

June 22, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
June 15, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; District Court Administrator Jacki Lahtinen; Clerk Josie Delvin; Deputy Clerk Jackie Hill; Steve Becken and Larry Moser, Public Works; Planning Manager Mike Shuttleworth; Central Services Manager Randy Reid; Van Petty, Auditor's Office; Mary Christen, Treasurer's Office; Eric Hsu, Office of Public Defense; Donna Holmes, Public Works; Pat Powell, Auditor's Office; DPA Ryan Brown; Harriet Mercer and Auditor Barb Wagner; Superior Court Judge Carrie Runge; Sharon Paradis, Juvenile Court Administrator.

Approval of Minutes

The Minutes of June 8, 2009 were approved.

Consent Agenda

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

Public Works

- a. Plan Approval for Webber Canyon Road Project
- b. Line Item Transfer, Fund No. 0101-101, Dept. 500

Sheriff

- c. Intergovernmental Agreement w/WA State Parks & Recreation for Financial Assistance

Other Business

Trip to San Francisco

Chairman Benitz reported on the trip to San Francisco and their meeting with financial institutions Standard & Poors and Moody's. He said it was a good meeting and they were waiting to receive a report on the recommendation for a bond rating and would report that to the Board once it was received.

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

Public Hearings – Supplemental Appropriations

Ms. Ivey presented information for the following supplemental appropriations:

Current Expense, Office of Public Defense, \$355,000 (unanticipated professional services for two Superior Court cases)

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Current Expense Fund, Office of Public Defense in the amount of \$355,000. Commissioner Beaver seconded and upon vote, the motion carried.

VIT Impact Fund, \$500,000 (construction of the roadway approach on the Wiser Parkway Railroad Crossing)

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 VIT Impact Fund in the amount of \$500,000. Commissioner Bowman seconded and upon vote, the motion carried.

Public Works Road Fund, \$500,000 (corresponding supplement for Wiser Parkway Railroad Crossing)

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Public Works Road Fund in the amount of \$500,000. Commissioner Beaver seconded and upon vote, the motion carried.

Public Works Road Fund, \$1,200,000 (stimulus funds for construction of Webber Canyon & Kiona Roads project)

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Public Works Road Fund in the amount of \$1,200,000. Commissioner Bowman seconded and upon vote, the motion carried.

Homeless Housing & Assistance Fund, \$50,305 (contract with Spokane County)

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Homeless Housing and Assistance Fund in the amount of \$50,305. Commissioner Beaver seconded and upon vote, the motion carried.

Solid Waste Collection, \$50,000 (professional services for waste study analysis associated with Department of Ecology grant)

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Solid Waste Collection Fund in the amount of \$50,000. Commissioner Bowman seconded and upon vote, the motion carried.

Juvenile Center Fund, \$110,856 (salaries, benefits, supplies, and services associated with MacArthur Foundation Grant)

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Juvenile Center Fund in the amount of \$110,856. Commissioner Beaver seconded and upon vote, the motion carried.

Central Services Fund, \$34,460 (installation of BlackBerry infrastructure and monthly services charges)

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Central Services Fund in the amount of \$34,460. Commissioner Bowman seconded and upon vote, the motion carried.

Central Services Fund, \$14,460 (new Jury Management System in District Court)

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the Central Services Fund in the amount of \$14,460. Commissioner Bowman seconded and upon vote, the motion carried.

Central Services Fund, \$3,200 (corresponds with approval to hire two new attorneys for the office of Public Defense)

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Central Services Fund in the amount of \$3,200. Commissioner Beaver seconded and upon vote, the motion carried.

Central Services Fund, \$4,550 (corresponds with Juvenile Justice laptops and computer purchase)

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Central Services Fund in the amount of \$4,550. Commissioner Bowman seconded and upon vote, the motion carried.

Central Services Fund, \$2,600 (corresponds with request from PA for two computers)

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Central Services Fund in the amount of \$2,600. Commissioner Beaver seconded and upon vote, the motion carried.

Entrance Conference – Washington State Auditor

Ginny Waltman and Lisa Roundy reviewed the Benton County Washington State Auditor's Entrance Conference report dated June 15, 2009 for calendar year 2008. The report outlined the following areas: audit scope, accountability for public resources and legal compliance, financial statements, federal compliance, audit reports, reporting levels, and audit costs.

Van Petty, Auditor's Chief Financial Accountant, was named as the audit liaison for the State Auditor to communicate with throughout the audit.

Commissioner Bowman asked if the State Auditor could help the Counties save money with reductions in federal auditing to those entities that were not high risk (possibly every other year). Ms. Waltman said that Benton County was a large entity for this service area, however, she would discuss the matter with her supervisor.

Other Business

WSAC

Commissioner Bowman briefed the Board on the recent WSAC Conference, presented the Board with a shoreline enhancement award by CTED, and provided information on the following items:

- HB 1919 – drug court
- Public safety bills
- Significant public health bills
- Transportation
- Environment and land use bills
- Effective date of bills signed into law
- Report of different types of activities through legislature
- WSAC budget highlights

The Board briefly recessed, reconvening at 10:00 a.m.

Juvenile Drug Court Funding

Sharon Paradis, Judge Carrie Runge and Nanette Blackburn appeared before the Board to discuss supplemental funding for juvenile drug court. Ms. Paradis said the State would not be funding the second half of the year so there was not funding for 50% of the remainder of the year.

Mr. Paradis stated that independent research and several other studies on juvenile drug court programs found that these types of programs would reduce crime. She said combining treatment with high levels of accountability was the mix that worked. Additionally, she said that drug court graduates saw a reduction in crime and even those kids that did successfully graduate but were exposed to the program have reduced criminal activity.

Ms. Paradis stated they had 63 graduates from drug court, 143 kids involved since its inception, and at least 9 children have been born drug free. She said that estimates for the cost of dealing with drug babies 0-18 is approximately \$1 million.

She said that Circle of Hope had agreed to pick up some of the Incentive costs and that Substance Abuse may have some dollars by the end of the year to help.

Commissioner Bowman said he was totally convinced that drug courts were the best thing we have in adult and juvenile programs and one of the last things he wanted to see be reduced. He suggested at the very least he wanted to see the program funded through graduation of the

current participants and wanted to see if the Board could find the \$34,000. He said he would concur funding for the rest of the year, contingent upon Franklin County's approval.

Commissioner Beaver said he agreed with Commissioner Bowman and would concur funding, contingent upon Franklin County's approval.

Chairman Benitz said his philosophy has always been if the state program went away, then the program went away. He suggested maybe the County could use the cash carry forward if they felt the program was that important, but he had a hard time believing we couldn't convince the state legislature of its importance.

The Board agreed to go to public hearing pending Franklin County approval. Commissioner Beaver said he agreed it was important to finish the people currently enrolled in the program.

Capital Projects Discussion

Commissioner Beaver said the County was in the middle of a business cycle that was down but believed the capital issues and demand for facilities would still be there once the cycle was up. He recommended the Board move forward with the one-line drawings and get back on track, as was concluded at the series of workshops held by the Board. He said he was not sure where the money was going to come from but wanted to proceed with the goal.

Commissioner Bowman said he agreed with everything, except the timing. He said once the money was spent, the County would accrue even less interest, which would compound the current problem. He said the County was able to provide the services, no matter how the cramped the facilities were and he just believed it was the wrong time to complete the one-line drawings. Additionally, he said the County Seat being moved was still an issue to consider.

Chairman Benitz said it was important that the Board understand the facilities and services that were provided and look at consolidation of services in Tri-Cities. He said these funds will come out of capital acquisition and will not affect the current expense fund.

MOTION: Commissioner Beaver moved to approve the resolutions for architectural services for a new Administration office building, Prosser Courthouse remodel and office addition, and jail work release dormitory addition. Chairman Benitz seconded.

Upon vote, the motion carried with Commissioner Bowman opposing.

Executive Session

The Board went into executive session with DPA Ryan Brown at 10:26 a.m. for approximately 10 minutes to discuss pending litigation. Also present were David Sparks, Cami McKenzie, and Melina Wenner.

The Board came out at 10:31 a.m. Mr. Brown announced that no decisions were made.

Commissioner Bowman recommended the Board wait until 10:36 a.m. (the time for the executive session to end) to make a decision.

The Board briefly recessed, reconvening at 10:36 a.m.

Pending Litigation Decision

MOTION: Commissioner Bowman moved that the Board not appeal the recent decision in the Staples litigation. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:45 a.m.

Claim for Damages

CC 09-14: Claim received on June 8, 2009 from James B. Hambleton

Vouchers

Check Date: 06/05/2009
Taxes # 10109061-10109063
Warrant #: 926508-926548
Total all funds: \$1,863,446.00

Check Date: 06/05/2009
Warrant #: 223774-223946
Direct Deposit #: 44983-45548
Total all funds: \$1,993,919.94

Check Date: 06/12/2009
Warrant #: 926715-927048
Total all funds: \$1,552,605.74

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

Resolutions

09-374 Webber Canyon Road, Phase 2
09-375 Transfer of Funds, Road Fund, \$6,573.00
09-376 Grant Award to Provide Financial Assistance w/Local Marine Law Enforcement
09-377 Supplemental Appropriation, Current Expense, Office of Public Defense,
\$355,000
09-378 Supplemental Appropriation, VIT Impact Fund, \$500,000
09-379 Supplemental Appropriation, Road Fund, \$500,000
09-380 Supplemental Appropriation, Road Fund, \$1,200,000
09-381 Supplemental Appropriation, Homeless Housing, \$50,305
09-382 Supplemental Appropriation, Solid Waste Collection, \$50,000

- 09-383 Supplemental Appropriation, Juvenile Center, \$110,856
- 09-384 Supplemental Appropriation, Central Services, \$34,460
- 09-385 Supplemental Appropriation, Central Services, \$14,460
- 09-386 Supplemental Appropriation, Central Services, \$3,200
- 09-387 Supplemental Appropriation, Central Services, \$4,550
- 09-388 Supplemental Appropriation, Central Services, \$2,600
- 09-389 Approving Architectural Services for a New Administration Office Building
- 09-390 Approving Architectural Services for the Prosser Courthouse Remodel and New Office Addition
- 09-391 Approving Architectural Services for the Jail Work Release Dormitory Addition

There being no further business before the Board, the meeting adjourned at approximately 10:45 a.m.

Clerk of the Board

Chairman

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

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith-Kelly
Deputy County Administrator

June 22, 2009

Ms. Ginny Waltman, Assistant Audit Manager
Washington State Auditor's Office
100 N. Morain, Suite 216
Kennewick, WA 99336

Dear Ms. Waltman:

We are providing this letter in connection with your audit of the financial statements of Benton County for the period January 1, 2008 through December 31, 2008.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve a weakness in internal control, omission or misstatement of information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the weakness in internal control, omission or misstatement.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit.

1. We confirm that we are responsible for fair presentation of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America.
2. We acknowledge and understand our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements. Further, we have notified you that records or data containing information subject to confidentiality requirements have been made available to you.
3. We acknowledge and understand our responsibility for complying with applicable state and local laws, regulation, and provisions of contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

5. We have made available to you all:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.
6. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.
7. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
8. We believe there are no uncorrected misstatements that would be material individually and in the aggregate to the financial statements taken as a whole.
9. We acknowledge and understand our responsibility for the design and implementation of programs and controls to safeguard public resources and ensure compliance with applicable laws and regulations, including controls to prevent and detect fraud.
10. Except as disclosed to the auditors in accordance with RCW 43.09.185, we have no knowledge of any fraud or suspected fraud affecting the entity involving management, employees, or others.
11. Except as disclosed to the auditors in accordance with RCW 43.09.185, we have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.
12. The following have been properly recorded or disclosed in the financial statements:
 - a. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Guarantees, whether written or oral, under which Benton County is contingently liable.
13. There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, except as disclosed by the attached.
14. The County of Benton has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged.

15. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance. The attached letters describe any allegations to the contrary made by third parties of which we are aware.
16. We are not aware of any impending or threatened litigation, claims or assessments, or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with FAS-5, because FAS-5 need not be applied to immaterial items and we do not believe that there is a reasonable possibility that an adverse outcome with respect to such will have a material effect on the County's financial statements.
17. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
18. We have received no communication from the Internal Revenue Service (IRS) adversely affecting the tax exempt status of our outstanding debt or noncompliance with arbitrage rules.
19. No events have occurred subsequent to the fiscal year end that would require adjustment to, or disclosure in, the financial statements.
20. The financial statements include all joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
21. The financial statements properly classify all funds and activities.
22. All funds that meet the quantitative criteria in GASB Statements No. 34 and No. 37, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus, for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
23. Risk disclosures associated with deposit and investment securities are presented in accordance with GASB requirements and investments are properly valued.
24. Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.
25. Benton County meets the GASB-established requirements for using the modified approach for accounting for eligible infrastructure assets.
26. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
27. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
28. Interfund and internal activity and balances have been appropriately classified and reported.

Ms. Ginny Waltman, Assistant Audit Manager

June 22, 2009

Page 4 of 4

29. Net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) and fund balance reserves and designations are properly classified and, if applicable, approved.
30. Required supplementary information (RSI) is measured and presented within prescribed guidelines.
31. We acknowledge and understand our responsibility for establishing and maintaining effective internal control over financial reporting.
32. We have followed applicable laws in adopting, approving, and amending budgets.

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

Bobbie Gagner
Benton County Auditor

Duane A. Davidson
Benton County Treasurer

cc: Board of County Commissioners
Bobbie Gagner, Benton County Auditor
Duane A. Davidson, Benton County Treasurer

Attachments:

1. Letter dated June 22, 2009, to the Board of County Commissioners from Ryan Brown, Chief Civil Deputy: RE: Letter of Representation and Pending Litigation.
2. Letter dated June 22, 2009, to the Board of County Commissioners from Melina Wenner, Risk Manager RE: Letter of Representation and Claims Update.

