Supervisor reviewed the quotes and recommends awarding said services to Cut Above, Inc. as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendations and awards the construction and installation of a new main irrigation line located at the Benton County Fairgrounds to Cut Above, Inc. in the amount of \$18,497.64, including WSST. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed 18,997.00 including WSST.

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the contract between Benton County and Cut Above, Inc. attached hereto.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,

Attest: _____
Clerk of the board

**STANDARD SERVICE CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Cut Above Incorporated, licensed to do business in the State of Washington with its principal place of business in Washington at P.O. Box 6722, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this agreement and the following exhibits, which is incorporated herein by these references below:

- A. Exhibit A - Contractors Bid Proposal
- B. Exhibit B - Benton County Prevailing Wage Rates

2. DURATION OF CONTRACT

This CONTRACT shall begin once executed by both parties, and 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 the service and equipment necessary to remove, haul off and disposal of all unnecessary material; prepare site for new 8" inlet steel main line pipe. Utilizing existing 12" main steel sleeve under Fairway drive & installing new gate valves, flanged tee's and any needed reducers. CONTRACTOR shall follow all city codes pertaining to depth of valves, and shall be responsible for ensuring that all thrust blocks installed are done so in accordance with city codes. CONTRACTOR shall be required to file for any needed permits for compliance with the scale of this project. All work performed by CONTRACTOR under this CONTRACT shall be in accordance with the CONTRACTORS proposal dated April 24, 2009.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Paul Riedinger, Owner
109106 E. 297 PR SE
Kennewick, WA 99338
(509) 627-6693 Phone
(509) 582-6590 Fax

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

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 eighteen thousand four hundred ninety-seven dollars, and sixty-four cents (\$18,497.64) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed eighteen thousand nine hundred ninety-seven dollars and zero cents, (18,997.00) 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

Orig.: File - Fairgrounds

cc: Auditor: R. Ozuna; Cut Above Incorporated

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 industry standards. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract:

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

activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

- 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 added as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within then (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change

of required insurance coverage shall be mailed to the COUNTY at the following address:

Benton County
PO Box 190
Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR 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.

12. TERMINATION

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

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

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. 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.

17. 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.

18. 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.

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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.

20. 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.

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All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive.

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

23. PUBLIC RECORDS ACT

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

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

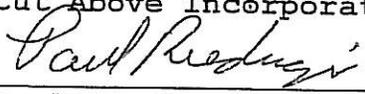
The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

BENTON COUNTY

Max E. Benitz, Chairman
Benton County Commissioner

Dated: _____

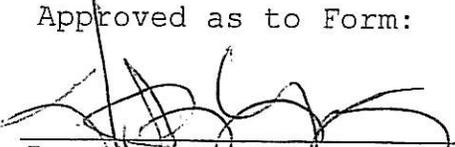
Cut Above Incorporated



Paul Riedinger, Owner

Dated: 5-5-09

Approved as to Form:



Jonathan J. Young
Deputy Prosecuting Attorney



109106 E 297 PRSE
 Kennewick, WA 99338

Estimate

Date	Estimate No.
4/24/2009	4097 I

Name/Address

Benton County Fairgrounds
 1500 S Oak St. Building # 20
 Kennewick, Wa. 99337

Project		
Description	Qty	Total
Irrigation installation (Fairgrounds) From the existing pump run an 8" line approximately 100' up hill to a 8" T, from the T this will go to an 8" gate valve that will supply south tree's and west part of property. Additional isolation gate valve will be reconnected to an existing pipe. This will include the cutting and removal of approx. 200' of asphalt Road signs and barriers needed, Irrigation lines and materials needed to complete the project.		17,080.00T 0.00T
Sales Tax		1,417.64
Total		\$18,497.64

SALES ESTIMATE

Page 1

IRRIGATION SPECIALISTS, INC.
 2410 NORTH 4TH STREET
 PASCO, WASHINGTON 99301
 509-547-1761 OR 800-959-1535

PREPARED FOR: BENTON COUNTY FAIRGROUNDS
 REPLACE PVC WITH STEEL, REPLACE VALVE
 ADD 8" TEE & MANIFOLD AT TREE LINE
 DATE: 22-Apr-2009 LOCATION: FAIRWAY DRIVE

QUANTITY	DESCRIPTION	PART NUM#	UNIT PRICE	TOTAL PRICE
1	P70 PRIMER - GAL.	P70G		
1	711 GRAY GLUE - GAL.	711G	\$50.00	\$50.00
2	M.T. GALLON CAN	MT648	\$65.33	\$65.33
2	LARGE SWAB	4020	\$9.93	\$19.86
3	4" FLANGE - IPS - 8,5/8	FUN04	\$10.47	\$20.94
1	6" FLANGE - IPS - 8,3/4	FUN06	\$12.70	\$38.10
7	8" FLANGE - IPS - 8,3/4	FUN08	\$15.30	\$15.30
1	4" FLANGE - PVC		\$20.70	\$144.90
1	8" FLANGE - PVC		\$62.07	\$62.07
1	4" FLANGE RING GASKET	RG4	\$82.76	\$82.76
1	6" FLANGE RING GASKET	RG6	\$1.56	\$1.56
6	8" FLANGE RING GASKET	RG8	\$2.40	\$2.40
8	5/8" X 3 1/2" BOLTS	BOLT583.5	\$3.00	\$18.00
8	3/4" X 2 1/2" BOLTS	BOLT342.5	\$0.65	\$5.20
48	3/4" X 4" BOLTS	BOLT344	\$0.87	\$6.96
8	5/8" NUTS	NUT58	\$1.02	\$48.96
56	3/4" NUTS	NUT34	\$0.20	\$1.60
2	6" X 8" CONE - STEEL - SCH40	NR86	\$0.33	\$18.48
10	FT. 4" X 1/4 WALL STEEL PIPE	BS4-14	\$55.40	\$110.80
160	FT. 8" X 1/4 WALL STEEL PIPE	BS8-14,	\$11.43	\$114.30
2	4" 90° SWEEP ELL - SCH40	WL4	\$22.71	\$3,633.60
1	8" 90° SWEEP ELL - SCH40	WL8	\$36.36	\$72.72
1	8" FLANGED TEE		\$83.58	\$83.58
1	8" FLANGED VALVE AWWA SQUARE NUT		\$393.33	\$393.33
2	8" ROMAC COUPLER - IPS		\$610.50	\$610.50
1	3" PRESSURE RELIEF VALVE	SRVM3	\$210.00	\$420.00
1	3" COUPLER - BLACK	B430-030	\$100.76	\$100.76
1	2" CONTINUOUS AIR VENT, PLASTIC	ACV200P	\$13.80	\$13.80
1	2" COUPLER - BLK.	B430-020	\$93.72	\$93.72
1	1/4" COUP - BLK.	B430-002	\$4.40	\$4.40
1	1/4" X CLOSE NIPPLE - GAL.	G880-002	\$0.35	\$0.35
1	1/4" BALL VALVE	BV.25	\$0.43	\$0.43
1	LIQUID FILLED GAUGE	GG160	\$5.24	\$5.24
1	3/4" COUPLING - BLK.	B430-007	\$16.95	\$16.95
1	3/4" PLUG - GALVANIZED	G450-007	\$0.61	\$0.61
1	4" G.O. BUTTERFLY VALVE - GRAY	F084-040-10	\$0.36	\$0.36
8	5/8" X 4" BOLTS	BOLT584	\$178.29	\$178.29
8	5/8" NUTS	NUT58	\$1.00	\$8.00
1	WELDING - ESTIMATE		\$0.20	\$1.60
4	THRUST BLOCKS		\$6,000.00	\$6,000.00
1	EXCAVATION, BACKFILL, REMOVAL OF CONSTRUCTION WASTE,		\$95.00	\$380.00

SALES ESTIMATE

QUANTITY	DESCRIPTION	PART NUM#	UNIT PRICE	TOTAL PRICE
	COMPACTION, & SIGNAGE			
1	SAWING SERVICE - ASPHALT		\$4,000.00	\$4,000.00
			\$507.25	\$507.25
1	PREPARE & INSTALL 200 SG.FT. NEW ASPHALT		\$1,625.00	\$1,625.00
1	UNEXPECTED ENCOUNTER CONTINGENCY		\$2,000.00	\$2,000.00
	SUBTOTAL			\$20,978.01
	SALES TAX			\$1,741.17
	TOTAL			\$22,719.18

Date: May 5, 2009

Subject: Commissioners Approval for Selection of Lead Agency for CTED Grants (ESG/ESAP, THOR and HPRP)

Staff/Department: Carrie Huie-Pascua, Human Services

Background: Grant applications for three (3) Community Trade and Economic Development (CTED) program funds are being submitted with a deadline of May 18, 2009. CTED requires that if the Lead Agency for the application is not a local government entity, an authorized official from county government must approve the application in which the programs, activities and sites are within the jurisdiction of the county and is consistent with the strategies in the local ten-year homeless housing plan (RCW 43.185C.050).