**PROSECUTING ATTORNEY
BENTON COUNTY, WASHINGTON**

ANDY MILLER
PROSECUTING ATTORNEY

RYAN K. BROWN
CHIEF DEPUTY, CIVIL

SCOTT W. JOHNSON
CHIEF DEPUTY, CRIMINAL

TERRY J. BLOOR
CHIEF CRIMINAL DEPUTY

MARGARET AULT
ADMINISTRATOR

7122 West Okanogan Place, Bldg. A
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066
Prosser Fax

June 22, 2009

DEPUTIES

JULIE E. LONG
TIMOTHY A. SKEELS
ADRIENNE M. FARABEE
DAVID S. BROUSSARD
ANITA PETRA
JENNIFER L. JOHNSON
SARAH H. PERRY
KATHLEEN B. GALIOTO
RONALD D. BOY
MEGAN A. BREDEWEG
ARTHUR J. BIEKER
KRISTIN M. MCROBERTS
JENNY L. JOHNSON
JONATHAN J. YOUNG
ALLISON T. HEWITT
ERIN WALLACE
CHRISTINE M. BENNETT
BRENDAN M. SIEFKEN
JAYNE W. BOUCHFAA*
*Rule 9

Board of Benton County Commissioners
620 Market Street
Prosser, WA 99350

RE: Letter of Representation

Dear Commissioners:

We have reviewed as to form the enclosed draft Letter of Representation. This letter serves as one of the attachments referenced in paragraphs 13 and 15 thereof and should be attached to your executed Letter of Representation. The second attachment to your Letter of Representation should be a letter from the County's Risk Manager that identifies unresolved claims threatened or filed that have not yet resulted in lawsuits. You will need to obtain that directly from her.

If you have any questions or need further information with respect to your required evaluation under paragraph 16 of your Letter of Representation pertaining to FAS-5 necessitated disclosures of loss contingencies due to threatened or unasserted claims, please contact us. We can provide information as to the likelihood and/or potential amount of such losses, but your staff or that of the County Auditor will need to help guide you through the criteria for FAS-5 disclosures.

To our knowledge, the following lawsuits are pending against Benton County or its officials acting in their capacity as such that are not resolved as of this date:

1. Jayne Crow, et al. v. Benton County, et al.,
No. 08-2-00666-0, Benton Co. Superior Court. Complaint for damages allegedly incurred by four individuals in an auto accident.

2. Wells Fargo v. Benton Co., et al., No. 08-2-02952-0, Benton Co. Superior Court. Verified Complaint for Judicial Foreclosure of Commercial Deed of Trust. Benton County is the tax lien holder in the foreclosure of a commercial deed of trust.

3. Staples v. Benton County, et al., No. 09-2-00713-3, Benton Co. Superior Court. Complaint for Declaratory Judgment.

4. Kral v. Benton County, U.S. District Court. Complaint for damages allegedly incurred as a result of discrimination.

5. Schorer v. Benton Co., Benton Co. Superior Court. Land Use Petition and Complaint for Declaratory and Injunctive Relief.

6. Brodeur/Futurewise, et al. v. Benton County, EWGMHB Case No. 09-1-0010c. Appeal of amendments to comprehensive plan.

In addition, the following lawsuits have been resolved since January 1, 2009:

1. Prosser Apt. Assocs. v. Benton Co. Assessor (Board of Tax Appeals)
2. Rogers v. Benton County, et al. (U.S. Court of Appeals, 9th Circuit)
3. Moreno v. Benton County, et al. (Thurston Co. Sup. Crt.)

Very truly yours,

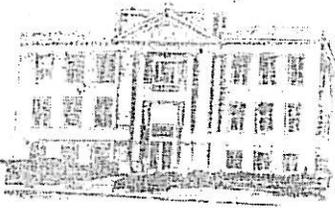
ANDY MILLER
Prosecuting Attorney

RYAN K. BROWN, Chief Deputy
Prosecuting Attorney (Civil)

RKB:ss

Encl.

cc: Duane Davidson
Bobbie Gagner
David Sparks
Van Pettey
Melina Wenner
Andy Miller



Personnel Resources Department

BENTON COUNTY

7122 West Okanogan Place, Bldg. A • Kennewick, WA 99336
PHONE: (509) 737-2777 OR (509) 786-5626 • FAX: (509) 737-2778

June 22, 2009

Board of Benton County Commissioners
620 Market Street
Prosser, WA 99350

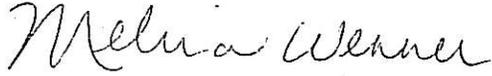
Dear Commissioners:

The following claims have been filed with Benton County or its officials acting in their capacity as of January 1, 2009, and have not yet been resolved. Benton County is insured for the alleged claims listed below through the Washington Counties Risk Pool and has a \$100,000 deductible.

1. Brian Jacobs, CC09-03, claim for \$90,000 in damages allegedly caused by the Benton County Sheriff's Office.
2. Sheryl Vantine, CC09-04, claim is for approximately \$16,500 for damage allegedly caused by a contractor contracted to do work for the Benton County Public Works Department.
3. Albert Thurman, CC09-06, claim is for \$50,000 for damages allegedly caused by the Benton County Sheriff's Office.
4. James Hambleton, CC09-08, claim for an undisclosed amount for damages allegedly caused by the Benton County Sheriff's Office.
5. Natalie Chacon, CC09-09, claim for \$26,017 for damages allegedly caused by the Benton County Sheriff's Office.
6. Jon King, CC09-12, claim for \$3,000-\$5,000 in damages allegedly caused by the Benton County Sheriff's Office.

7. Mike Shaffer, CC09-13, claim for \$4,000 in damages allegedly caused by the Benton County Public Works Department.

Very truly yours,



MELINA WENNER
Personnel/Risk Manager

cc: David Sparks
Ryan Brown
Andy Miller
Van Pettey

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 22 Jun 2009 Subject: letter to HSUS Memo Date: 17 Jun 2009 Prepared By: AJF Reviewed By: DS	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

I have drafted a letter of appreciation to the Humane Society of the United States. I included a full signature block for all three commissioners.

#

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith-Kelty
Deputy County Administrator

22 June 2009

Wayne Pacelle, President and Chief Executive Officer
Mike Markarian, Executive Vice President
Humane Society of the United States
700 Professional Drive
Gaithersburg, Maryland 20879

Re: HSUS assisted operation in Benton County, Washington

Dear Messrs Pacelle and Markarian,

It is with sincere gratitude that Benton County would like to thank the Humane Society of the United States (HSUS) for all of your efforts in assisting with the recent rescue operation near Kennewick, Washington.

Benton County impounded 371 dogs at a single residence for animal welfare considerations. The operation had to go down very quickly, and it was not even known for certain how many dogs would need to be rescued until we were in the middle of it. We are fortunate and thankful that the entire operation went smoothly, from initial seizure; to transportation to our makeshift shelter; to triage, feeding, and evaluation; to final disposition of the animals through adoption.

Coordination and cooperation between and among all involved parties was critical to the success of the operation. Various Benton County departments worked with volunteers both locally and nationwide to resolve the situation efficiently and effectively with the least amount of distress for the animals. Chief among the corps of volunteers was the team from the HSUS. Your people were knowledgeable, professional, and motivated. There are four people in particular that we would like to recognize:

Dan Paul	<i>Logistics</i>
Chris Broughton	<i>Field and Medical Operations</i>
Inga Gibson	<i>Liaison</i>
Melissa Forberg	<i>Shelter Operations</i>

The experience of these people, and their abilities to manage an unscripted situation in an unfamiliar environment was the difference between what ended-up being a very positive outcome, and what could have been something far worse. They are an asset to HSUS and they were an asset to Benton County during this incident.

Again, we thank you for stepping-up and helping our community and these animals in our collective time of need. We wish you good luck with all of your future efforts.

Sincerely,

BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr., Chair

Leo Bowman, Member

James R. Beaver, Member

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE PROCUREMENT AND INSTALLATION OF THE ROOF TOP HEAT PUMP FROM APOLLO SHEET METAL INC. LOCATED AT THE BENTON COUNTY JAIL FACILITY, JAIL DEPRECIATION FUND, FUND NO. 0142-101

WHEREAS, Benton County entered into a contract on April 6, 2009 with Apollo Sheet Metal Inc. for the procurement and installation of the roof top heat pump located at the Benton County Jail Facility, per Resolution 09-228; and

WHEREAS, the Facilities Manager determined the project reached completion as of May 22, 2009; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts as completed the procurement and installation of the roof top heat pump project.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6/22/09</u> Subject: Benton-Franklin Mounted Sheriff's Posse	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: <u>cmb</u> Reviewed by: <u>Isk</u>		

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Benton-Franklin Mounted Sheriff's Posse to hold the Annual State Meet at the Fairgrounds from June 25 – 27, 2009.

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

The Deputy County Administrator recommends approval of the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse.

RECOMMENDATION

Move the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE BENTON-FRANKLIN MOUNTED
SHERIFF'S POSSE**

WHEREAS, the Benton-Franklin Mounted Sheriff's Posse will provide the Benton County Fairgrounds \$800.00 plus camping and stall rental to hold the Annual State Meet at the Fairgrounds from June 25 - 27, 2009; and

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

WHEREAS, the Benton County Deputy Administrator recommends the Benton-Franklin Mounted Sheriff's Posse Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse.

Dated this _____ day of _____ 2009.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

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

LEASE AGREEMENT

TODAY'S DATE: **May 11, 2009**

LEASE AGREEMENT NUMBER: **024.09**

EVENT DATE(S): **June 25 – 27, 2009**

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Main Arena, 4-H Arena, Building 3, Horse Stalls**

LESSEE: **Benton-Franklin Mounted Sheriff's Posse, a Washington Non Profit Corp.**

MAILING ADDRESS: **PO Box 6406, Kennewick, WA 99336**

CONTACT: **Timothy Clouse, Captain**

HOME PHONE: **366-5572** WORK PHONE:

CELLULAR PHONE:

TIME OF THE EVENT: **8:00 am – 10:00 pm each day**

TYPE OF EVENT: **Annual Posse Meet**

ESTIMATED ATTENDANCE: **400**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Benton Franklin Mounted Sheriff's Posse (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

- a. ANNUAL POSSE MEET IN THE MAIN ARENA, 4-H ARENA, ON JUNE 25-27, 2009 FROM 8:00 AM UNTIL 10:00 PM EACH DAY AND BANQUET IN BUILDING 3 ON JUNE 27, 2009 WITH AN ESTIMATED ATTENDANCE OF 400 PEOPLE THROUGHOUT THE EVENT hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on June 22-24, 28 2009. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 800.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than June 10, 2009. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. A\$8.00 fee per day per tent/camper applies to units hooked up to water and electricity. A \$4.00 per day per tent/camper applies to units that do not hook up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will

be forfeited. IF THE REFUNDABLE PORTION OF THE DAMAGE/CLEANING DEPOSIT IS LESS THAN THE AMOUNT OF CAMPING FEES DUE, LESSEE REMAINS LIABLE FOR THE BALANCE OF THE CAMPING FEES. (Further details may be included in Exhibit A.)

5. CANCELLATION OF EVENT

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

6. CONCESSIONAIRES

- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.
- b. LESSEE and LESSOR agree that LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT. LESSOR is entitled to 0 of the revenues generated by such CONCESSIONAIRE(S).

7. NOVELTIES/SOUVENIRS

- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.

8. DAMAGE / CLEANING DEPOSIT

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified

as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. INSURANCE

No later than thirty (30) business days prior to the EVENT, LESSEE shall submit to LESSOR a certified copies of insurance policies which include the specific endorsements and exclusions for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Lease Agreement. LESSEE shall maintain at LESSEE' sole expense the following insurance coverages.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance maintained by the LESSEE shall specifically include Benton County, its elected and appointed officials, employees, and agents as an "Additional Insured" and shall not be reduced or canceled without thirty (30) days written prior notice to the County. The LESSEE's insurance coverage shall be primary insurance to any insurance policies or policies of self-insurance carried by LESSOR.

Policies and Certificates of Liability Insurance are to be provided to the following:

**Benton County Justice Center
Attention: Melina Wenner, Personnel/Risk Manager
Benton County Personnel Resources
7122 W. Okanogan Pl.
Kennewick, WA 99337**

Commercial General Liability Insurance. The LESSEE shall maintain, during the life of the Lease Agreement, Commercial General Liability Insurance Policy Form (CG0001) or equivalent to protect the LESSOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this agreement whether such operations be by the LESSEE or by anyone directly employed by or contracting with the LESSEE.

- a. LESSEE shall ensure that all vendors and contractors for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:

i. **Food and/or Alcohol Liability Insurance:** If the vendor or contractor will be serving or supplying alcoholic beverages, or will be involved in the determination of whether or not to serve someone, including verification of age, and verification of level of intoxication of patrons, then the policy must be a **Commercial General Liability policy with a Liquor Liability endorsement with the following specific limits:**

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

If the vendor or contractor will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **Commercial General Liability policy, which does not exclude claims for food poisoning with the following specific limits:**

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

ii. **Other Liability Insurance:** If the LESSEE will be holding high risk events at the Leased Facility such as rodeo events; equestrian events; carnival rides; bounce houses and/or interactive inflatables; pyrotechnics; motorized sporting events; or other similar events, then the insurance policy must be a **Commercial General Liability policy which does not exclude those events the LESSEE intends to have, or actually has, at the leased facility and must have the following specific limits:**

\$3,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$3,000,000 Each Occurrence

- b. Policies sufficient to meet these requirements may be available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.
- c. All insurance policies required by this section shall include move-in and move-out days, as well as the event days and shall indicate these dates on the insurance certificate.
- d. All insurance policies required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.