Through a community wide planning process held on Monday, May 4, 2009 at the Benton and Franklin Counties, Dept. of Human Services (DHS) office, a selection of a Lead Agency was made by the community stakeholders in attendance.

Recommendation: DHS recommends after review of the grant applications to ensure that the activities and programs are consistent with the strategies in the Benton and Franklin Counties ten-year plan, that B-F Community Action Committee be approved as the Lead Agency with the listed Subcontractors for the following CTED grant applications:

1. Emergency Shelter/Emergency Shelter Assistance Program (ESG/ESAP)— Subcontractor: Domestic Violence Services of Benton and Franklin Counties
2. Transitional Housing, Operating and Rent (THOR) program—Benton Co. \$47,520; Franklin Co. \$30,076. Subcontractor: Elijah Family Homes
3. Homelessness Prevention and Rapid Re-Housing Program (HPRP)—Benton Co. \$464,696; Franklin Co. \$269,510.
 - a. Subcontractors: Domestic Violence Services of Benton and Franklin Counties, Salvation Army, Consumer Credit Counseling of the Tri-Cities.
 - b. Funding Allocation Percentages for HPRP: 70% Prevention; 30% Rapid Re-Housing

Requested Action: Commissioners' approval signature on *County Government Certification* forms: Form H, Form C, and Form I

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING BENTON FRANKLIN COMMUNITY ACTION COMMITTEE TO BE THE LEAD AGENCY FOR SUBCONTRACTORS TO PROVIDE SERVICES WITHIN CTED GRANT APPLICATIONS.

WHEREAS, Grant applications for three Community Trade and Economic Development (CTED) program funds are being submitted. CTED requires that if the lead agency for the application is not a local government entity, an authorized official from county government must approve the application in which the programs, activities and site are within the jurisdiction of the county and is consistent with the strategies in the local ten-year homeless housing plan;

WHEREAS, A community wide planning meeting was held on May 4, 2009 in which a selection of a lead agency, subcontractors identified and funding allocations defined was made by the community stakeholders;

WHEREAS, the Department of Human Services would like to recommend Benton Franklin Community Action Committee to be the lead agency for coordinating the Emergency Shelter/Emergency Shelter Assistance Program Grant; **NOW THEREFORE**,

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

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

Dated this day of, 2009.

Chair

Chair Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services, Benton County, CAC

Carey

FORM C
County Certification

Obtain approval for the submission of this application from the authorized official in the county(ies) in which the program will be located. If services under this application will be located in two or more counties, a certification must be signed by each county.

If you are unable to obtain the necessary signature(s) by the application due date, an email confirmation from the authorizing official (please attach) will suffice until the signature(s) is available. Grants will not be executed until certification is complete.

If the Lead Agency is a local government entity, this form does not need to be submitted.

Lead Agency	B/F Community Action Committee
Program	Emergency Shelter and Homeless Prevention Program

Based on a review of the application to be submitted by the Emergency Shelter and Homeless Prevention Program Lead Agency named above, I certify that the programs, activities and sites are within the jurisdiction of the county and the Emergency Shelter and Homeless Prevention Program is consistent with the strategies in the local ten-year homeless housing plan (RCW 43.185C.050).

I hereby approve this application for submission to the state of Washington and request for funding by CTED.

Authorized Official From County Government

Benton	
County	
Max Benitz, Jr.	Chair, Benton County Commissioners
Name (typed or printed)	Title
Authorized Signature	Date

COPY j

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING BENTON FRANKLIN COMMUNITY ACTION COMMITTEE TO BE THE LEAD AGENCY FOR SUBCONTRACTORS TO PROVIDE SERVICES WITHIN CTED GRANT APPLICATIONS.

WHEREAS, Grant applications for three Community Trade and Economic Development (CTED) program funds are being submitted. CTED requires that if the lead agency for the application is not a local government entity, an authorized official from county government must approve the application in which the programs, activities and site are within the jurisdiction of the county and is consistent with the strategies in the local ten-year homeless housing plan;

WHEREAS, A community wide planning meeting was held on May 4, 2009 in which a selection of a lead agency, subcontractors identified and funding allocations defined was made by the community stakeholders;

WHEREAS, the Department of Human Services would like to recommend Benton Franklin Community Action Committee to be the lead agency for coordinating the Transitional Housing, Operating and Rent (THOR) Program Grant; **NOW THEREFORE**,

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

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

Dated this day of, 2009.

Chair

Chair Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services, Benton County, CAC

Carey

FORM H
County Government Certification

Lead Agency	B/F Community Action Committee
Program	Transitional Housing, Operating and Rent (THOR) Program
County	Benton

I certify that this program as described is consistent with the local Ten-Year Plan and hereby approve this application for submission to the State of Washington for Transitional Housing, Operating and Rent (THOR) Program funding.

Authorized Official from County Government	
Max Benitz, Jr.	Chair, Benton County Commissioners
Name (typed or printed)	Title
Authorized Signature	Date

COPY K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING BENTON FRANKLIN COMMUNITY ACTION COMMITTEE TO BE THE LEAD AGENCY FOR SUBCONTRACTORS TO PROVIDE SERVICES WITHIN CTED GRANT APPLICATIONS.

WHEREAS, Grant applications for three Community Trade and Economic Development (CTED) program funds are being submitted. CTED requires that if the lead agency for the application is not a local government entity, an authorized official from county government must approve the application in which the programs, activities and site are within the jurisdiction of the county and is consistent with the strategies in the local ten-year homeless housing plan;

WHEREAS, A community wide planning meeting was held on May 4, 2009 in which a selection of a lead agency, subcontractors identified and funding allocations defined was made by the community stakeholders;

WHEREAS, the Department of Human Services would like to recommend Benton Franklin Community Action Committee to be the lead agency for coordinating the Homeless Prevention and Rapid Re-Housing Program (HPRP) Grant; **NOW THEREFORE**,

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

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

Dated this day of , 2009.

Chair

Chair Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services, Benton County, CAC

Carey

FORM I**Lead Agency County Certification**

Obtain approval for the submission of this application from the authorized official in the county(ies) in which the program will be located. If services under this application will be located in two or more counties, a certification must be signed by each county.

If you are unable to obtain the necessary signature(s) by the application due date, an email confirmation from the authorizing official (please attach) will suffice until the signature(s) is available. Grants will not be executed until certification is complete.

If the Lead Agency is a local government entity, this form does not need to be submitted.

HPRP Lead Agency	B/F Community Action Committee
Program	Homeless Prevention and Rapid Re-Housing Program (HPRP) funded by the American Recovery and Reinvestment Act of 2009

Based on a review of the application to be submitted by the HPRP Lead Agency named above, I certify that the programs, activities and sites are within the jurisdiction of the county and the HPRP program is consistent with the strategies in the local ten-year homeless housing plan (RCW 43.185C.050).

I hereby approve this application for submission to the state of Washington and request for funding by CTED. In making this certification, we reserve the right to withdraw this certification and approval, in whole or in part, at any time.

Authorized Official From County Government

Benton

County

Max Benitz, Jr.

Chair, Benton County Commissioners

Name (typed or printed)

Title

Authorized Signature

Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: May 11, 2009 Subject: <u>Line Item</u> <u>Transfer</u> Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Please see attached Exhibit A.

SUMMARY

Same as above

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS FROM THE INSURANCE MANAGEMENT FUND NO. 0504-101 FOR CAPITAL OUTLAY - EQUIPMENT FOR SECURITY WITHIN THE JUSTICE CENTER IN THE AMOUNT OF \$10,000.