- e. The limits required by this section are not intended to be an indication of liability nor are they to be considered limits on amount of indemnification;

11. SECURITY

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). **Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID.** Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons, LESSEE forfeits all right to recover any payments paid to date.
- c. LESSEE is responsible for hiring security personnel of sufficient skill, and sufficient number to ensure the safety and security of the EVENT and its participants. LESSEE is responsible for choosing the security company and contracting with them for services. PROVIDED that the following minimum standards for security services shall be observed:
1. The security services contracted for shall be from a licensed and bonded security company authorized to do business in the State of Washington.
 2. The minimum staffing level shall be one security guard for every 100 participants, with a minimum of two security guards hired for the EVENT.
 3. LESSEE is responsible for ensuring the security services meet the minimum staffing levels above even if actual number of participants exceeds the anticipated number of participants.
- d. LESSEE shall provide written proof of compliance with the minimum-security requirements for the EVENT to LESSOR no less than fifteen (15) days prior to the date of the EVENT, or the first day thereof. Proof must be in the form of a signed contract as well as full contact information of the security company for verification

purposes. If proof is not so supplied, then the EVENT will be deemed to be cancelled, LESSEE'S license to use the facilities on the EVENT date(s) will be nullified, and the provisions of the cancellation policy will be utilized.

- e. In addition to the security services provisions above, since alcoholic beverages will be consumed at the EVENT, LESSOR may contract with appropriate law enforcement agencies to provide uniformed police officers at the EVENT at LESSEE'S expense. The number of officers necessary will be determined solely by LESSOR in consultation with the appropriate law enforcement agencies. If LESSOR elects to contract with law enforcement agencies as provided herein, then LESSOR shall inform LESSEE in writing of this election, including the total cost of the police officers' services. LESSEE shall pay these total costs prior to the first day of the EVENT and will not be provided access to the premises if such is not paid.
- f. If, at any time, circumstances of the EVENT cause LESSOR or the law enforcement agencies contracted to determine, in their sole discretion, that additional police officers should be hired for the EVENT to ensure the safety of the EVENT, then LESSOR may hire additional police officers for the EVENT. Under such circumstances, LESSEE will be responsible for the additional costs incurred by LESSOR and such additional costs may be deducted by the cleaning or other such deposit.
- g. The police officers hired for this EVENT shall have primary security responsibilities for the EVENT and will also enforce all state and local laws. At all times when the EVENT is active, LESSEE'S designated contact person(s) shall be available for contact by the police officers. Upon demand by the police officers or any one of them, LESSEE or LESSEE'S designated contact shall provide proof of compliance with all permit or license requirements including liquor serving permits. Failure to provide such upon demand, or failure of the designated contact person(s) to be available for contact shall be a breach of this Agreement.
- h. Police officers hired by LESSOR for this EVENT shall have the authority to shut down the EVENT and exclude persons from LESSOR'S property for any of the reasons set out in this Agreement or otherwise provided for by law.

12. SERVING ALCOHOL

- a. LESSEE is required to obtain a BANQUET PERMIT and meets the following conditions.
 - 1. Attendance is by invitation only.
 - 2. Liquor may not be served to anyone who appears intoxicated or who is under 21 years of age.
 - 3. All liquor must be purchased at retail and must be consumed between the hours of 6:00 am and 2:00 am.
 - 4. The sale of liquor by individual drink is prohibited.

b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.

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

13. NOISE CONTROL

a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.

b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. HORSE STALLS

a. LESSEE shall pay **\$5.00 per stall per day for every horse stall** used during the EVENT. The LESSEE is responsible for collecting all stall fees, which must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will be forfeited. If the refundable portion of the damage/cleaning deposit is less than the amount of stall fees accrued, LESSEE remains liable for the additional stall fees accrued.

15. TERMINATION OR AMENDMENT

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

16. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. These indemnification obligations shall specifically include indemnification for any fines, fees, penalties or costs incurred by LESSEE during the course of the event for violations of any law, ordinance or regulation including, but not limited to, Washington's law on Smoking in Public Places, RCW Chapter 70.160. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

- b. In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, 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 LESSEE 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 LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE 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 LESSEE makes with any subcontractor or agent performing work hereunder.

18. FAIRGROUNDS CONTACT

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff, Farrin, Jim and/or Caroline 543-0060

- b. This person(s) may be contacted for the following reasons:
 - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
 - 2. In the event of malfunction of services or equipment essential to the EVENT.

- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:

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

19. POLICIES AND PROCEDURES

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

I, Phil Clouse, Captain have read and fully understand this Agreement. I hereby certify that I have the authority to bind Benton-Franklin Mounted Sheriff's Posse to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

BY: _____
Chairman of the Board

Date: _____

LESSEE:

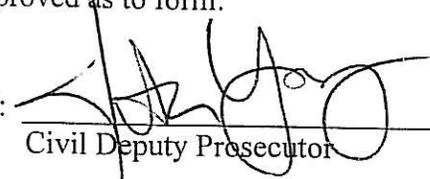
BY: Timothy R. Clouse

Date: 6-15-09

Name: T R Clouse

Title: Captain

Approved as to form:

BY: 
Civil Deputy Prosecutor

Note: No cardboard or plastic wrap may be disposed of in the provided Refuse Disposal Dumpsters.

OTHER FEES

Concessionaires Fees: \$ _____

Novelties/Souvenirs Fees: \$ _____

Camping Fees: \$ 8.00 per day/camper with hookups
\$ 4.00 per day/camper without hookups

Camping fees need to be collected by the Lessee and paid to BCF within 2 business days.

NAME: Benton-Franklin Mounted Sheriff's Posse

EVENT DATE: June 25-27

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>550.00</u>
Equipment Fees	\$ _____
Insurance Fees	\$ _____
Security Fees	\$ _____
Refuse Disposal Fees	\$ _____
Other Fees	\$ <u>Camping and Stall Fees</u>

TOTAL FEE: \$ 800.00

RESOLUTION

e

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE CONSTRUCTION AND
INSTALLATION OF A NEW MAIN IRRIGATION LINE LOCATED AT THE BENTON
COUNTY FAIRGROUNDS

WHEREAS, Benton County entered into a contract on May 11, 2009 with Cut Above, Inc.,
Pasco, WA – Contractor's License No. CUTABA1934LK for the construction and
installation of a new main irrigation line located at the Benton County Fairgrounds, per
Resolution 09-299; and

WHEREAS, the Fairgrounds Maintenance Supervisor determined the project reached
completion as of week ending May 28, 2009; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County,
Washington, the Board hereby accepts the construction and installation of a new main
irrigation line project complete.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Orig: File – Fairgrounds
cc: Auditor; R. Ozuna; Cut Above, Inc.

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

COPY 

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement #PSA-09/12- EDNETICS with Ednetics, Inc. Prepared By: Carol Carey	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like Ednetics to provide information technology services for equipment listed on Benton and Franklin Counties' Human Services Cisco UC & Unity Upgrade, Hardware and Software Smartnet and Ednetics Support Document (attached to Agreement).

SUMMARY

Award: This Agreement shall have a maximum consideration of \$32,000.
Period: March 1, 2009 through February 29, 2012.
Funding Source: Mental Health Division

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Mental Health Division. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #PSA-09/12-EDNETICS with Ednetics, Inc. and to authorize the Chair to sign on behalf of the Board.

BENTON COUNTY RESOLUTION # _____

FRANKLIN COUNTY RESOLUTION # _____

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

IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN EDNETICS, INC., AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, AGREEMENT #PSA-09/12-EDNETICS.

WHEREAS, the Department of Human Services would like to hire Ednetics, Inc. to provide information technology services for equipment, hardware and software listed on Attachment A; and

WHEREAS, the maximum consideration for this PSA shall not exceed \$32,000.00; and

WHEREAS, the Agreement shall be effective for the period March 1, 2009 through February 29, 2012; NOW THEREFORE

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

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

Dated this . . . day of, 2009

Dated this, . . . day of, 2009

Chair, Benton Co. Commissioners

Chair, Franklin Co. Commissioners

Chair Pro Tem

Chair Pro Tem

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Originals: Franklin County
Benton County
Department of Human Services

Carey

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

June 15, 2009

Marilu Flores
Benton County Commissioner's Office
620 Market St.
Prosser, WA 99350

RE: Request to be included on
Commissioner's Agenda
June 22, 2009 (Monday)

g
u

Dear Marilu,

Enclosed are **FOUR (4) ORIGINALS** of the following contracts that we request to be on the Benton County Board of Commissioner's Agenda on Monday, June 22, 2009.

<u>Agreement/Contract</u>	<u>Purpose</u>
✓ Julie Elmenhurst DBA Elmenhurst Counseling, LLC	FFT Contract
✓ Gloria E. Larson	Interpreter Contract
✓ Mark A. Rudeen	Interpreter Contract
✓ Diane Anderson	Attorney Contract w/ Truancy Provision
✓ Darin Campbell	Attorney Contract w/ Truancy Provision
✓ Susan Henwood	Attorney Contract w/ Truancy Provision
✓ Keith Hilde	Attorney Contract w/ Truancy Provision
✓ Laurie Magan	Attorney Contract w/ Truancy Provision
✓ Donna Mannion	Attorney Contract w/ Truancy Provision
✓ Kathleen Moreno	Attorney Contract w/ Truancy Provision
✓ Karyn Oldfield	Attorney Contract w/ Truancy Provision
✓ Julie Ovens	Attorney Contract w/ Truancy Provision

Jared Paulsen ✓

Attorney Contract w/ Truancy Provision

Mary Poland ✓

Attorney Contract w/ Truancy Provision

Daniel Stovern

Attorney Contract w/ Truancy Provision

We request that these items be set before the **Benton County** Commissioners on Monday, June 22, 2009.

Please feel free to contact me via telephone at (509) 736-2722 or via email at donna.lee@co.benton.wa.us if you have any questions or concerns.

Sincerely,



Donna A. Lee
Administrative Senior Secretary

cc: Pat Shults, Franklin County Commissioner's Office
Program File

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND JULIE A. ELMENHURST, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Julie A. Elmenhurst, DBA Elmenhurst Counseling, LLC and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2009 and terminating on June 30, 2011, NOW, THEREFORE

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

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND JULIE A. ELMENHURST, DBA ELMENHURST COUNSELING, LLC

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 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Julie A. Elmenhurst, DBA Elmenhurst Counseling, LLC, with its principal office at 1030 N. Center Parkway, Kennewick, Washington, 99336 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2009 through June 30, 2011. 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.

2. SERVICES PROVIDED

- A. The Contractor will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:
 - 1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.
 - 2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable goals and developing a behavior change program for the family.

3. Acceptance of Clinical Guidance as supplied by FFT, Inc, including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.
4. Entry and monitoring of FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.
5. Providing FFT services in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System/Plan, which is attached as Exhibit A to this Contract and incorporated herein by reference. This includes but is not limited to: the concepts and practice contained in the Functional Family Therapy Clinical Training Manual; the general precepts, practice, and assessment procedures contained in FFT Initial three-day training and the three two-day follow-up trainings.
6. Providing progress information on each youth/family served by the Contractor under this Contract as follows:

Upon completion of each FFT session the Contractor will send a written status report to the youth's Juvenile Probation Counselor (JPC).

No later than the 5th of each month, the Contractor will submit a written Session List to the Intervention Services Manager for each youth served under this Contract for the prior month, and upon successful completion or termination of a family from FFT services, the Contractor will submit a written final report to the Intervention Services Manager.

7. Participate in mutually agreed upon case staffing and program review meetings.
 8. Maintain an approved level of proficiency with the FFT model as evaluated by the assigned FFT Consultant and the Juvenile Court Administrator.
 9. Provide information on each FFT therapist's model adherence to the appropriate regional contact.
- B. Additional FFT requirements include but are not limited to:
1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the FFT intervention. To assist in this supervision, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.
 2. The Contractor shall meet monthly with the Counties' Intervention Prevention Service Manager or designee for program review.

3. Prior to services being initiated, the Contractor must receive a written referral for services by the Counties.
- C. The Contractor agrees to accept up to a full caseload of FFT clients on behalf of the Benton-Franklin Juvenile Justice Center.
- D. The Contractor agrees to provide its own labor and materials. Unless otherwise provided in this Contract, the Counties will furnish no material, labor, or facilities.
- E. The Contractor acknowledges that prior to entering into this Contract it is in receipt of, and is familiar with, the FFT model, practices, procedures, materials, and training referenced herein.
- F. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- G. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- H. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present written status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. 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: **Julie A. Elmenhurst, LLC.**
1030 N. Center Parkway
Kennewick, WA 99336
Phone: (509) 386-2515
E-mail: jelmenhurst@hotmail.com
- B. For Counties: **Sharon Paradis, Administrator**
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 736-2724
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. At the rate \$733.33 per family for the completion of each phase of the three (3) phase FFT Model, including engagement and motivation, behavior change and

generalization, for a maximum of \$2200.00 per family for completion of all three (3) phases including additional hours for ancillary duties (as prescribed by the FFT Model).

- B. The Contractor may not exceed a 22 family caseload during the calendar year of July 1, 2009 through June 30, 2010 and during the calendar year of July 1, 2010 through June 30, 2011, without prior written approval from the Community Supervision Services Manager.
- C. The Contractor may submit invoices to the Counties at the completion of each phase of the FFT model along with supporting documentation, which will include at a minimum the name of the youth and family, the completed phase for which the Contractor is requesting payment, and a copy of the Session List from the FFT Client Support System reflecting satisfactory completion of the phase.
- D. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- E. The Contractor will submit invoices to the Counties 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 Counties during the billing period. The Counties 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 of Contractor's invoice.
- F. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- G. 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 Counties, the Counties 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.
- H. Unless otherwise provided 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.

5. 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 Counties.

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

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, 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 Counties, its officers, officials, employees or agents.
- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future 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.