BE T RESOLVED by the Board of Benton County Commissioners, that \$10,000.00 shall be transferred as more clearly defined in Exhibit A 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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 127
 Fund Name: Insurance Management Fund Nbr: 0504101

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
514,720	4131	Security	\$10,000	594,720	6401	Capital Outlay	\$10,000
TOTAL			\$10,000	TOTAL			\$10,000

Explanation:

In keeping with Benton County's policy, the purchase shall be paid out of capital outlay due to the total project is over \$5,000.

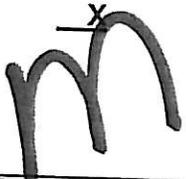
Prepared by: Melina Wenner Date: 04-May-2009

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 5/11/09 Subject: Speaker Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing <u>X</u> 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

See attached Benton County Guest Speaker Contract between Connie Poulsen and Benton County. Ms. Poulsen will be conducting Management and Supervisory Training for Benton County May 27-28, 2009.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel/Risk Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

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 GUEST SPEAKER AGREEMENT BETWEEN CONNIE POULSEN AND BENTON COUNTY FOR A MANAGEMENT AND SUPERVISORY TRAINING.

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached guest speaker agreement for Management and Supervisory Training for Benton County.

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

cc: Personnel, Auditor

RECEIVED

BENTON COUNTY GUEST SPEAKER CONTRACT

APR 15 2009

BENTON COUNTY
PERSONNEL DEPARTMENT

Benton County ("COUNTY"), by and through the Benton County Personnel Department and Connie Poulsen ("GUEST SPEAKER"), agree that the GUEST SPEAKER will furnish services for the COUNTY. It is understood and agreed that the GUEST SPEAKER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services, that GUEST SPEAKER understands and believes the services are being performed upon the following terms and conditions:

TITLE OF PRESENTATION: Management and Supervisory Training

FEE PER PRESENTATION: \$4000.00

MAXIMUM COMPENSATION: \$4000.00

DATE(S) OF PRESENTATION: May 27, 2009 – May 28, 2009

DURATION OF CONTRACT: From May 27, 2009 to May 28, 2009, but in any case not to exceed one year from date of execution.

INDEPENDENT CONTRACTOR: The parties agree that GUEST SPEAKER is an independent contractor, and not an employee nor agent of Benton County. GUEST SPEAKER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that GUEST SPEAKER is an employee or agent of Benton County.

LIABILITY COVERAGE: The GUEST SPEAKER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the GUEST SPEAKER pursuant to this contract.

TERMINATION OF CONTRACT: The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: 4-10, 2009

GUEST SPEAKER

[Signature]
Guest Speaker's Signature

Connie Poulsen
Print name

403 Lohaview
Mailing Address

Sequim WA 98382
City, State & Zip (Print)

(360) 477-2559
Day Phone Home Phone

APPROVED FOR BENTON COUNTY

[Signature]
Department Head

[Signature]
Chairman of the Board of Benton County Commissioners

[Signature]
(Approved as to form by the Benton County
Prosecuting Attorney's Office)

(Please provide copy of W-9)

All information must be completed for contract to be valid.

JOINT RESOLUTION

n

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2009 169

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

RE: INTERLOCAL AGREEMENT FOR PROVISION OF ENGINEERING SERVICES BETWEEN COUNTY OF FRANKLIN AND COUNTY OF BENTON, EFFECTIVE THROUGH JULY 31, 2009

WHEREAS, Benton County is in temporary need of a part-time county road engineer and has requested the use of Tim Fife, Franklin County Engineer, on a part-time basis; and

WHEREAS, RCW 36.80.010 authorizes the county legislative body to contract with another county for the engineering services of a county road engineer from another county; and

WHEREAS, the Franklin County Board of Commissioners deems it appropriate to enter into an agreement with Benton County to provide engineering services on a part-time basis; and

WHEREAS, the Board of Franklin and Benton County Commissioners constitutes the legislative authority of their respective county and desires to enter into this arrangement;

NOW, THEREFORE, BE IT RESOLVED the Benton and Franklin County Board of Commissioners hereby approves the attached Interlocal Agreement for Provision of Engineering Services between County of Franklin and County of Benton, effective through July 31, 2009, and authorizes the Chairman to sign the Agreement on behalf of their respective county.

Dated this day of 2009.

Dated this 4th day of May 2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton Co. Commissioners



Chair, Franklin Co. Commissioners

Chair Pro Tem



Chair Pro Tem

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



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

Attest:

Attest:

Clerk of the Board



Clerk of the Board

Originals: Benton County Commissioners
Franklin County Auditor

cc: Public Works

**INTERLOCAL AGREEMENT FOR PROVISION OF ENGINEERING SERVICES
BETWEEN
COUNTY OF FRANKLIN AND COUNTY OF BENTON**

THIS AGREEMENT is made on the _____ day of _____, 2009 by and between Benton and Franklin Counties, political subdivisions of the State of Washington, to wit (collectively referred to herein as "Counties"):

WHEREAS, RCW 39.34 authorizes local governmental units to enter into agreements with other public agencies to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, RCW 36.80.010 states that the county legislative authority of each county shall employ a county road engineer on either a full-time or part time basis, or may contract with another county for the engineering services of a county road engineer from such other county; and

WHEREAS, Franklin County has on staff a full-time county road engineer; and

WHEREAS, Benton County is temporarily in need of a part-time county road engineer to meet the requirements of RCW 36.80.010, and

WHEREAS, the Boards of County Commissioners for Benton and Franklin Counties have agree to enter into this agreement;

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows:

1. It is the purpose of this agreement and agreed upon between the Counties that Benton County shall be able to utilize Tim Fife, Franklin County Engineer for county road engineering on a part time basis as specified herein.
2. The duration of this agreement shall begin immediately upon the duly authorized signatures of both parties and shall expire on, or before, July 31, 2009.

3. Benton County shall reimburse Franklin County at the rate of \$97.22 per hour for professional engineering services provided by Tim Fife, plus \$0.55 per mile for mileage. Any additional expenses shall be invoiced at cost with no additional mark up.
4. Franklin County shall bill Benton County by the 10th (tenth) of the month following the month in which costs were incurred. Benton County will reimburse Franklin County within 30 (thirty) days of billing for service.
5. Tim Fife shall spend no more than 10 hours per week on Benton County duties unless the Franklin Board of County Commissioners authorizes additional time.
6. Tim Fife's duties shall include:
 - a. Examine and certify documents required by CRAB and WSDOT.
 - b. Review survey data within county right-of-way, cross sections and design projects.
 - c. Review plans, specifications, and engineering estimates.
 - d. Contract administration.
 - e. Project inspection.
 - f. Any other county road engineer duties deemed necessary by Benton County and Tim Fife.
7. This agreement shall be in effect until terminated, in-writing, by authorized representatives of either party. Either party may terminate this agreement at anytime for convenience as set forth herein this section.
8. Venue for any action hereunder shall be in Franklin County, Washington. If any term or provision of this agreement is in whole or part, held invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.
9. Benton County shall defend, indemnify and hold harmless Franklin County, its officials, agents and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including attorney fees, made by any person or entity as a result of Tim Fife exercising his responsibilities for Benton County, and any omissions related thereto, under the terms of this agreement.
10. This agreement does not contemplate the creation of a separate legal or administrative entity per RCW 39.34.030(3)(b).
11. All property provided by either party in the performance of this agreement shall remain that of the providing party and shall only be disposed of by said party.
12. The County Administrators of each party herein shall serve as administrators and contract representatives for this agreement and all notices shall be delivered in writing to them at the following addresses:

For Benton County: Attn: County Administrator, 620 Market Street, Prosser, WA 99350

For Franklin County: Attn: County Administrator, 1016 North 4th Avenue, Pasco, WA 99301

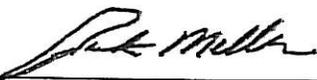
In said capacity as administrators and contract representatives the County Administrators shall settle any and all disputes related to this agreement.

13. This agreement constitutes the entire agreement of the parties and may only be amended in writing by mutual agreement of the authorized representatives of the parties herein.
14. This agreement shall be effective upon the duly authorized signatures of the parties' authorized representatives.