7. 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 acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, 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 Counties for recovery of damages to the extent they are covered by workers compensation, employer's 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 Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. 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 Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- 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 that 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 acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain employers liability insurance. To the extent Contractor hires any employees, however, Contractor shall obtain and 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. Other Insurance Provisions:

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

E. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. 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 Counties with properly executed and unaltered Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
2. The Contractor shall furnish the Counties 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 Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
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 or Franklin County's 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 Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- A. Either party in its sole discretion may terminate this Contract by giving sixty (60) days written notice by certified mail to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice by certified mail to the other party. In the event this Contract is terminated prior to the end of the contract term, the Counties 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 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 Counties 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 Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. 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 Counties.
- 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.

10. **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.

11. **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 Counties. 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 Four of this Contract, and the Contractor is not entitled to any Counties 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 Counties 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 Counties.
- 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 Counties' contract representative or designee.

12. **COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as well as all pertinent JRA Administration Policy Bulletins.

13. **OTHER PROVISIONS**

The Contractor shall comply with the following other provisions for all services provided under this Contract.

- A. Background Check/Criminal History
 - 1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A

RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

2. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. **INSPECTION OF BOOKS AND RECORDS**

The Counties 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. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

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, the presence of any disability, or any other protected status.

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

- A. All reports, 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 Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, 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 Counties of any notice of such claim. The use of FFT forms and reports that are required as part of the FFT model are excluded from this indemnification and hold harmless provision.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' 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 Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties 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, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

21. SUCCESSORS AND ASSIGNS

The Counties, 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.

Washington State Functional Family Therapy Project Quality Assurance and Improvement System

Introduction

The Washington State Functional Family Therapy Project is dedicated to implementing Functional Family Therapy with high model fidelity. Recent evidence suggests that evidence-based intervention programs depend on high model fidelity for successful outcomes (Barnoski, 2002; Sexton, Hollimon, Mease, & Alexander, 2002). In Functional Family Therapy, model fidelity is based on the dimensions adherence to the principles of the model as well as the competent delivery of the model. Ensuring model fidelity in a community based system of care requires an ongoing systematic system of both quality assurance and quality improvement. Quality assurance involves the ongoing and accurate monitoring and tracking of reliable measures of model implementation. Quality improvement involves the systematic implementation of activities to improve accurate implementation of the intervention.

In the sections below, the principles and protocols for the Washington State Functional Family Therapy Quality Assurance and Improvement system are outlined.

Principles of Quality Assurance and Improvement

Given the sensitive nature of quality assurance information it is important to clearly identify the principles of the model prior to implementation. The Washington State FFT quality assurance and improvement system is based on the following principles:

1. The primary goal of this system of quality assurance is improvement of the delivery of FFT. As such, quality assurance information is:
 - Intended for use primarily by FFT clinical consultants who are most capable of determining systematic improvement plans.
 - It is not intended as a tool for routine program administration. While Juvenile Court and/or Regional Administrators need aggregate and summarized information that informs overall program implementation, specific clinical data is most useful as a tool for clinical supervision.
 - Therapists should be provided with accurate and timely feedback directly from the FFT clinical consultant. Therapists who perform below the national standards of model fidelity should be presented with a systematic plan for improvement.
 - Therapists who, after all attempts at improvement, continue to demonstrate model fidelity outcomes below the minimal national standard should not practice the FFT model.
 - Quality assurance information is intended for employment status decisions only after all possible improvement strategies have been attempted.

2. Monitoring and Tracking model fidelity (quality assurance) must be based on:
 - reliable and valid measures
 - from multiple domains (adherence and competence)

- based upon multiple measures (specific case level ratings, global therapist rating) gathered from different and relevant perspectives (FFT clinical consultant and client)
- Incremental measurement, that is, more specific measures of fidelity are only undertaken when global ratings suggest that more specific and time intensive measures are necessary

3. Quality improvement is based upon:

- Ongoing, specific, and timely feedback based on accurate measure of model fidelity (adherence and competence).
- A systematic and individualized plan of therapist improvement

Quality Assurance

Functional Family Therapy (FFT) has developed a comprehensive Fidelity and Adherence Protocol that is central to successful implementation of FFT. The Web-based computer monitoring and tracking application (Clinical Services System-FFT CSS) is the mechanism to gather, manage and feedback multiple fidelity ratings while also providing real time feedback to therapists and clinical consultants. No single measure adequately portrays therapist adherence and competence. In the FFT system, five measures of quality assurance are used to monitor and track model fidelity.

Quality assurance instruments:

1. Progress Notes (Therapist Report)

At each treatment encounter therapists report on phase goals what they believed was most important to accomplish in the session and the progress they believed was made in accomplishing these goal(s). When therapist reported goals are aggregated across sessions it is possible to determine whether therapists are pursuing the goals prescribed by the FFT treatment model.

- *Goal:*
 - To obtain the therapist perspective of the process of FFT at the level of intervention
 - To provide feedback to the clinical consultant regarding the therapist clinical decision making processes
 - To provide specific areas of concern to be targeted by the clinical consultant in weekly consultation
- *Process:*
 - Therapists complete the progress notes following each session and enter the progress note on the FFT-CSS
 - Clinical consultants review the therapist's progress notes during weekly consultation and determine areas to provide focused help and assistance
 - Adherence reports are available to help clinical consultants monitor therapist adherence and competence in delivering FFT

2. Counseling Process Questionnaire (Client Report).

The Counseling Process Questionnaire (CPQ) is a 20-item instrument measuring the client/family experiences in FFT. All family members complete the CPQ after

every other session beginning at session two. The CPQ is designed to tap into client experiences that would be expected in each phase of FFT (six questions measure experiences that would be expected of each phases). Two additional questions measure the degree of global change from the client perspective. Model fidelity is measured by comparing client reported experiences with model prescribed activities.

- *Goal:*
 - To obtain the family perspective on their experience in therapy
 - To provide feedback to the therapist on family experience to determine phase outcomes
 - To provide ratings of adherence and competence from the family perspective
- *Process:*
 - Families complete the CPQ following every other session of FFT, beginning at session two
 - CPQ's are entered into the CSS by the FFT therapist. CPQ's are available for therapist review for self-monitoring
 - The CSS generates an adherence report that can be used by either therapist or clinical consultants
 - Clinical supervisors monitor the CPQ on the CSS adherence reports
 - Ratings are maintained in the FFT-CSS for use in consultation
 - Issues of adherence and competence are addressed in weekly consultation

3. Weekly Adherence & Competence ratings (Clinical Consultant Report).

At weekly consultation, FFT clinical consultants rate each FFT therapist on levels of model adherence (application of necessary technical and clinical aspects of FFT) and competence (skillful application of the necessary components of FFT). These ratings represent the FFT therapist's adherence and competence in the case discussed during weekly consultation. Global competence and adherence can be determined from ratings of each construct over time (across cases).

- *Goal:*
 - To identify specific issues of therapist adherence and competence
 - Identify specific issues of group adherence and competence
 - Provide focused consultation to the working group.
- *Process:*
 - Ratings are maintained in the FFT-CSS for use in consultation
 - Issues of adherence and competence addressed in weekly consultation
 - Weekly adherence and competence ratings are entered into the CSS by the FFT clinical consultant. The CSS produces a report of these ratings over time for use by the clinical consultant

4. Global Therapist Rating (Clinical Consultant Report)

The Global Therapist rating (FFT-GTR) is a 35-item instrument completed by the FFT clinical consultant a minimum of three times each year. The global rating

includes assessments of model principles, specific phase based practice, and service delivery profile.

- *Goal:*
 - To identify therapist adherence and competence in FFT
 - Provide specific information to therapist and site regarding performance
 - Identification of therapists in need of additional training
- *Process:*
 - Global Therapist Rating completed by the FFT clinical consultant
 - Global therapist ratings are entered into the CSS by the FFT clinical consultant. The CSS generates a report of these ratings
 - Global Therapist Ratings are reported to FFT Quality Assurance Administrator for dissemination to Juvenile Court and/or Regional Administrators.
 - FFT clinical consultant provides verbal feedback to therapist

5. Environmental Feedback Report (FFT QA Administrator Report)

The Environmental Report is an evaluation of the work environment that supports the therapist's adherence and competence to the FFT model. The Environmental Feedback Report is completed annually by the FFT Quality Assurance Administrator.

- *Goal:*
 - To identify program environment barriers to successful FFT implementation
 - To identify assessment and referral processes that support or negatively impact successful FFT implementation
 - To provide specific and written feedback to the program in order to enhance the delivery of FFT services
- *Process:*
 - Environmental feedback report is drafted by the FFT Quality Assurance Administrator
 - Environmental feedback report sent to the Juvenile Court Administrator for review and potential discussion
 - Action plan developed (if necessary)

Quality Improvement System

Quality Improvement System is based on the principle that therapists should receive specific and timely information regarding their performance. Successful quality improvement is based on concrete feedback that allows for individualized plans for improvement. Feedback should come first from the immediate clinical consultant, followed by the FFT State Quality Assurance Administrator.

When a therapist's performance falls below the national standard, the following steps will occur. Administrators will receive reports regarding therapist performance every 90-120 days. When informal improvement plans are implemented, juvenile court and/or

Regional Administrators will be notified. When formal improvement plans are required, Juvenile Court and/or Administrators are involved in the development of the plan.

Step 1: Individual Consultation with Therapist

- FFT clinical consultant will call the therapist individually and discuss the issues of concern and develop an individualized method for therapist improvement.
- Individual Consultation with the therapist is the result of one or more of the following: a series of weekly supervision ratings below the standard, problems with therapist progress notes, inconsistent use of CSS and service delivery profile below the national standard (less than five active families for an extended period of time, less than an average of three sessions per family per month for an extended period of time, cases open longer than four months consistently).

Step 2: Informal Improvement Plan

- If therapist adherence performance does not improve the FFT clinical consultant will work with the state FFT Quality Assurance Administrator to develop an informal plan.
- The State FFT Quality Assurance Administrator will consult with the Juvenile Court and/or Regional Administrator to inform them of the ongoing concerns and informal plan development.
- The informal improvement plan may include additional adherence monitoring, individual supervision, or additional training.
- If the informal improvement plan does not result in improved adherence within three months, a formal improvement plan will be implemented.

Step 3: Formal Improvement Plan

- If therapist adherence performance does not improve under the informal improvement plan or if there is risk of harm to clients because of the therapists performance, a formal improvement plan will be developed lasting not more than six months. The CJAA Advisory Committee and/or Regional Administrators will be informed of formal improvement plans by the FFT Quality Assurance Administrator. Any problems implementing the improvement plan will be referred to the WAJCA Executive Board. This formal plan can include, but is not limited to:
 - Increased CSS monitoring (weekly)
 - Co-visits
 - Additional consultation with clinical consultant
 - Reading assignments
 - Videotape instruction
 - Additional formal training – initial three-day or two-day follow up
 - Audio/Video Tape Rating – process used will be as follows:
 - a. FFT therapist audio or videotapes two FFT sessions
 - b. Tapes submitted to FFT clinical consultant, who, in consultation with FFT Quality Assurance Administrator and FFT LLC determines the tape rater
 - c. Video Tapes rated using the FFT-GRT system
 - d. Specific feedback provided to the FFT therapist and may be provided to Juvenile Court and/or Administrator

Step 4: Removal from FFT Practice

- If therapist adherence performance does not improve under the formal improvement plan, the FFT Quality Assurance Administrator may recommend to the Washington State CJAA Advisory Committee that the therapist be removed from active FFT practice.

Quality Assurance and Improvement Process

The quality assurance and improvement system is ongoing. The primary goal for new and experienced therapists is to identify problems of model adherence and provide assistance so the therapist can improve their practice. The goal with newly trained FFT therapist is to identify concerns with model fidelity early so additional training and supervision can be provided; for experienced therapists, the goal is to prevent model drift.

New Therapists

Subsequent to the initial three-day clinical training the following steps will occur during the first year of FFT practice.

Training/ Clinical Activity	Quality Assurance/Improvement Activity	Quality Improvement Activities/Action
Initial Clinical Training	Observation	Overall assessment provided to Juvenile Court and/or Regional Administrator on all therapists following initial training by FFT Quality Assurance Administrator
FFT Cases (on going, minimum of five active for part time therapists and 10-12 cases for full time therapists)	Progress note CPQ Monthly Session Average Based on 1 hour session per family per week	<i>Activity:</i> Information monitored by FFT clinical consultant through CSS and weekly consultation <i>Action:</i> FFT clinical consultant provides feedback in weekly consultation
Consultation (on going, minimum of four hours per month)	Weekly Supervision Checklist	<i>Activity:</i> Supervision Rating entered on the CSS by FFT clinical consultant <i>Action:</i> Information monitored by FFT clinical consultant and FFT Quality Assurance Administrator
Follow-up training #1 (Approximately 90 days after initial training)	FFT trainer provides feedback to FFT clinical consultant and FFT Quality Assurance Administrator	<i>Activity:</i> Verbal feedback provided to FFT clinical consultant based on therapist participation <i>Action:</i> FFT clinical consultant incorporates feedback into weekly consultation
Follow-up	FFT trainer provides	<i>Activity:</i>

<p>training #2</p> <p>(Approximately six months after initial training)</p>	<p>feedback to FFT clinical consultant and FFT Quality Assurance Administrator</p>	<p>Verbal feedback provided to FFT clinical consultant based on therapist participation</p> <p><i>Action:</i> FFT clinical consultant incorporates feedback into weekly consultation</p>
<p>Follow-up training #3</p> <p>(Approximately nine months after initial training)</p>	<p>FFT trainer provides feedback to FFT clinical consultant and FFT Quality Assurance Administrator</p>	<p><i>Activity:</i> Verbal feedback provided to FFT clinical consultant based on therapist participation</p> <p><i>Action:</i> FFT clinical consultant incorporates feedback into weekly consultation</p>
<p>Global Therapist Rating(GTR)</p> <p>(ongoing every 90-120 days)</p>		<p><i>Activity:</i> a. GTR entered on the CSS</p> <p><i>Action:</i> a. GTR completed by FFT clinical consultant</p> <p>b. GTR feedback provided to therapist by FFT clinical consultant</p> <p>c. GTR reviewed by FFT Quality Assurance Administrator</p> <p>d. Juvenile Court and/or Regional Administrators provided with GTR adherence/competence levels of each therapist at their site by FFT Quality Assurance Administrator</p>

Timeline for experienced FFT Therapists

Training/ Clinical Activity	Quality Assurance/Improvement Activity	Quality improvement Activities/Action
<p>FFT Cases (on going, minimum of five active for part time therapists</p>	<p>Progress note</p> <p>CPQ</p>	<p><i>Activity:</i> Information monitored by FFT clinical consultant through CSS and weekly consultation</p>

and 10 -12 for full time therapists)	Monthly Session Average Based on 1 hour session per week per family	<i>Action:</i> FFT clinical consultant provides feedback in weekly consultation
Consultation (on going, minimum of four hours per month)	Weekly Supervision Checklist	<i>Activity:</i> Supervision Rating entered on the CSS by FFT clinical consultant <i>Action:</i> Information monitored by FFT clinical consultant and FFT Quality Assurance Administrator
Global Therapist Rating(GTR) (ongoing every 90-120 days)		<i>Activity:</i> a. GTR entered on the CSS <i>Action:</i> a. GTR completed by FFT clinical consultant b. GTR feedback provided to therapist by FFT clinical consultant c. GTR reviewed by FFT Quality Assurance Administrator d. Juvenile Court and/or Regional Administrators provided with GTR adherence/competence levels of each therapist at their site by FFT Quality Assurance Administrator
Informal Improvement Plan (if scoring 'Fairly Well' in adherence or below after attended initial and all follow-up trainings, not lasting more than three months)	Global Therapist Rating CSS Review Weekly Supervision Checklist	<i>Activity:</i> a. GTR entered on the CSS b. CSS reviewed for service delivery profile including review of Weekly Supervision Checklists <i>Action:</i> a. Overall feedback provided to therapist by FFT clinical consultant b. Informal agreement developed outlining areas for therapist to focus on in the next three month period. (The informal improvement plan may include additional adherence monitoring, individual supervision, and/or additional training) c. Informal plan shared by FFT clinical

		<p>consultant with FFT Quality Assurance Administrator</p> <p>d. Juvenile Court and/or Regional Administrators may be provided with elements of the informal improvement plan for the therapist at their site by FFT Quality Assurance Administrator, if deemed necessary</p>
<p>Formal Improvement Plan</p> <p>(upon unsuccessful completion of informal improvement plan not to last more than six months)</p>	<p>Global Therapist Rating</p> <p>CSS Review</p> <p>Weekly Supervision Checklist</p> <p>Informal Plan Outcome</p>	<p><i>Activity:</i></p> <p>a. GTR entered on the CSS</p> <p>b. CSS reviewed for service delivery profile including review of Weekly Supervision Checklists</p> <p>c. Outcome of informal improvement plan items reviewed</p> <p><i>Action:</i></p> <p>a. Formal plan drafted by FFT Quality Assurance Administrator in concert with FFT clinical consultant</p> <p>b. Formal plan presented to FFT therapist by FFT Quality Assurance Administrator and FFT clinical consultant</p> <p>c. The CJAA Advisory Committee and/or Regional Administrators will be informed of formal improvement plans by the FFT Quality Assurance Administrator. Any problems implementing the improvement plan will be referred to the WAJCA Executive Board.</p>

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract XX Pass Ordinance XX Pass Motion Other	CONSENT AGENDA XXXX XX PUBLIC HEARING
MEETING DATE: B-C 06/22/09 F-C 06/29/09		1 st DISCUSSION
SUBJECT: Interpreter Services - Gloria A. Larson		2 nd DISCUSSION
Prepared By: Donna A. Lee		OTHER
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

Gloria E. Larson is a court certified Spanish Interpreter for Medical, Social and Court matters in the State of Washington. By law we are required to provide interpreting services to defendants and families during court proceedings. Mrs. Larson has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on regular basis for a number of years. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period beginning the date of the last signature and through December 31, 2009 with an annual renewable option.

SUMMARY

Mrs. Larson is a court certified Spanish in Washington for medical, social and court matters. Compensation is set forth in the actual contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Gloria E. Larson.

FISCAL IMPACT

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2009 Budget.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Gloria E. Larson

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND GLORIA E. LARSON, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Gloria E. Larson and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing on the date of the last signature below and terminating on December 31, 2009 with annual renewable options, **NOW, THEREFORE**

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

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Attest: _____
Constituting the Board of
County Commissioners,
Benton County, Washington

Attest: _____
Constituting the Board of
County Commissioners,
Franklin County, Washington

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND GLORIA E. LARSON

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, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Gloria E. Larson, with her principal office at 3807 South Buntin Loop, Kennewick, Washington, 99337 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be effective beginning the date of last signature below through December 31, 2009, and will renew for successive one-year periods on January 1 of each year unless the Counties notifies the Contractor no later than November 1 that the Counties is not renewing this Contract for the following year. 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.

2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. Provide interpreting services to defendants and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.
- B. The total hours of services provided by Contractor under this Contract is not to exceed 120 hours per month without prior written authorization from the Juvenile Court Administrator, Intervention/Legal Processing Manager, and/or his/her designee.

- C. The Contractor agrees to provide its own labor and materials. The Counties will not supply any material, labor, or facilities unless otherwise provided for in this Contract.
- D. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- E. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- F. The Contractor shall confer with the Counties 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 Counties.

3. 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:
 - Gloria E. Larson**
 - 3807 Buntin Loop**
 - Kennewick, WA 99337**
 - Phone: (509) 582-2517**
 - Cell (509) 531-3036**

- B. For Counties:
 - Sharon Paradis, Administrator**
 - Benton-Franklin Juvenile Justice Center**
 - 5606 W. Canal Place, Suite 106**
 - Kennewick, WA 99336**
 - Phone: (509) 736-2722**
 - Fax: (509) 222-2311**
 - E-mail: sharon.paradis@co.benton.wa.us**

4. COMPENSATION

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

- A. Except as provided in Section 4.B. below, at the rate of \$40.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings or for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center or other community-based locations as scheduled by Benton-Franklin Counties Juvenile Justice Center staff.
- B. If the Administrative Office of the Courts provides the Counties with funding for interpreters, the Counties may, in its discretion, increase the compensation rate

in Section 4.A. from \$40.00 per hour to \$50.00 per hour, subject to continued funding. If that funding is provided and subsequently withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour

- 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 will submit invoices to the Counties not more than once per month during the progress of the work for payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties 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 Counties.
- 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 Counties, the Counties 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 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.

5. 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 Counties.
- 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 Counties.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, 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 Counties, its officers, officials, employees or agents.

- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future 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.

7. INSURANCE

- A. **Professional Legal Liability:** The Contractor 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 acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, 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 Counties for recovery of damages to the extent they are covered by workers compensation, employer's 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 Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. 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 Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

C. **Other Insurance Provisions: Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. Benton and Franklin Counties, 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 professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, 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.
- D. **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 current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. 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 Counties with properly executed and unaltered Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
 2. The Contractor shall furnish the Counties 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 Counties as an additional insured.
 3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.

4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
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 or Franklin 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 Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- A. Either party in its sole discretion may terminate this Contract by giving sixty (60) days written notice by certified mail to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice by certified mail to the other party. In the event this Contract is terminated prior to the end of the contract term, the Counties 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 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 Counties 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 Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs

and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. **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 Counties.
- 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.

10. **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.

11. **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 Counties. 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 Four of this Contract, and the Contractor is not entitled to any Counties 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 Counties 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 Counties.
- 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 Counties' contract representative or designee.

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract:

A. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

- (1) The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
- (2) The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The Counties 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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- A. All reports, 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 Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, 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 Counties of any notice of such claim.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' 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 Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties 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, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

21. SUCCESSORS AND ASSIGNS

The Counties, 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.

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <input checked="" type="checkbox"/> XX
MEETING DATE: B-C 06/22/09 F-C 06/29/09	Executive Contract XX	PUBLIC HEARING
SUBJECT: Interpreter Services - Mark A. Rudeen	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Donna A. Lee	Pass Motion	2 nd DISCUSSION
Reviewed By: Sharon Paradis	Other	OTHER

BACKGROUND INFORMATION

Mark A. Rudeen is a court certified Spanish Interpreter for Medical, Social and Court matters in the State of Washington. By law we are required to provide interpreting services to defendants and families during court proceedings. Mr. Rudeen has been providing interpretive services to the Benton-Franklin Counties Juvenile Justice Center on regular basis for a number of years. It is in the best interest of the Juvenile Court to enter into a formal agreement that would set forth a standard rate of compensation for the period beginning the date of the last signature and through December 31, 2009 with an annual renewable option.

SUMMARY

Mr. Rudeen is a court certified Spanish in Washington for medical, social and court matters. Compensation is set forth in the actual contract.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Mark A. Rudeen.

FISCAL IMPACT

The compensation rate is included in Benton-Franklin Counties Juvenile Justice Center 2009 Budget.

MOTION

I move that the Board of Commissioners sign the Personal Service Contract between the Benton-Franklin Counties Juvenile Justice Center and Mark A. Rudeen

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND MARK A. RUDEEN, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Mark A. Rudeen and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing the date of the last signature below and terminating on December 31, 2009 with annual renewable options, **NOW, THEREFORE**

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

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PERSONAL SERVICES CONTRACT BETWEEN BENTON/FRANKLIN COUNTIES JUVENILE COURT AND MARK A. RUDEEN

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, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter collectively referred to as "Counties"), and Mark A. Rudeen, with his principal office at 250 Gage BLVD # 2095, Richland, Washington, 99352 (hereinafter referred to as "Contractor").

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

1. DURATION OF CONTRACT

The term of this Contract shall be effective beginning the date of last signature below through December 31, 2009, and will renew for successive one-year periods on January 1 of each year unless the Counties notifies the Contractor no later than November 1 that the Counties is not renewing this Contract for the following year. 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.

2. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. Provide interpreting services to defendants and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.
- B. The total hours of services provided by Contractor under this Contract is not to exceed 120 hours per month without prior written authorization from the Juvenile Court Administrator, Intervention/Legal Processing Manager, and/or his/her designee.

- C. The Contractor agrees to provide its own labor and materials. The Counties will not supply any material, labor, or facilities unless otherwise provided for in this Contract.
- D. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- E. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- F. The Contractor shall confer with the Counties 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 Counties.

3. 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:
 - Mark A. Rudeen**
 - 250 Gage Blvd. # 2095**
 - Richland WA 99352**
 - Phone: (509) 628-3325**
 - Cell Phone: (509) 366-3338**

- B. For Counties:
 - Sharon Paradis, Administrator**
 - Benton-Franklin Juvenile Justice Center**
 - 5606 W. Canal Place, Suite 106**
 - Kennewick, WA 99336**
 - Phone: (509) 736-2722**
 - Fax: (509) 222-2311**
 - E-mail: sharon.paradis@co.benton.wa.us**

4. COMPENSATION

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

- A. Except as provided in Section 4.B. below, at the rate of \$40.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings or for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center or other community-based locations as scheduled by Benton-Franklin Counties Juvenile Justice Center staff.
- B. If the Administrative Office of the Courts provides the Counties with funding for interpreters, the Counties may, in its discretion, increase the compensation rate in Section 4.A. from \$40.00 per hour to \$50.00 per hour, subject to continued

funding. If that funding is provided and subsequently withdrawn, reduced, or limited in any way, the hourly rate will be \$40.00 per hour

- 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 will submit invoices to the Counties not more than once per month during the progress of the work for payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties 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 Counties.
- 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 Counties, the Counties 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 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.

5. 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 Counties.
- 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 Counties.

6. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contractor shall hold harmless, indemnify and defend the Counties, 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 Counties, its officers, officials, employees or agents.

- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future 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.

7. INSURANCE

- A. **Professional Legal Liability:** The Contractor 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 acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, 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 Counties for recovery of damages to the extent they are covered by workers compensation, employer's 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 Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. 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 Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

C. **Other Insurance Provisions: Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. Benton and Franklin Counties, 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 professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, 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.
- D. **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 current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. 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 Counties with properly executed and unaltered Acord 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. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
 2. The Contractor shall furnish the Counties 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 Counties as an additional insured.
 3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.

4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator
Benton Franklin Juvenile Justice Center
5606 W Canal PL STE 106
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 or Franklin 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 Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

8. TERMINATION

- A. Either party in its sole discretion may terminate this Contract by giving sixty (60) days written notice by certified mail to the other party. Either party may terminate this Contract for cause by giving ten (10) days written notice by certified mail to the other party. In the event this Contract is terminated prior to the end of the contract term, the Counties 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 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 Counties 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 Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the Counties, at its discretion, may

obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

9. 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 Counties.
- 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.

10. 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.

11. 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 Counties. 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 Four of this Contract, and the Contractor is not entitled to any Counties 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 Counties 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 Counties.
- 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 Counties' contract representative or designee.

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract:

A. Background Check/Criminal History

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- (2) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

B. Sexual Misconduct

- (1) The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
- (2) The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The Counties 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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- A. All reports, 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 Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

17. PATENT/COPYRIGHT INFRINGEMENT

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, 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 Counties of any notice of such claim.