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

FRANKLIN COUNTY,
WASHINGTON

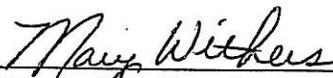
BENTON COUNTY,
WASHINGTON

By: 
Chairman, Board of County
Commissioners

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:


Clerk of the Board

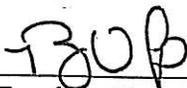
Clerk of the Board

Dated: May 4, 2009

Dated: _____

Approved as to form:

Approved as to form:


Franklin County Prosecuting
Attorney, Deputy

Benton County Prosecuting
Attorney



Exhibit "B"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY

WHEREAS, Benton County and the City of Prosser desire to enter into an Interlocal Cooperative Purchasing Agreement, and

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

WHEREAS, the Acting County Engineer has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Cooperative Purchasing Agreement by and between the City of Prosser and Benton County is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 2009.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

SWB

Attest: _____
Clerk of the Board

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2009, by and between the City of Prosser whose address is 601 7th Street; Prosser, Washington, 99350 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

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, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property, and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties also wish to utilize each other's contracts where it is in their mutual interest;

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase of acquisition of goods and services under contracts where a price is extended by either party's bidder or to other governmental agencies.
2. **Administration:** No new or separate legal or administrative entity is created to administer the provision of this agreement. A joint board consisting of City's City Administrator or his designee, and County's County Administrator, or his designee, shall administer this agreement. All actions shall require the unanimous approval of the joint board.

3. **Scope:** This agreement shall follow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract;
 - C. Disposal of goods by each party acting as agent for either or both parties when agreed to in advance, in writing.
4. **Duration of Agreement - Termination:** This agreement shall remain in force until cancelled by either part in writing. This written notice must be served on the other party within sixty days (60) of the date of termination.
5. **Right to Contract Independent Action Preserved:** Each party reserves the right to contract independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. **Compliance with Legal Requirements:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property. Both parties agree to comply with the provisions of RCW 39.34.030(5)(b) for activities covered by section 3(B) above.
7. **Financing/Property Acquisition/Financing:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party. It is anticipated that no joint property will be acquired under this agreement. In the event that joint property is acquired, then it shall be distributed to the parties in proportion to that party's contribution to purchase such property. There shall be no joint financing under this agreement.
8. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **Interlocal Cooperation Disclosure:** Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bids to other agencies at the same bid price, terms and conditions.

10. **Non-Delegation/Non-Assignment:** 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, which consent shall not be unreasonably withheld.
11. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
12. **Hold Harmless:** each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.
13. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
14. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
15. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
16. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

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

To Benton County:

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

To City of Prosser:

City of Prosser
601 7th Street
Prosser, WA 99350

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

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

CITY OF PROSSER,
WASHINGTON

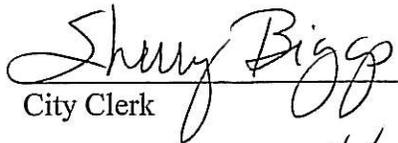
BENTON COUNTY,
WASHINGTON

By: 
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:


City Clerk
Date: 4/30/09

Clerk of the Board
Date: _____

Approved as to form:

Approved as to form:


Attorney, City of Prosser

Benton County Prosecuting Attorney

Date: 5/5/09

Date: _____

Exhibit "A"

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 09- 1274

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PROSSER APPROVING AN INTERLOCAL
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF PROSSER AND BENTON COUNTY

BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Interlocal Cooperative Purchasing Agreement, City of Prosser – Benton County, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in multiple originals.
2. Once fully executed the City Clerk shall record a certified copy of the Interlocal Agreement with the Benton County Clerk.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 28th day of April, 2009.

Paul Warden

MAYOR PAUL WARDEN

ATTEST:

Sherry Biggs
CITY CLERK



APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

P

RESOLUTION

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

IN THE MATTER OF PROPERTY ACQUISITIONS, RE: HANKS ROAD, CE 1494 CRP

WHEREAS, Associated Appraisers, LLC of Walla Walla, Washington has completed the appraisals for Hanks Road, CE 1494 CRP, and

WHEREAS, Benton County having an Agreement for Aid with the Washington State Department of Transportation (WSDOT) desires to employ WSDOT for appraisal for the above referenced road project, and

WHEREAS, WSDOT has submitted a Task Assignment for approval by the County to allow them to undertake the request, and

WHEREAS, Public Works is recommending approval of the documents which have been Approved as to Form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the and Task Assignment be approved and the Chairman of the Board is authorized to sign the document on behalf of Benton County.

Dated this 11th day of May 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

TASK ASSIGNMENT

(Pursuant to Paragraph II-A of Governmental Agreement for Aid, GCA – 3230.

PROJECT TITLE: Benton County, Hanks Road, CE 1494 CRP

PROJECT DESCRIPTION: This 18-20 parcel project will require the acquisition of lands necessary to widen and reconstruct curves to meet present standards for sight distance. The project will acquire strip takes of existing farmland in either orchards or grapes

TASK DESCRIPTION: Benton County is contracting with the Washington State Department of Transportation, South Central Region, Real Estate Services Office, to perform the appraisal reviews on the 18-20 subject parcels. The authority to start work was initiated by Benton County's request for services e-mail, dated April 29, 2009.

It is estimated that the total manpower expenditures to provide the above referenced services will not exceed \$30,000.00. Any costs by Real Estate Services in excess of the above referenced estimate, plus 25 percent, will require additional written authorization by Benton County.

The following will be provided by **BENTON COUNTY**:

- Copies of all appraisals with title reports.
- An approved and signed set of Right of Way Plans.
- Any additional maps or exhibits relevant to the subject properties.
- A list of the property owners names, addresses, and phone numbers if available.

The following will be the responsibility of the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**:

- Provide 2 copies of the Appraisal Review and Certificate of Value for concurrence by Benton County.

The undersigned agree to the conditions and responsibilities set forth herein and hereby agree to provided these services in the manner described in the before mentioned GCA 3230 Agreement.

Submitted this _____ day of _____, 2009.

BENTON COUNTY

Approved as to form:

TITLE

Deputy Prosecuting Attorney

Accepted and Approved this ___ day of _____, 2009.

Date _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

Larry L. Hook
Manager, Real Estate Services

RESOLUTION

g.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, by resolution dated April 27, 2009, award was made to A & B Asphalt, Inc., Benton City, Washington for Horse Heaven Vista Improvements - CE 1849 REIMB; and

WHEREAS, the contract in the amount of \$254,487.15 has been executed by A & B Asphalt, Inc., Benton City, Washington; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign said contract on behalf of Benton County.

Dated this 11th day of May, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

CONTRACT

THIS AGREEMENT, made and entered into this 11th day of May 2009, between the COUNTY OF BENTON, STATE OF WASHINGTON, acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and A & B ASPHALT, INC., P O Box 5280, Benton City, Washington 99320-5280, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for HORSE HEAVEN VISTA SITE IMPROVEMENTS - CE 1849 REIMB, in accordance with and as described in the attached plans and specifications, and the State of Washington 2008 Standard Specifications for Road, Bridge and Municipal Construction adopted by Benton County, which are by this reference incorporated herein and made part hereof, and shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County of Benton.

II. The County of Benton hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County of Benton further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$254,487.15, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

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

Executed by the Contractor

COUNTY OF BENTON

4/30, 2009

Chairman, Board of Commissioners

A & B ASPHALT, INC.

Attest: _____

J. F. Schmitt

Clerk of the Board

APPROVED AS TO FORM:

Kathleen S. Kalita
Deputy Prosecuting Attorney

r

RESOLUTION

IN THE MATTER OF RESCINDING RESOLUTION 97-252 ESTABLISHING VEHICLE USAGE BY THE PUBLIC WORKS DEPARTMENT FOR EMERGENCY CALLOUTS/STANDBY

WHEREAS, Resolution 97-252, establishing a vehicle standby allowance and a condition of employment for the Kennewick and Prosser Road Foremen to use a properly equipped county vehicle to commute from the county workplace to their private residences, must be rescinded, **NOW THEREFORE**,

BE IT HEREBY RESOLVED that Resolution 97-252 is hereby rescinded.