18. DISPUTES

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' 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 Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties 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, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

21. SUCCESSORS AND ASSIGNS

The Counties, 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 have caused this Contract to be signed as follows:

Contractor	Benton Franklin Counties Juvenile Justice Center
<i>markudeen</i>	<i>Sharon A. Paradis</i> <i>6/12/09</i>
Mark A. Rudeen Date <u>6/12/09</u>	Sharon A. Paradis Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>Sarah Perry</i> <i>6/19/09</i> Sarah Perry, Deputy Prosecuting Attorney Date	Approved as to Form: Agreed Review Performed by Benton County Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Max E. Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

AGENDA ITEM: Personal Service Agreements with Juvenile Defense Panel		TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B-C 06/22/09 F-C 06/29/09			
SUBJECT: Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions			
Prepared By: Donna Lee			
Reviewed By: Sharon Paradis			

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DIANA L. ANDERSON, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Diana L. Anderson, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Diana L. Anderson.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709DLA002J

THIS AGREEMENT is entered into by and between **Diana L. Anderson**, attorney at law, Washington State Bar Association #18297 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent persons subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **PO Box 6082, Kennewick WA 99336-6082**. Attorney's current local office telephone and fax numbers are **(509) 783-3748** and **(509) 783-8754**, respectively; and Attorney's current office/work e-mail address is **Anderson@delphiforums.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Counties, the Juvenile Justice Center Administrator ("JJC Administrator"), the Benton-Franklin Bi-County Indigent Defense Coordinator, the Benton County Prosecuting Attorney, and the Franklin County Prosecuting Attorney.

c. The Counties prefer that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact from represented persons.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the Counties have an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Juvenile Court Division. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by practicing attorneys in the State of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct experience representing persons in Civil Proceedings and contested family law matters; has not been found by a court of competent jurisdiction to have rendered ineffective assistance of counsel; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints/grievances filed and pending against him/her.

(i) This Agreement shall be subject to termination pursuant to paragraph 18 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the Counties within one (1) business day if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint/grievance is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the Counties may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the Counties receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, beginning in calendar year 2008, Attorney shall be required to obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the JJC Administrator with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The Counties may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the JJC Administrator with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff; will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and

schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than the close of business on the 15th day of each month during the term of this Agreement, Attorney shall provide the JJC Administrator with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month, the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month, and the reasonably approximate percentage of time spent by Attorney during the preceding month providing legal services in private practice cases versus and in relation to time spent by Attorney during the preceding month providing legal services in appointed cases under this Agreement. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements upon written notice from the Counties to do so. Notwithstanding any other provisions of this Agreement regarding the payment of compensation to Attorney, if Attorney fails to comply with reporting requirements under this paragraph, Attorney acknowledges and agrees that the JJC Administrator shall have the absolute discretion and authority to stop and withhold the processing and submittal of payment voucher requests for Attorney's compensation under this Agreement until such time as Attorney fully complies with reporting requirements.

4. OTHER INDIGENT DEFENSE AGREEMENTS.

a. On or about the date of this Agreement, the Counties contemplate entering into separate and independent professional services agreements with other licensed attorneys to primarily provide legal representation to indigent persons subject to Civil Proceedings in the Juvenile Court Division. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Juvenile Court, and the JJC Administrator to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Juvenile Court Civil Defense Panel"). The JJC Administrator shall have the inherent discretion and authority to monitor and control (and potentially modify/change) such process.

b. Additionally, on or about the date of this Agreement, the Counties also contemplate entering into separate and independent professional services agreements with licensed attorneys to primarily provide legal representation to indigent persons subject to criminal proceedings in the Juvenile Court Division (collectively the "Juvenile Court Criminal Defense Panel").

5. CASE APPOINTMENTS. During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color,

national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Juvenile Court Division in which publicly-provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- All Civil Proceedings under the jurisdiction of the Juvenile Court.
- Any other type of Juvenile Court Division case or matter (regardless of whether criminal-based or civil-based) in which another Juvenile Court Civil Defense Panel member and/or a Juvenile Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Juvenile Court is unable to handle due to a conflict of interest.

At Attorney's request, Attorney may be appointed to any of the following matters:

- Juvenile truancy Court dockets
- Truancy Board representation

6. CONTINUED REPRESENTATION.

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded during the term of this Agreement, and Attorney's obligation to fully complete all cases encompassed by this Agreement following its termination date shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Civil Proceedings shall be limited only to matters scheduled during the sixty (60) day period following the termination date; and Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in certain other Juvenile Court matters shall be limited to the sixty (60) day period following the termination date for the following specific types of matters:

- (i) Any deferred disposition matter;
- (ii) Any matter involving a juvenile terminated from Drug Court;
- (iii) Any matter involving a juvenile for whom a warrant has been issued;
- (iv) Special Sex Offender Disposition Alternative Revocation hearings;
- (v) Chemical Dependency Disposition Alternative Revocation Hearings; and/or

- (vi) Any case where personal service is not effected within thirty (30) days of the date of the notice of termination.

7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons in Civil Proceedings up to a floating caseload maximum of **30 open cases** pending at any given time. Truancy docket and Truancy Board representation, being separately compensated, shall not count toward this maximum caseload.

8. **CLIENT ELIGIBILITY.** The Juvenile Court Division (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Juvenile Court Division of such possibility for purposes of the Juvenile Court Division (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Juvenile Court Division (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Juvenile Court Division's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Juvenile Court Division to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Juvenile Court Division to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

9. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Juvenile Court aware of such development for purposes of the Juvenile Court taking immediate action to appoint another attorney to assume and undertake legal representation in such case.

10. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of

potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential case resolution alternatives (and review of potential collateral consequences associated therewith), and the preparation for and appearance on behalf of the client in all stages of Juvenile Court proceedings including, without limitation, shelter care hearings, review hearings, case conferences, status conferences, fact-finding hearings, disposition hearings, settlement conferences, mediations, termination trials, and appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable).

a. Attorney shall initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case. Without limiting Attorney's duty in that regard, if Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney shall use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make sooner initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make sooner contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone) such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded, until the represented person reaches the age of twenty-one (21) years, or until an incarcerated represented person is released from incarceration, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the JJC Administrator of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under RCW Title 50 and result in the immediate and automatic termination of this Agreement:

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile

- (iii) Any violent offense as defined in RCW 9.94A.030.

11. **COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during the remaining months of 2007, the Counties shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of **\$2,503.43 per month** (proratable for any partial month), payable on the last business day of the month.

b. During calendar years 2008 and 2009, Attorney's monthly compensation hereunder shall be equal to Attorney's monthly compensation during December of the preceding calendar year plus any cost-of-living-adjustment ("COLA") percentage increase (if any) received by the Juvenile Justice Center's non-bargaining employees during 2008 and/or 2009, as the case may be, prospectively effective as of the COLA's effective date.

(i) For example, if the non-bargaining employees received a 3% COLA increase for 2008, Attorney's monthly compensation for 2008 would be \$2,578.53 (i.e., Attorney's December 2007 monthly compensation of \$2,503.43 increased by 3%).

(ii) By way of further example, if the non-bargaining employees received a 3% COLA increase effective as of July 1, 2008 (rather than January 1, 2008), Attorney's monthly compensation would also increase by 3% to \$2,578.53 with such increase being prospectively effective as of July 1, 2008.

c. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2007, the above-stated \$2,503.43 monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the Counties; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date as well as any amounts accruing and owing to Attorney under paragraph 12 below for post-termination continued representation in homicide cases. By way of further example, if this Agreement is terminated effective November 15, 2007, the above-stated \$2,503.43 monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the Counties; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated \$2,503.43 monthly payment amount) as well as any amounts accruing and owing to Attorney under paragraph 12 below for post-termination continued representation in homicide cases.

d. Attorney acknowledges and agrees that the above-stated compensation to Attorney (exclusive of the below-described additional compensation Attorney would be

entitled to receive for homicide cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement.

e. For representation during Truancy Court dockets and Truancy Boards, Attorney shall be provided additional compensation as follows:

(i) A flat fee of \$450 per Truancy Court docket;

(ii) A flat fee of \$200 per Truancy Board

12. **HOMICIDE CASE COMPENSATION.** Homicide cases are appointed to the Juvenile Court Criminal Defense Panel members on a rotational basis. In the event that Attorney is appointed hereunder to represent a person in a homicide case due to a conflict that prevents the Juvenile Court Criminal Defense Panel members from representing the person, Attorney shall receive additional compensation for appointments to homicide cases in any degree at the rate of \$65.00 per hour up to a maximum aggregate amount of \$5,000.00 per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity).

a. Payment of any such additional compensation is based on time expended on the case by Attorney only. Time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the Counties.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide case, Attorney shall be required to submit a vendor warrant payment voucher to the JJC Administrator that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10th) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the Counties. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the Counties shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

13. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the Counties for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses

associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The Counties recognize, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the Counties would be obligated to pay and reimburse to employees of the Juvenile Justice Center under then-existing employee travel-related policies and rules.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the Counties that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the Counties. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the JJC Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the Counties shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A felony matters hereunder in the Juvenile Court Division that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If

Attorney is appointed to handle such a matter, Attorney may request that the Juvenile Court appoint one of the other Juvenile Court Civil Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Juvenile Court Civil Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Juvenile Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Juvenile Court would have the ultimate and inherent discretion and power to do so.

15. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the Counties and their elected/appointed representatives, officers, employees, and agents; and to hold the Counties and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the Counties or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the Counties) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the Counties or any of their elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the Counties only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

16. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this

Agreement; shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 16.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the Counties, the Juvenile Justice Center, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the Counties; and shall provide for waiver of subrogation rights as to the Counties.

(ii) The insurance policies required by this paragraph 16.b shall require that the insurance company provide the Counties with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 16.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 16.b until January 1, 2009, at which time such coverage must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the Counties and their respective then-designated Risk Managers with

copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 16, and Attorney shall annually provide the Risk Managers with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

17. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the Counties or the Juvenile Justice Center receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the person that describes and details the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the Counties and the JJC Administrator.

a. Upon receiving such complaint, the JJC Administrator, without limitation to any other action the Counties may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the Counties, the JJC Administrator, and the represented person within five (5) business days). The JJC Administrator shall immediately forward copies of the complaint and Attorney's response to the Juvenile Court's Supervising Judge and Court Commissioners ("Juvenile Court Bench") for their review and action they may deem necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The JJC Administrator shall follow-up with the Juvenile Court Bench within five (5) business days thereafter to confirm that the complaint has been, or is in the process of being, addressed and disposed of.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the Counties may deem necessary/appropriate, Attorney acknowledges that the Counties have the right to periodically ask, without limitation, the Juvenile Court Bench and/or the JJC Administrator and/or other attorneys and/or persons represented by Attorney to provide the Counties with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, however, such inquiry shall not be made of the person represented, absent a complaint from such person, during the course of representation.

18. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the Counties and/or the

Juvenile Justice Center relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

Further, in the event that the Juvenile Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the Counties and/or the Juvenile Justice Center relating to such substitute appointment(s).

b. In addition to the above-referenced automatic termination provisions, the Counties may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The Counties right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the Counties.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said sixty (60) day notice period.

d. In any event, consistent with the provisions of paragraph 11.c. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the Counties in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

19. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the Counties or the Juvenile Justice Center for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term,

is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the Counties, the Counties' Indigent Defense Coordinator, nor the Juvenile Justice Center shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

20. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 20.a. and 20.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Juvenile Court Civil Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Juvenile Court Civil Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the Counties for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the Bi-County Indigent Defense Coordinator on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law during the term of this Agreement and is unable to obtain the assistance of the other Juvenile Court Civil Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Counties and the JJC Administrator) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the Counties for such substitution(s).

(ii) Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 16 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

21. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the Counties may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Juvenile Court.

22. **OTHER APPOINTMENTS.** Except for the legal services Attorney has contracted to render under the above-mentioned contract with OPD, Attorney shall not enter into any other contract/arrangement to perform public defense or prosecution services in any court or jurisdiction unless Attorney obtains the prior express approval and authorization from the JJC Administrator and the Bi-County Indigent Defense Coordinator to do so, which decision shall be decided on a case-by-case basis in said individuals' sole and absolute discretion.

23. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than Juvenile Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the JJC Administrator's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the JJC Administrator's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

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

25. **CAPTIONS; TIME COMPUTATION.** The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ)

of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

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

27. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

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

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

30. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The Counties shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration in the Tri-Cities, Washington. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The Counties shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton-Franklin Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in superior court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses

from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in superior court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

31. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the Counties under this Agreement shall be in writing and shall be personally delivered to the Counties' respective Board of Commissioners or mailed to the Counties' respective Board of Commissioners via certified U.S. mail, postage prepaid, at the Boards' following respective addresses:

Benton County Board of Commissioners
620 Market St.
Prosser, WA 99350

Franklin County Board of Commissioners
1016 N. Fourth Ave.
Pasco, WA 99301

With a mandatory complete copy of any such notices to also be provided to:

Sharon A. Paradis
Benton-Franklin Juvenile Justice Center Administrator
5606 W. Canal Place, Ste. 106
Kennewick, WA 99336

Eric Hsu
Bi-County Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

b. Any notices required or permitted to be given by the Counties to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2 above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the Counties" with certain information or notice, such information or notice shall be provided to the Counties' respective Board of Commissioners unless

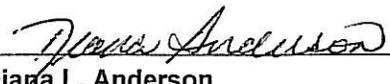
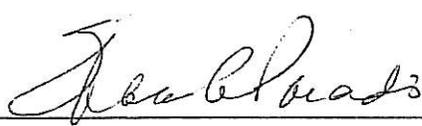
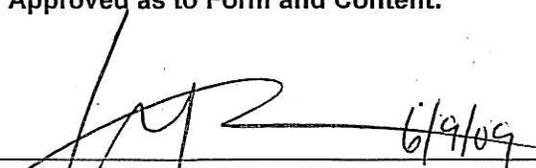
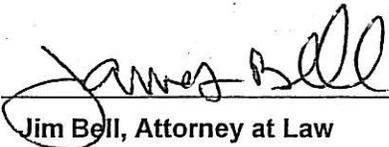
this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

32. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the Counties' respective policies that no person will be subjected to discrimination by the Counties or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

33. **PUBLIC INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the Counties have employed a Bi-County Indigent Defense Coordinator ("IDC") to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the Counties. Attorney further acknowledges that the Counties will have the right and discretion to direct and have the acting IDC assume and fulfill various roles and functions under this Agreement. Though the IDC will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the IDC to allow for the effective monitoring and evaluation of Attorney's performance under and compliance with this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

Attorney	Benton Franklin Counties Juvenile Justice Center
 _____ Diana L. Anderson	 _____ Sharon A. Paradis
6/5/09 _____ Date	6/18/09 _____ Date
Approved as to Form and Content:	Approved as to Form:
 _____ Eric Hsu, Attorney at Law Indigent Defense Coordinator	 _____ Jim Bell, Attorney at Law
6/9/09 _____ Date	5-20-09 _____ Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
By: _____ Name: <u>Max Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____

AGENDA ITEM:	Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE:	B-C 06/22/09 F-C 06/29/09		
SUBJECT:	Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

Commissioners: Content of contract same as consent item "j". Full contract information is available upon request. Thank you.....M Flores

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DARIN R. CAMPBELL, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Darin R. Campbell, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Darin R. Campbell.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709DRC002J

THIS AGREEMENT is entered into by and between **Darin R. Campbell**, attorney at law, Washington State Bar Association #21301 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent persons subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue

AGENDA ITEM:	Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED	
MEETING DATE:	B-C 06/22/09 F-C 06/29/09	Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT:	Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND SUSAN DARDEN HENWOOD, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Susan Darden Henwood, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Susan Darden Henwood.

**DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709SDH002J

THIS AGREEMENT is entered into by and between **Susan Darden Henwood**, attorney at law, Washington State Bar Association #33843 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **1st day of June, 2007**, and shall continue thereafter through and including the **31st day of December 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **324 W Kennewick Avenue, Kennewick, WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 582-3291**

M

AGENDA ITEM: Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B-C 06/22/09 F-C 06/29/09		
SUBJECT: Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee	
Reviewed By:	Sharon Paradis	

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

Commissioners: Content of contract same as consent item "j". Full contract information is available upon request. Thank you.....M Flores

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KEITH HILDE, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Keith Hilde, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman Pro Tem of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Keith Hilde.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709KH002J

THIS AGREEMENT is entered into by and between **Keith Hilde**, attorney at law, Washington State Bar Association #30369 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **23rd day of July, 2007**, and shall continue thereafter through and including the **31st day of December 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1776 Fowler St., Ste 21, Richland, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 736-9959**, and **(509)**

AGENDA ITEM: Personal Service Agreements with Juvenile Defense Panel		TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B-C 06/22/09 F-C 06/29/09			
SUBJECT: Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions			
Prepared By: Donna Lee Reviewed By: Sharon Paradis			

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

Commissioners: Content of contract same as consent item "j". Full contract information is available upon request. Thank you.....M Flores

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND LAURIE L. MAGAN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Laurie L. Magan, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Laurie L. Magan.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709LLM002J

THIS AGREEMENT is entered into by and between **Laurie L. Magan**, attorney at law, Washington State Bar Association #34086 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the **15th day of October, 2008** and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **PO Box 2897, Pasco, WA 99302**. Attorney's current local office telephone and fax numbers are **(509) 492-7628** and **(509) 545-1233** respectively; and Attorney's current office/work e-mail address is **maganlaw@earthlink.net**.

AGENDA ITEM:	Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE:	B-C 06/22/09 F-C 06/29/09		
SUBJECT:	Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

Commissioners: Content of contract same as consent item "j". Full contract information is available upon request. Thank you.....M Flores

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DONNA P. MANNION, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Donna P. Mannion, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Donna P. Mannion.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709DPM002J

THIS AGREEMENT is entered into by and between **Donna P. Mannion**, attorney at law, Washington State Bar Association #28278 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent persons subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue

P

AGENDA ITEM: Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED	
MEETING DATE: B-C 06/22/09 F-C 06/29/09	Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
SUBJECT: Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee	
Reviewed By:	Sharon Paradis	

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KATHLEEN L. MORENO, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Kathleen L. Moreno, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Kathleen L. Moreno.

**DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709KLM002J

THIS AGREEMENT is entered into by and between **Kathleen L. Moreno**, attorney at law, Washington State Bar Association #15725 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A.** The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B.** Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent persons subject to Civil Proceedings in the Juvenile Court Division.
- C.** Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue

AGENDA ITEM: Personal Service Agreements with Juvenile Defense Panel		TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other <u>XX</u>	CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B-C 06/22/09 F-C 06/29/09			
SUBJECT: Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions			
Prepared By: Donna Lee	Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND KARYN K. OLDFIELD, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Karyn K. Oldfield, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Karyn K. Oldfield.

**DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS**

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709KKO002J

THIS AGREEMENT is entered into by and between **Karyn K. Oldfield**, attorney at law, Washington State Bar Association #23053 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **PO Box 3071, Richland, WA 99352**. Attorney's current local office telephone and fax numbers are **(509) 371-9804** and **(509) 371-9804**, respectively; and Attorney's current office/work e-mail address is **karynoldfield@aol.com**.

AGENDA ITEM: Personal Service Agreements with Juvenile Defense Panel		TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution <u> </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B-C 06/22/09 F-C 06/29/09			
SUBJECT: Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions			
Prepared By: Donna Lee	Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JULIE A. OVENS, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Julie A. Ovens, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Julie A. Ovens.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

**BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO
INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION
CONTRACT #BFSC0709JAO002J**

THIS AGREEMENT is entered into by and between **Julie A. Ovens**, attorney at law, Washington State Bar Association #32316 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **5 W Alder St., Ste 238, Walla Walla, WA 99362-2863**. Attorney's current local office telephone and fax numbers are **(509) 525-2889** and **(509) 525-1464**, respectively; and Attorney's current office/work e-mail address is **juliedocket@hotmail.com**.

AGENDA ITEM:	Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE:	B-C 06/22/09 F-C 06/29/09		
SUBJECT:	Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND JARED D. PAULSEN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Jared D. Paulsen, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Jared D. Paulsen.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709JDP002J

THIS AGREEMENT is entered into by and between **Jared D. Paulsen**, attorney at law, Washington State Bar Association #32791 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal services to children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent persons subject to Civil Proceedings in the Juvenile Court Division.
- C. Attorney has also contracted directly and separately with the Washington Office of Public Defense to provide legal services to indigent parents and legal guardians who are parties to Civil Proceedings.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

AGENDA ITEM:	Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution — Pass Ordinance — Pass Motion — Other <u>XX</u>	CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE:	B-C 06/22/09 F-C 06/29/09		
SUBJECT:	Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND MARY S. POLAND, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the civil defense panel attorney, to-wit: Mary S. Poland, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Mary S. Poland.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709MSP002J

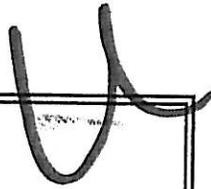
THIS AGREEMENT is entered into by and between **MARY S. POLAND**, attorney at law, Washington State Bar Association #33599 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A. The Counties have the legal responsibility to provide legal defense services to indigent legal guardians and children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Counties' Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- B. Attorney is engaged in the private practice of law, has direct experience in representing persons in Civil Proceedings and contested family law matters, and desires to contract with the Counties to provide legal services to indigent persons subject to Civil Proceedings in the Juvenile Court Division.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the date it has been executed by all necessary signatories, and shall continue thereafter through and including the **31st day of December, 2009**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

AGENDA ITEM:	Personal Service Agreements with Juvenile Defense Panel	TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution <u> </u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other <u>XX</u>	 CONSENT AGENDA XX PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE:	B-C 06/22/09 F-C 06/29/09		
SUBJECT:	Juvenile Defense Panel Personal Service Agreements including truancy coverage provisions		
Prepared By:	Donna Lee		
Reviewed By:	Sharon Paradis		

BACKGROUND INFORMATION

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board hearings as well as in court. However, their current Professional Service Agreements for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, do not include coverage of the truancy dockets and boards. Therefore, new defense panel personal service agreements are required to include the additional scope of work.

SUMMARY

These personal service agreements replace existing defense panel personal service agreements and include provisions for coverage of truancy dockets and truancy boards.

RECOMMENDATION

I recommend that the Board of Commissioners approve and sign the Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

FISCAL IMPACT

The cost of services for the Professional Service Agreements is provided for within the current budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Service Agreement for Legal Representation of indigent individuals in Benton and Franklin Counties Superior Court, Juvenile Division, as written.

Commissioners: Content of contract same as consent item "j". Full contract information is available upon request. Thank you.....M Flores

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS IN BENTON AND FRANKLIN COUNTIES SUPERIOR COURT, JUVENILE DIVISION, BETWEEN THE JUVENILE JUSTICE CENTER AND DANIEL STOVERN, and,

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Professional Service agreement between the Juvenile Court and the criminal defense panel attorney, to-wit: Daniel Stovern, be approved as presented; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county the Professional Service Agreement between the Juvenile Court and the defense panel attorney, to-wit: Daniel Stovern.

DATED this 22nd day of June 2009
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 29th day of June 2009
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Dennis D. Yule
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON-FRANKLIN COUNTIES JUVENILE COURT DIVISION CONTRACT #BFSC0709DS002J

THIS AGREEMENT is entered into by and between **Daniel Stovern**, attorney at law, Washington State Bar Association #40253 ("Attorney"); and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

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

- A.** The Counties have the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the Counties' respective jurisdictional boundaries.
- B.** Attorney is a recent law school graduate who has successfully been admitted to the Washington State Bar and now engaging in the private practice of law in the Tri-Cities, Washington.
- C.** Attorney desires to contract with the Counties to provide legal services to indigent persons subject to various legal proceedings in the Juvenile Division of the Counties' respective Superior Courts (the "Juvenile Court Division" or "Juvenile Court").
- D.** Attorney needs some additional direct experience litigating cases involving persons charged with criminal offenses, and Attorney and the Counties recognize the need to create an opportunity and process for Attorney to gain that experience without compromising the rights and interests of represented indigent clients via limiting the number and types of cases appointed to Attorney for a period of time and via having an experienced attorney also under contract with the Counties to provide criminal defense services in Juvenile Court directly and independently mentor Attorney and supervise and report on Attorney's performance and progress under this Agreement.

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE CURRENT EXPENSE FUND NUMBER 0000-101, FROM DISTRICT COURT, DEPARTMENT 111 TO THE OFFICE OF PUBLIC DEFENSE, DEPARTMENT 136

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

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File, OPD, J Lahtinen

Gerry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court Dept Name: Office of Public Defense
 Fund Name: Current Expense Fund Nbr: 0000-101
 TRANSFER FROM: Dept 111 TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400.	4101	Legal Services	\$369,800	512.818.	1565	Public Defense Attorney I	\$28,606
				512.818.	1566	Public Defense Attorney I	\$28,606
				512.818.	2102	Social Security (FICA)	\$4,377
				512.818.	2103	Medical Insurance	\$12,643
				512.818.	2104	Retirement	\$4,568
				512.818.	3101	Office Supplies	\$3,370
				512.818.	4301	Travel	\$750
				512.818.	4201	Postage	\$300
				512.818.	4503	Rental Office Equipment	\$800
				512.818.	4101	Legal Services	\$285,780
TOTAL			\$369,800	TOTAL			\$369,800

Explanation:
 Transfer appropriated funds from District Court to the Office of Public Defense for implementation of an in-house attorney program and to facilitate direct billing of participating cities for legal expenses.

Prepared by: Denise Gerry Date: 16-Jun-2009
 Approved Denied Date: _____

_____ Chairman
 _____ Member
 _____ Member

RESOLUTION

W

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE CONSTRUCTION OF
THE RESTROOM ADDITION TO THE CONCESSION BUILDING LOCATED AT THE
BENTON COUNTY HORN RAPIDS PARK

WHEREAS, Benton County entered into a contract on March 23, 2009 with Fowler General Construction, Richland, WA for the construction of a restroom addition to the concession building located at the Benton County Horn Rapids Park, per Resolution 09-194; and

WHEREAS, the Facilities Manager determined the project has reached completion; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts this project complete.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: SURFACE TRANSPORTATION PROJECT FUNDS FOR THE PRELIMINARY ENGINEERING AND CONSTRUCTION OF BENTON COUNTY HORSE HEAVEN VISTA CE 1849 CRP

WHEREAS, it is the intention of Board of County Commissioners to have Benton County Horse Heaven Vista reconstructed; and

WHEREAS, the Construction Contract bid amount, was lower than the Engineer's Estimate; and

WHEREAS, the Federal Funding participation percentage is 100%; and

WHEREAS, the county will no longer need to match the Federal Funds, so the Supplement can be reduced and the remaining funds are being redistributed for utility work and contract administration, and a new Local Agency Agreement Supplement No 2 has been created to show the new figures; NOW THEREFORE,

BE IT RESOLVED that the Chairman is hereby authorized to sign said Supplement Number 2 Local Agency Agreement.

Dated this 22nd day of June, 2009.