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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PUBLIC WORKS DEPARTMENT VEHICLE USAGE FOR EMERGENCY CALLOUTS/STANDBY

WHEREAS, Resolution 86-04, dated March 31, 1986 delineates the general county policy for personal use of county-owned vehicles for county employees; and

WHEREAS, it is in the best interests of the citizens of Benton County to require certain key employees to have a vehicle available for emergency callouts, under certain conditions; and

WHEREAS, the requirements and conditions for such usage have been developed and reported by the Benton County Engineer in a report titled "Vehicle Usage Investigation", dated June 16, 1986; and

WHEREAS, the supervisory structure of the Public Works Department has been reduced over the ensuing eleven years, indicating the need for the Prosser and Kennewick Road Foremen to have immediate access to a properly equipped county vehicle at all times; and

WHEREAS, utilizing a county vehicle to travel from the place of residence to the respective road maintenance shop causes a cost to accrue to the Road Foremen; NOW, THEREFORE,

BE IT RESOLVED that it is hereby made a condition of employment for the Kennewick and Prosser Road Foremen to use a properly equipped county vehicle to commute from the county workplace to their private residences, and that a "Vehicle Standby Allowance", to reimburse the affected individuals, be paid in the amount of \$1 per day for each day of usage that is reported by the person on the proper IRS reporting form.

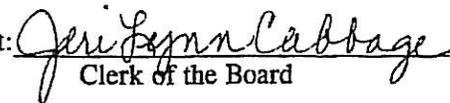
Dated this 5th day of May, 1997.


Chairman of the Board.

absent
Chairman Pro-Tem.


Member.

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

Attest: 
Clerk of the Board

CAM:LJM:dlh

S

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT FOR THE PURCHASE OF 350 FOUR (4) COMPARTMENT GATOR TRAYS FROM COOK'S DIRECT FOR THE BENTON COUNTY CORRECTIONS FACILITY, CURRENT EXPENSE FUND 0000101, DEPARTMENT 120

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

WHEREAS, the kitchen had 350 broken trays that needed to be replaced; and

WHEREAS, the Benton County Sheriff's Office obtained three quotes for 350 four (4) compartment Gator trays, however, one vendor didn't submit an application to be on Benton County's vendor list, thus making their quote ineligible for consideration; and

Cook's Direct, Lisle, IL (\$4,802.50 excluding WSST, but includes Shipping)
Bob Barker Company, Inc., Fuquay Varina, NC (\$4,831.37 including WSST and Shipping)

WHEREAS, the Jail Captain reviewed the quotes for completeness and purchased the 350 four (4) compartment Gator trays from Cook's Direct due to product availability and expedited shipping; and

WHEREAS, the Sheriff's Office is seeking authorization for payment to Cook's Direct for the purchase of 350 four (4) compartment Gator trays in the amount of \$4,802.50 plus WSST; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the payment to Cook's Direct in the amount of \$4,802.50 plus WSST for the purchase of 350 four (4) compartment Gator trays.

Dated this _____ day of _____, 2009:

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: K Mercer



CooksDirect.com

SALES QUOTE

27725 W. Diehl Road,
Warrenville, IL 60555
Phone: (800)956-5571
Fax: (800)956-6822
www.cooksdirect.com

Sell
To: Benton County/Kennewick
Lt Guerrero
7122 W Okanogan Pl
Kennewick, WA 99336
Phone: (509) 735-6555
Fax: (509) 783-5852

Ship
To: Benton County/Kennewick
Attn: Steve Frankowiak
7122 West Okanogan Place.
Bldg B.
Kennewick, WA 99336

Requested By: Lt. Guerrero

Customer ID	Ship Via	Quote No	Terms	Quote Date	Quote Expires	Salesperson
99336-1	best method	SR71671	Net 30	04/13/09	05/13/09	TSANER

Quantity	Item No.	Description	Unit	Unit Price	Total Price
35	630-100B	Gator tray, 4 compartment, brown, foam insulated, 10 per case	Case	124.50	4,357.50
1		S & H - Estimated		445.00	445.00

Price valid for above quantity or greater.

(Price offer in lieu of coupon offer for

reduced price on 2 cases maximum.)

Prepared By: Tim Saner, x122
tsaner@CooksDirect.com

Subtotal:	4,802.50
Invoice Discount:	0.00
Tax:	0.00
Total:	4,802.50

Quote Confirmation

Quote Number: UT1000092089
Quote Date: 4/13/2009
Quote Expiration Date: 6/12/2009
Customer Code: BENWA1
Customer PO# Gator Tray Quote
Created By: hmerrell
Quoted To: Lt Guerrero

Bob Barker

Bob Barker Company, Inc.
134 N Main Street, Fuquay Varina, NC 27526-0429
Phones: (800) 334-9880 Fax: (800) 322-7537
Federal ID: 56-1558062

Sold To:

Benton Cnty Sher Dept

7122 W Okanogan Pl
Bldg B

Kennewick, WA 99336 US

Ship To:

Benton Cnty Sher Dept

7122 W Okanogan Pl
Bldg B

Kennewick, WA 99336 US

Product Code	Quantity	U/M	Unit Price	Amount
G100B Gator, 4 compartment,insulated	35.00 tray 10ea/cs	C10	127.46	4,461.10

Order Charges:

Subtotal	4,461.10
Taxes	370.27
Total:	4,831.37

RECEIVED
9:05
MAR 17 2009
BENTON COUNTY
COMMISSIONERS

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

Hi Eileen:

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

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

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

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

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

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

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

Thanks,
Eileen Hewitt

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

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

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

9:15

AGENDA ITEM MTG. DATE: May 11, 2009 SUBJECT: Final Plat of Country Meadow Heights Subdivision- SUB 07-02 MEMO DATE: April 28, 2009 Prepared By: Michael Shuttleworth Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On February 11, 2008, the Benton County Board of County Commissioners approved the preliminary plat of Country Meadow Heights, to create 26 lots from a 28.08-acre parcel. The preliminary plat was approved subject to 14 conditions. Those conditions have been completed for the Final Plat of Country Meadow Heights and the final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Country Meadow Heights is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Country Meadow Heights – SUB 07-02 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners should make a motion to approve the Final Plat Country Meadow Heights, SUB 07-02 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF COUNTRY MEADOW HEIGHTS - SUB 07-02

WHEREAS, on February 11, 2008, the Board of County Commissioners approved the preliminary plat of Country Meadow Heights - SUB 07-02; and

WHEREAS, On Monday, May 11, 2009, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Country Meadow Heights - SUB 07-02; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Country Meadow Heights - SUB 07-02 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Country Meadow Heights - SUB 07-02, NOW THEREFORE,

BE IT RESOLVED that the Country Meadow Heights - SUB 07-02 is approved and the Chairman so indicate by signing the plat.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....

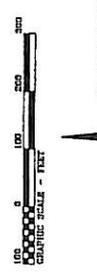
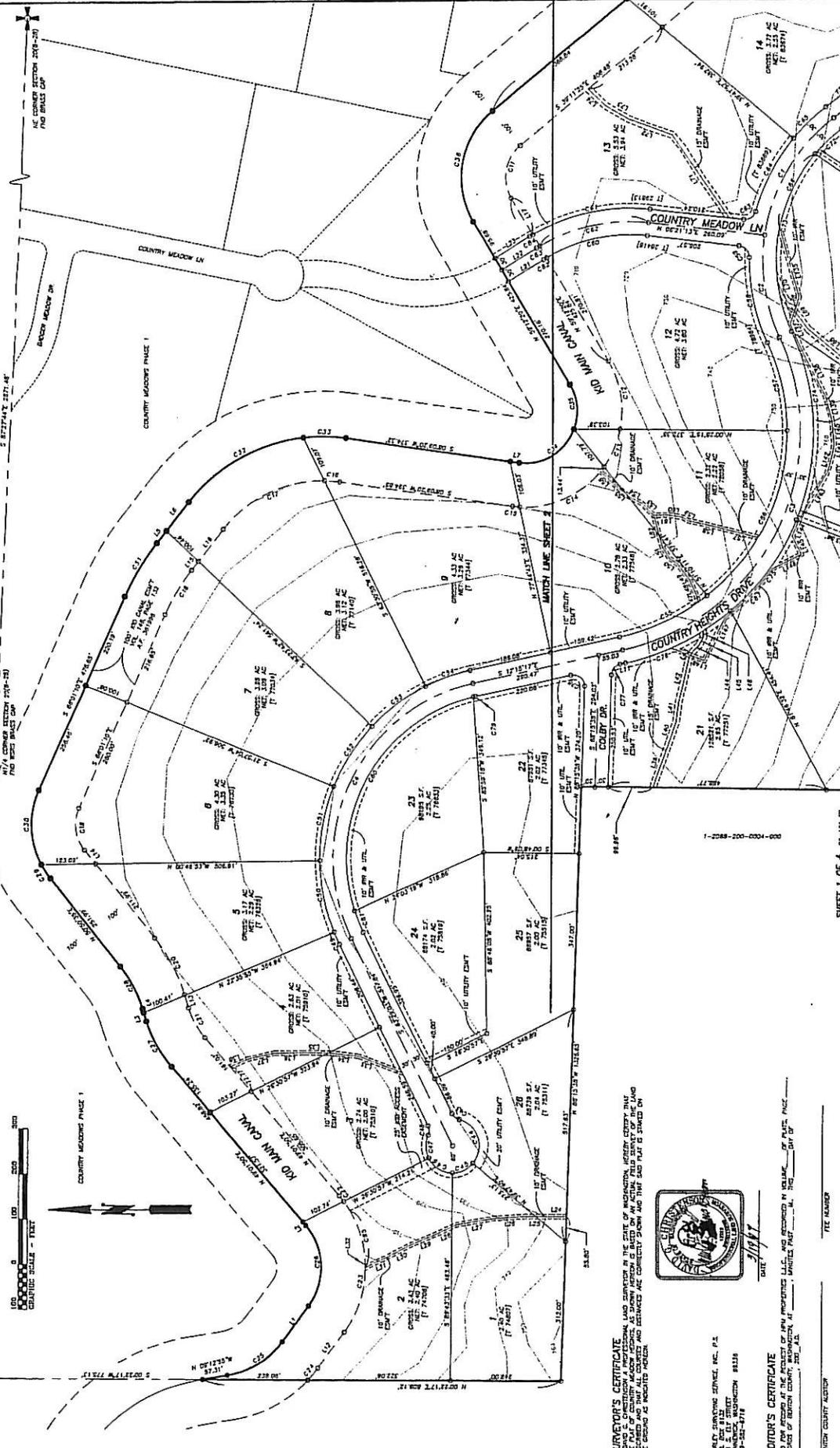
Clerk of the Board
Pln-2/Pub Wrks

Michael Shuttleworth/djh

FINAL PLAN
COUNTRY MEADOW HEIGHTS
PORTION SECTIONS 28 & 21, T. 8 N., R. 28 E., W. 4
BUTTERN COUNTY, MISSOURI

DESCRIPTION: PLANS OF 1-2888-200-0001-000 & 1-2124-200-0001-000
THE PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 28 EAST,
RANGE 28 EAST, COUNTY OF BUTTERN, MISSOURI, SHOWING THE
PROPOSED SUBDIVISION, LOTS, BLOCKS AND THE
AND
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, LONG
SECTION 21, TOWNSHIP 8 NORTH, RANGE 28 EAST, W. 4, MISSOURI, OF BUTTERN
COUNTY, MISSOURI.

LEGEND
○ 3/4" REBAR WITH PLASTIC CAP MARKED "MOOREY 11327"
● WELDED-STEEL, BOUNDARY MARKER, 1/4" OR 1/2" MET SET OR LARGER PIN



SURVEYOR'S CERTIFICATE
I, PAUL C. MOOREY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MISSOURI, BUTTERN COUNTY, MISSOURI,
DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS THE SAME
RECORDED AND THAT ALL CORNERS AND DISTANCES ARE CORRECTLY SHOWN AND THAT THIS PLAN IS DRAWN ON
THE BASIS OF RECENT SURVEY.

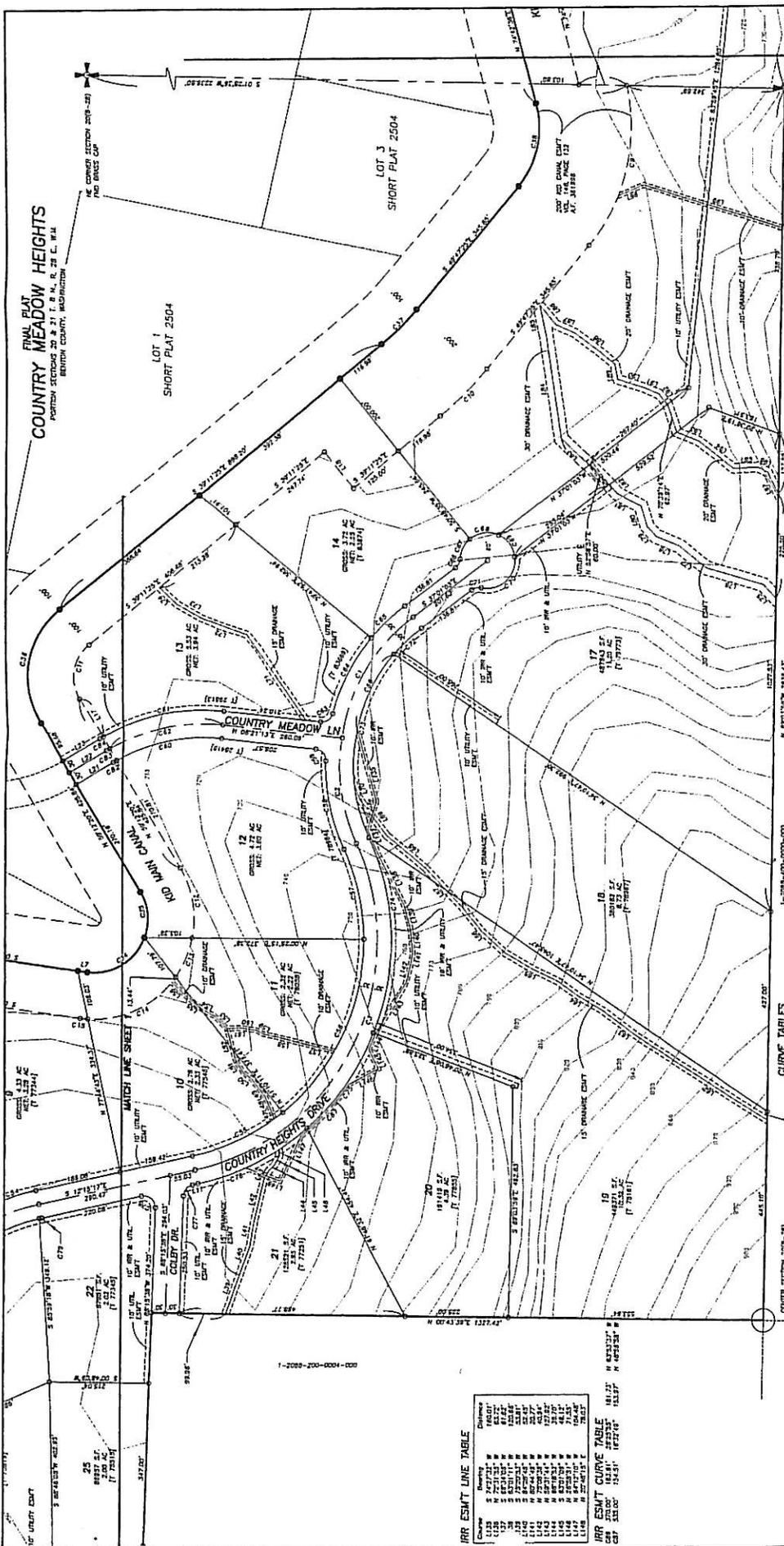


DATE: 11/17/17

PAUL C. MOOREY, SURVEYOR, INC., P.C.
211 E. 11th STREET
BUTTERN, MISSOURI 64130
502-882-4178

AUDITOR'S CERTIFICATE
I, JAMES W. MOOREY, COUNTY AUDITOR OF BUTTERN COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE
RECORD OF BUTTERN COUNTY, MISSOURI, AT THE COUNTY OFFICE, BUTTERN, MISSOURI, SHOWS THAT THE
SUBDIVISION IS CORRECTLY RECORDED.

**FINAL PLAT
COUNTRY MEADOW HEIGHTS**
PORTION SECTIONS 20 & 21 T. 8 N., R. 23 E., W. 4
BENTON COUNTY, MISSOURI



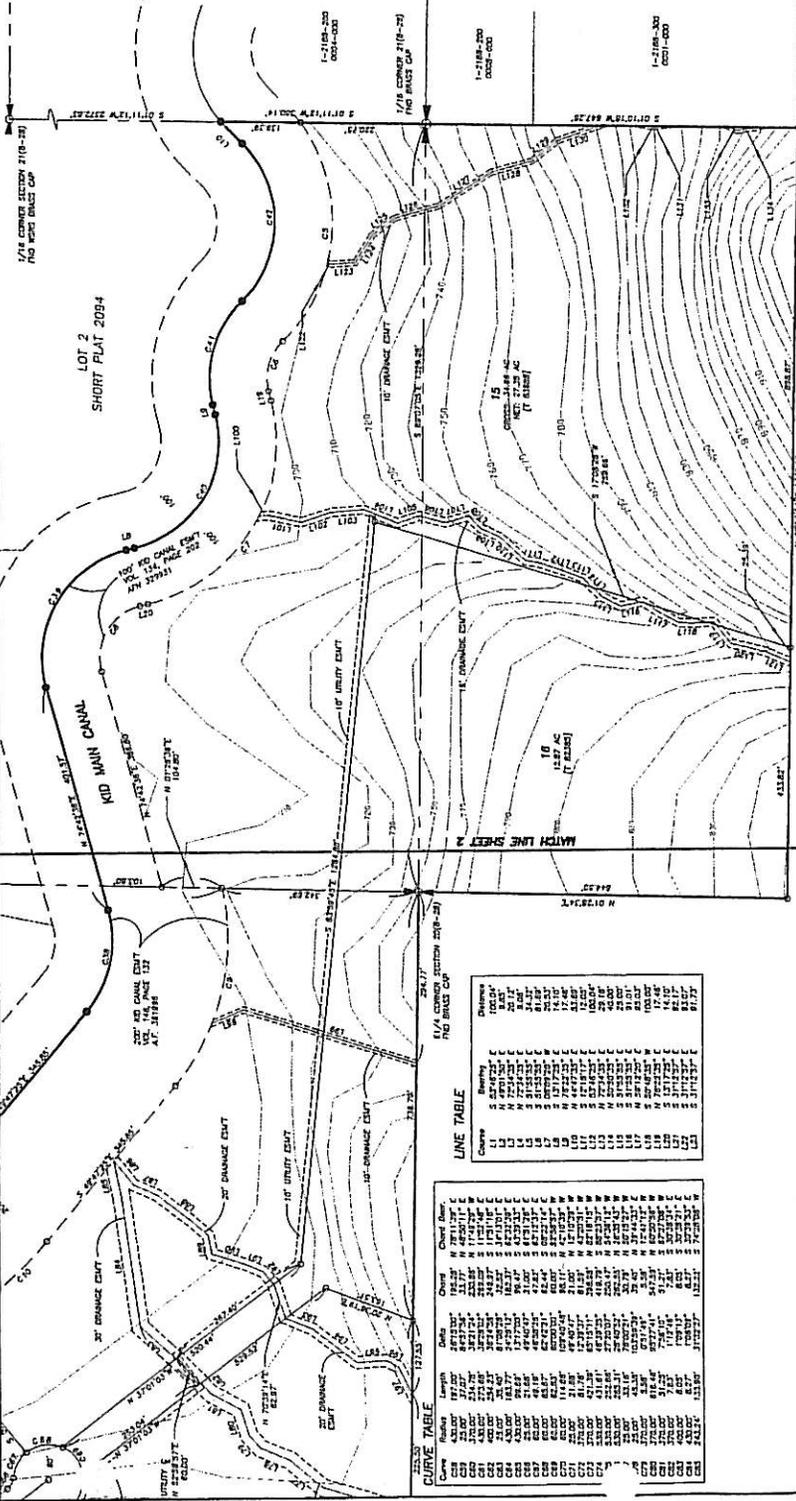
RR ESMT LINE TABLE

Curve	Stationing	Distance
C1	10+00	81.27
C2	10+81.27	81.27
C3	11+62.54	81.27
C4	12+43.81	81.27
C5	13+25.08	81.27
C6	14+06.35	81.27
C7	14+87.62	81.27
C8	15+68.89	81.27
C9	16+50.16	81.27
C10	17+31.43	81.27
C11	18+12.70	81.27
C12	18+93.97	81.27
C13	19+75.24	81.27
C14	20+56.51	81.27
C15	21+37.78	81.27
C16	22+19.05	81.27
C17	23+00.32	81.27
C18	23+81.59	81.27
C19	24+62.86	81.27
C20	25+44.13	81.27
C21	26+25.40	81.27
C22	27+06.67	81.27
C23	27+87.94	81.27
C24	28+69.21	81.27
C25	29+50.48	81.27
C26	30+31.75	81.27
C27	31+13.02	81.27
C28	31+94.29	81.27
C29	32+75.56	81.27
C30	33+56.83	81.27
C31	34+38.10	81.27
C32	35+19.37	81.27
C33	36+00.64	81.27
C34	36+81.91	81.27
C35	37+63.18	81.27
C36	38+44.45	81.27
C37	39+25.72	81.27
C38	40+06.99	81.27
C39	40+88.26	81.27
C40	41+69.53	81.27
C41	42+50.80	81.27
C42	43+32.07	81.27
C43	44+13.34	81.27
C44	44+94.61	81.27
C45	45+75.88	81.27
C46	46+57.15	81.27
C47	47+38.42	81.27
C48	48+19.69	81.27
C49	49+00.96	81.27
C50	49+82.23	81.27
C51	50+63.50	81.27
C52	51+44.77	81.27
C53	52+26.04	81.27
C54	53+07.31	81.27
C55	53+88.58	81.27
C56	54+69.85	81.27
C57	55+51.12	81.27
C58	56+32.39	81.27
C59	57+13.66	81.27
C60	57+94.93	81.27
C61	58+76.20	81.27
C62	59+57.47	81.27
C63	60+38.74	81.27
C64	61+20.01	81.27
C65	62+01.28	81.27
C66	62+82.55	81.27
C67	63+63.82	81.27
C68	64+45.09	81.27
C69	65+26.36	81.27
C70	66+07.63	81.27
C71	66+88.90	81.27
C72	67+70.17	81.27
C73	68+51.44	81.27
C74	69+32.71	81.27
C75	70+13.98	81.27
C76	70+95.25	81.27
C77	71+76.52	81.27
C78	72+57.79	81.27
C79	73+39.06	81.27
C80	74+20.33	81.27
C81	75+01.60	81.27
C82	75+82.87	81.27
C83	76+64.14	81.27
C84	77+45.41	81.27
C85	78+26.68	81.27
C86	79+07.95	81.27
C87	79+89.22	81.27
C88	80+70.49	81.27
C89	81+51.76	81.27
C90	82+33.03	81.27
C91	83+14.30	81.27
C92	83+95.57	81.27
C93	84+76.84	81.27
C94	85+58.11	81.27
C95	86+39.38	81.27
C96	87+20.65	81.27
C97	88+01.92	81.27
C98	88+83.19	81.27
C99	89+64.46	81.27
C100	90+45.73	81.27
C101	91+27.00	81.27
C102	92+08.27	81.27
C103	92+89.54	81.27
C104	93+70.81	81.27
C105	94+52.08	81.27
C106	95+33.35	81.27
C107	96+14.62	81.27
C108	96+95.89	81.27
C109	97+77.16	81.27
C110	98+58.43	81.27
C111	99+39.70	81.27
C112	100+20.97	81.27
C113	101+02.24	81.27
C114	101+83.51	81.27
C115	102+64.78	81.27
C116	103+46.05	81.27
C117	104+27.32	81.27
C118	105+08.59	81.27
C119	105+89.86	81.27
C120	106+71.13	81.27
C121	107+52.40	81.27
C122	108+33.67	81.27
C123	109+14.94	81.27
C124	109+96.21	81.27
C125	110+77.48	81.27
C126	111+58.75	81.27
C127	112+40.02	81.27
C128	113+21.29	81.27
C129	114+02.56	81.27
C130	114+83.83	81.27
C131	115+65.10	81.27
C132	116+46.37	81.27
C133	117+27.64	81.27
C134	118+08.91	81.27
C135	118+90.18	81.27
C136	119+71.45	81.27
C137	120+52.72	81.27
C138	121+33.99	81.27
C139	122+15.26	81.27
C140	122+96.53	81.27
C141	123+77.80	81.27
C142	124+59.07	81.27
C143	125+40.34	81.27
C144	126+21.61	81.27
C145	127+02.88	81.27
C146	127+84.15	81.27
C147	128+65.42	81.27
C148	129+46.69	81.27
C149	130+27.96	81.27
C150	131+09.23	81.27

RR ESMT CURVE TABLE

Curve	Stationing	Length	Area	Chord	Chord Area
C1	10+00	81.27	1000.00	81.27	1000.00
C2	10+81.27	81.27	1000.00	81.27	1000.00
C3	11+62.54	81.27	1000.00	81.27	1000.00
C4	12+43.81	81.27	1000.00	81.27	1000.00
C5	13+25.08	81.27	1000.00	81.27	1000.00
C6	14+06.35	81.27	1000.00	81.27	1000.00
C7	14+87.62	81.27	1000.00	81.27	1000.00
C8	15+68.89	81.27	1000.00	81.27	1000.00
C9	16+50.16	81.27	1000.00	81.27	1000.00
C10	17+31.43	81.27	1000.00	81.27	1000.00
C11	18+12.70	81.27	1000.00	81.27	1000.00
C12	18+93.97	81.27	1000.00	81.27	1000.00
C13	19+75.24	81.27	1000.00	81.27	1000.00
C14	20+56.51	81.27	1000.00	81.27	1000.00
C15	21+37.78	81.27	1000.00	81.27	1000.00
C16	22+19.05	81.27	1000.00	81.27	1000.00
C17	23+00.32	81.27	1000.00	81.27	1000.00
C18	23+81.59	81.27	1000.00	81.27	1000.00
C19	24+62.86	81.27	1000.00	81.27	1000.00
C20	25+44.13	81.27	1000.00	81.27	1000.00
C21	26+25.40	81.27	1000.00	81.27	1000.00
C22	27+06.67	81.27	1000.00	81.27	1000.00
C23	27+87.94	81.27	1000.00	81.27	1000.00
C24	28+69.21	81.27	1000.00	81.27	1000.00
C25	29+50.48	81.27	1000.00	81.27	1000.00
C26	30+31.75	81.27	1000.00	81.27	1000.00
C27	31+13.02	81.27	1000.00	81.27	1000.00
C28	31+94.29	81.27	1000.00	81.27	1000.00
C29	32+75.56	81.27	1000.00	81.27	1000.00
C30	33+56.83	81.27	1000.00	81.27	1000.00
C31	34+38.10	81.27	1000.00	81.27	1000.00
C32	35+19.37	81.27	1000.00	81.27	1000.00
C33	36+00.64	81.27	1000.00	81.27	1000.00
C34	36+81.91	81.27	1000.00	81.27	1000.00
C35	37+63.18	81.27	1000.00	81.27	1000.00
C36	38+44.45	81.27	1000.00	81.27	1000.00
C37	39+25.72	81.27	1000.00	81.27	1000.00
C38	40+06.99	81.27	1000.00	81.27	1000.00
C39	40+88.26	81.27	1000.00	81.27	1000.00
C40	41+69.53	81.27	1000.00	81.27	1000.00
C41	42+50.80	81.27	1000.00	81.27	1000.00
C42	43+32.07	81.27	1000.00	81.27	1000.00
C43	44+13.34	81.27	1000.00	81.27	1000.00
C44	44+94.61	81.27	1000.00	81.27	1000.00
C45	45+75.88	81.27	1000.00	81.27	1000.00
C46	46+57.15	81.27	1000.00	81.27	1000.00
C47	47+38.42	81.27	1000.00	81.27	1000.00
C48	48+19.69	81.27	1000.00	81.27	1000.00
C49	49+00.96	81.27	1000.00	81.27	1000.00
C50	49+82.23	81.27	1000.00	81.27	1000.00
C51	50+63.50	81.27	1000.00	81.27	1000.00
C52	51+44.77	81.27	1000.00	81.27	1000.00
C53	52+26.04	81.27	1000.00	81.27	1000.00
C54	53+07.31	81.27	1000.00	81.27	1000.00
C55	53+88.58	81.27	1000.00	81.27	1000.00
C56	54+69.85	81.27	1000.00	81.27	1000.00
C57	55+51.12	81.27	1000.00	81.27	1000.00
C58	56+32.39	81.27	1000.00	81.27	1000.00
C59	57+13.66	81.27	1000.00	81.27	1000.00
C60	57+94.93	81.27	1000.00	81.27	1000.00
C61	58+76.20	81.27	1000.00	81.27	1000.00
C62	59+57.47	81.27	1000.00	81.27	1000.00
C63	60+38.74	81.27	1000.00	81.27	1000.00
C64	61+20.01	81.27	1000.00	81.27	1000.00
C65	62+01.28	81.27	1000.00	81.27	1000.00
C66	62+82.55	81.27	1000.00	81.27	1000.00
C67	63+63.82	81.27	1000.00	81.27	1000.00
C68	64+45.09	81.27	1000.00	81.27	1000.00
C69	65+26.36	81.27	1000.00	81.27	1000.00
C70	66+07.63	81.27	1000.00	81.27	1000.00
C71	66+88.90	81.27	1000.00	81.27	1000.00
C72	67+70.17	81.27	1000.00	81.27	1000.00
C73	68+51.44	81.27	1000.00	81.27	1000.00
C74	69+32.71	81.27	1000.00	81.27	1000.00
C75	70+13.98	81.27	1000.00	81.27	1000.00
C76	70+95.25	81.27	1000.00	81.27	1000.00
C77	71+76.52	81.27	1000.00	81.27	1000.00
C78	72+57.79	81.27	1000.00	81.27	1000.00
C79	73+39.06	81.27	1000.00	81.27	1000.00
C80	74+20.33	81.27	1000.00	81.27	1000.00
C81	75+01.60	81.27	1000.00	81.27	1000.00
C82	75+82.87	81.27	1000.00	81.27	1000.00
C83	76+64.14	81.27	1000.00	81.27	1000.00
C84	77+45.41	81.27	1000.00	81.27	1000.00
C85	78+26.68	81.27	1000.00	81.27	1000.00
C86	79+07.95	81.27	1000.00	81.27	1000.00
C87	79+89.22	81.27	1000.00	81.27	1000.00
C88	80+70.49	81.27	1000.00	81.27	1000.00
C89	81+51.76	81.27	1000.00	81.27	1000.00
C90	82+33.03	81.27	1000.00	81.27	1000.00
C91	83+14.30	81.27	1000.00	81.27	1000.00
C92	83+95.57	81.27	1000.00	81.27	1000.00
C93	84+76.84	81.27	1000.00	81.27	1000.00
C94	85+58.11	81.27	1000.00	81.27	1000.00
C95	86+39.38	81.27	1000.00	81.27	

3 SEVENTH ST. N.E.
 FINAL PLAT
COUNTRY MEADOW HEIGHTS
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 BENTON COUNTY, WASHINGTON



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<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	May 11, 2009 @ 9:20am	Execute Contract	_____	Consent Agenda
Subject:	Initial Authorization for Space	Pass Resolution	_____	Public Hearing
Prepared by:	Margaret Ault	Pass Ordinance	_____	1st Discussion
Reviewed by:	Andy Miller	Pass Motion	_____	2nd Discussion
		Other	_____ X	Other

9:20

BACKGROUND INFORMATION

In February 2009, the Probation Department vacated their office space on the 2nd Floor of the Benton County Justice Center and moved to the first floor of the Justice Center. This space is adjacent to the Prosecutor's Office.

SUMMARY

The Prosecutor's Office would like to explore the option of expanding into the vacated District Court Probation Department space.

The Prosecutor's Office has met with Roy Rogers a number of times to discuss the most frugal and effective options and has also met with the County Administrator. Based on these discussions we propose to expand the Prosecutor's Office District Court Division into the old Probation Department space adding 4 offices and support staff work space. This move would allow us to convert the old Prosecutor's Office District Court area into a 2nd conference room.

RECOMMENDATION

Our recommendation is to have the Board grant the Prosecutor's Office initial approval to determine the costs of expansion into the vacated office space.

FISCAL IMPACT

The estimated cost of expansion will be provided by Roy Rogers. All work would be done by county employees. We are working to use existing furniture. We will work with Roy Rogers on what would be needed that cannot be supplied from inventory.

MOTION

Board of Commissioners move to authorize the Building Department to proceed with plans for converting the District Court Probation Department into office space for the Prosecutor's Office.

9:30

AGENDA SUMMARY SHEET

MEETING DATE: May 11, 2009

AGENDA ITEM: Claim CC08-13

SUBJECT:

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

BACKGROUND INFORMATION:

Request an executive session to discuss claim CC08-13.

SUMMARY:

See above.

9:40 AM

**HEALTH BUILDING
DISCUSSION**

Commissioner Beaver