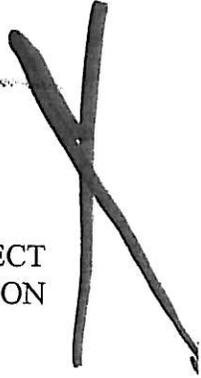
Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

SWB:lss





Agency <u>BENTON COUNTY</u>		Supplement Number <u>2</u>
Federal Aid Project Number <u>STPE- 2003 (067)</u>	Agreement Number <u>LA 6167</u>	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency desires to supplement the agreement entered into and executed on AUGUST 1, 2006

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Project Description

Name BENTON COUNTY HORSE HEAVEN VISTA IMPROVEMENTS Length N/A

Termini N/A

Description of Work No Change

Reason for Supplement

Construction Contract was bid under Engineer's Estimate. Remaining funds to be redistributed for utility work and contract administration

Does this change require additional Right of Way or Easements? Yes No

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
<u>100</u> % a. Agency			0.00		
b. Other Non Participating	50,000.00	0.00	50,000.00	50,000.00	
c. Other					
Federal Aid Participation Ratio for PE d. State	1,000.00		1,000.00	0.00	1,000.00
e. Total PE Cost Estimate (a+b+c+d)	51,000.00		51,000.00	50,000.00	1,000.00
Right of Way					
<u> </u> % f. Agency					
g. Other					
Federal Aid Participation Ratio for RW h. Other					
i. State					
j. Total RW Cost Estimate (f+g+h+i)					
Construction					
k. Contract	362,000.00	-85,000.00	277,000.00		277,000.00
l. Other Non Participating	50,000.00	-50,000.00	0.00		
m. Other Utilities		60,000.00	60,000.00		60,000.00
n. Other					
<u>100</u> % o. Agency		25,000.00	25,000.00		25,000.00
Federal Aid Participation Ratio for CN p. State	5,000.00		5,000.00		5,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	417,000.00	-50,000.00	367,000.00		367,000.00
r. Total Project Cost Estimate (e+j+q)	468,000.00	-50,000.00	418,000.00	50,000.00	368,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____

By _____

Title CHAIRMAN, BENTON COUNTY COMMISSIONERS

Director of Highways and Local Programs

Date Executed _____

RESOLUTION

Y

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: PAVEMENT MARKING 2009 - CE 1924 SMP

WHEREAS, it is the intention of the Board of County Commissioners to upgrade various County roads by the application of pavement markings; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is authorized to schedule and advertise a bid date for Pavement Marking 2009 - CE 1924 SMP.

Dated this 22nd day of June 2009.

Chairman

Chairman Pro-Tem

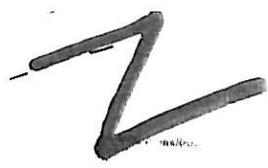
Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:NWC:slc

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Presidential Disaster Declaration #FEMA-1825-DR-WA provides funds for the repair or restoration of damaged public facilities and a Public Assistance Grant Agreement will be required for said funding; and

WHEREAS, the Board of Benton County Commissioners adopted the Public Assistance Grant Agreement-Emergency Disaster Assistance Funds for the Severe Winter Storms Event by Resolution 09-216; and

WHEREAS, the 2009 Session of the Washington State Legislature addressed funding the non-federal share of the eligible costs of the December 12, 2008 to January 5, 2009, Severe Winter Storms Event; and

WHEREAS, the non-federal share of the eligible costs will be equally split between the state and the County as follows: funding will be 75 percent federal funds, 12.5 percent state funds and 12.5 percent local funds; and

WHEREAS, an Amendment to the Grant Agreement must be signed; **NOW, THEREFORE**

BE IT RESOLVED that the Amendment to the Public Assistance Grant Agreement-Emergency Disaster Assistance Funds for the Severe Winter Storms Event is hereby approved, and the Chairman is authorized to sign the Amendment on behalf of Benton County.

Dated this 22nd day of June, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Replace these numbered paragraphs of the original agreement with the following new paragraphs:

SPECIAL TERMS AND CONDITIONS

ARTICLE I – COMPENSATION SCHEDULE

1. FUNDING

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

Pursuant to the FEMA-STATE AGREEMENT, the Federal Emergency Management Agency (FEMA) will contribute 75 percent of the eligible costs for any eligible project and 100 percent of the administrative costs, as provided for in subsection 3.E. of Article I of this Public Assistance Grant Agreement. *The DEPARTMENT will commit to 12.5 percent and the APPLICANT will commit to the remaining 12.5 percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA 1825-DR-WA, subject to the following exception:*

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

See Attachment #1 – Project Worksheet sample.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>June 22, 2009</u> Subject: <u>Bid for Card Lock Service for Gasoline and Diesel Fuel</u> Prepared by: <u>slc</u> Reviewed by: <u>LJM</u>	Execute Agreement _____ Pass Resolution <u>XXX</u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda _____ Public Hearing <u>XXX</u> 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

By resolution dated Monday, February 23, 2009, the Board of County Commissioners authorized the County Engineer to prepare bid call for the purchase of – Card Lock Service for Gasoline and Diesel Fuel. There were ten requests for bid packages mailed to the prospective bidders. On Monday, June 15, 2009, at 2:00 p.m., local time, bids were opened. Wondrack Distributing, Inc, Kennewick, Washington submitted the only bid received.

After reviewing their bid package, Wondrack Distributing, Inc. does meet all the requirements of the Request for Bids including the types of fuel offered, the location of their fueling facilities within close proximity to the Benton County’s two main business locations, and the availability of restroom facilities at each location.

SUMMARY

The bid submitted by Wondrack Distributing, Inc. has met all the requirements of the Request for Bids and therefore should be awarded the contract.

RECOMMENDATION

The Benton County Public Works Manager recommends that the contract be awarded to Wondrack Distributing, Inc., Kennewick, Washington.

FISCAL IMPACT

Funds are budgeted and available in each county department’s 2009 budget for fuel purchases.

MOTION

Award the contract for – Card Lock Service for Gasoline and Diesel Fuel.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL

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

WHEREAS, only one bid was received as set forth in the attached tabulation; and

WHEREAS, after careful review of the bid submitted the Public Works Manager recommends award of the contract to WONDRACK DISTRIBUTING, INC., Kennewick, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County with Card Lock Service for Gasoline and Diesel Fuel be awarded to WONDRACK DISTRIBUTING INC.

Dated this 22nd day of June, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

bb

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO A TECHNICAL SUPPORT AGREEMENT WITH EFFICIENCY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, the Benton County Sheriff's Office has had a Technical Support Agreement with Efficiency Inc. to support the interrogation equipment since 2006; and

WHEREAS, the current Technical Support Agreement expires on July 20, 2009; and

WHEREAS, the cost of continuing the Technical Support Agreement is \$1,535 plus WSST (not including chargeable services under the agreement) for the period of July 21, 2009 through July 20, 2010; and

WHEREAS, the Benton County Sheriff's Office wishes to continue the Technical Support Agreement with Efficiency Inc.; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the attached Technical Support Agreement with Efficiency Inc. for a contract amount of \$1,535 plus WSST with a total amount payable not to exceed \$3,535 plus WSST; and

BE IF FURTHER RESOLVED that the term of the attached Technical Support Agreement commences July 21, 2009 and expires on July 20, 2010.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, PA (Rosemary), Efficiency

Prepared by: K Mercer

Efficiency Inc. Technical Support Agreement

AS an Efficiency, Inc. technical support contract customer, "Benton County Sheriff Office" will receive (1) one-year from **07/21/09-07/20/10** (term of agreement) which includes:

- Full parts and labor warranty both hardware & software with replacement of parts that are defective or become worn in the course of normal use.
- Calls for service during normal business hours will be returned in less than 4 business hours. Service issues not resolvable remotely will result in priority dispatch for onsite service. A dispatch fee of \$100 applies for each onsite service call over 75 miles from Efficiency, Inc.
- ****Labor and parts required as a result of improper use, mishandling or damage through accident or unauthorized service performed by anyone other than our service department will be chargeable (see Rates for Chargeable Service Under Contract below).**
- Service will be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.
- On-site education after initial installation & training.
- Unlimited calls from 8:00 a.m. to 5:00 p.m. PST to Efficiency Inc. **excluding** holidays and weekends.
- Electronic logging of issues and questions to FTR (email & Web) 24 hours per day.
- Unlimited access to the FTR Knowledge Base.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Free downloads of service packs and minor version upgrades.
- Full version upgrades at a reduced cost (during promotion period).
- Automatic renewal invoice is sent 30+ days prior to expiration of the term of the agreement. Payment must be received prior to expiration of the term of agreement to avoid cancellation of contract. Lapsed service agreements require on-site inspection at customers expense before contract can be re-instated.

**Rates for Chargeable Service Under Contract

- Contract Hardware/Software On-Site Service Rate:
\$125.00 per hour on-site, plus \$100.00 per hour travel and parts.
- Contract Hardware/Software Shop Rate:
Minimum shop charge is \$125.00 per hour, plus parts and shipping. Shop charge applies to carry-in and mail-in.
- Non-Contract Telephone Support Rate:
\$125.00 per hour billed in 15 minute increments at \$31.25.

Please Note

- All customer account balances must be current before local service/support will be provided.
- Pricing is subject to change without prior notice for chargeable services and renewals are subject to 2% annual increase.
- Customers not covered by a Support Agreement will be charged the standard rate of \$185.00 per hour on-site, plus \$100.00 per hour travel, parts and applicable expenses, during normal business hours.

Customer Signature & Date

Janice M. Castle 6/16/09

Efficiency, Inc. & Date

After signing please fax back to Karri Boerner at 206-768-2806...Thank You.

**Benton County Sheriff Office
 Charles Kissler
 7122 W Okanogan #B
 Kennewick, WA 99336
 206-236-3571**

**Customer: 20074
 Reference: MA.00636
 Mileage: 223 miles*
 Renewal Date: 07/21/10**

Customer has had a maintenance contract since 2006.
 Accessories and supplies are excluded from maintenance agreement.
 Equipment covered on maintenance agreement:

<u>Equipment</u>	<u>Serial Number</u>	<u>Amount</u>
Interrogator 3.3 W/Log Notes	000IT330E00003	\$1535.00

Digital Video Capture Card
 BOSCH Flexidome Hi-Res Minidome Camera
 Power Supply/Camera
 Boundary Mic

***For customers outside of a 75 mile radius of Seattle, a dispatch fee of \$100.00 will be charged for each on-site service call.**

Should you have any questions, we can be reached at:

Office: 206-768-2800
 Toll-Free: 888-768-2888
 Fax: 206-768-2806

Sales: Frank Romero fromero@Eff-inc.com
 Service: Mark Needham mneedham@Eff-Inc.com
 Frank Romero fromero@Eff-Inc.com
 Support: Karri Boerner karrib@Eff-Inc.com
 Owner: Jan Castle jcastle@Eff-Inc.com

Efficiency, Inc. is celebrating its' 55TH year in business and we look forward to a continued relationship with your organization.

Renewals are subject to 2% annual increase.

Please Note: Payment must be received by the contract renewal date listed above to avoid cancellation of contract. Once a contract has lapsed it will require an on site inspection at customers expense before contract can be re-instated.

**Thank You,
 Efficiency, Inc.**

CC

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EIGHT (8) NORIX MAX-MASTER EIGHT SEAT TABLE 60" DIAMETER FROM NORIX GROUP INC. FOR THE BENTON COUNTY JAIL FACILITY, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF CUSTODY 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 tables and chairs used inside the Jail are wearing out and need to be replaced; and

WHEREAS, the Benton County Sheriff's Office purchased eight (8) Norix Max-Master Eight Seat Table 60" diameter from Norix Group Inc. in February 2009 per Resolution 09-139 to test the functionality and durability of the table and chairs; and

WHEREAS, the Benton County Sheriff's Office is pleased with the functionality and durability of the tables and chairs and wishes to purchase another eight (8) Norix Max-Master Eight Seat Table 60" diameter; and

WHEREAS, the Benton County Sheriff's Office consulted the vendors list and found Norix Group Inc. as the only company on the vendor list that offers the Norix Max-Master Eight Seat Table 60" diameter; and

WHEREAS, Norix Group Inc. provided a quote in the amount of \$10,292.80 excluding WSST, but includes shipping, for (8) Norix Max-Master Eight Seat Table 60" diameter; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing eight (8) Norix Max-Master Eight Seat Table 60" diameter from Norix Group Inc, West Chicago, IL; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Jail Captain's recommendation and hereby authorizes the purchase of eight (8) Norix Max-Master Eight Seat Table 60" diameter from Norix Group Inc, West Chicago, IL in the amount of \$10,292.80 excluding WSST with the total amount payable not to exceed \$10,400.00 excluding WSST.

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, Al Thompson,



Norix Group, Inc
1000 Atlantic Drive - West Chicago, IL 60185-5101 -
Phone: 630-231-1331 - Fax: 630-231-4343 - Email: furniture@norix.com

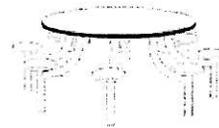
QUOTE

To: Benton County Sheriff's
Sharon Felton
Phone: (509)783-1451
Fax: (509)736-3054
Email: sharon_felton@co.benton.wa.us
Re: Norix Max-Master table quote you requested via the internet

Date	Quote #
06/16/09	WA061609-11

Terms	Quoted By:	Ship Via
NET 30 Upon Approval	Jan Overstreet	Common

Qty	Description	Unit Net Price	Ext. Price
8	Norix Max-Master Eight Seat Table - 60" Diameter Laminate Top-Black Slammer Stone Edge 8 Legs: 3" Dia, Black, Glide 8 Seats: Super Slammer Stone - To Be Determined Model: MX6000-8PT	\$1,164.60	\$9,316.80



- Seat Color Selections:
- Blue Grey Plum
 - Buff Slate Blue
 - Fog Grey Teal
 - Mahogany Black

FREIGHT: Standard dock delivery West Chicago, IL to Kennewick, WA Shipping & Handling \$976.00

Attention: Freight includes Shipping & Handling charges for common carrier with standard dock delivery and requires the use of your personnel and equipment for unloading. If you require 24 hour notification, exact day delivery, unloading assistance, inside delivery, or special assistance, please contact Norix before the scheduled shipment date as there will be additional charges.

Does not include applicable taxes or installation Total \$10,292.80

Delivery: 6 to 8 weeks after receipt of order, or sooner.

Your Local Representative: John Bradley or Susan Smith of Rocky Mountain Consultants @ 801-860-7806;

This Quotation is valid for 30 days and is subject to the Standard Terms and Conditions stated in the Norix Group Price List dated January 1, 2009. The Standard Terms and Conditions follow.

Thank you for allowing Norix the privilege of quoting your requirements.

Ship To: _____ Accepted By: _____
 Address: _____ P.O. Number _____
 _____ Tax Exempt? (please circle) Yes or No
 Contact: _____ Tax Exempt #: _____
 Phone: _____ Requested Delivery Date: _____

Bill To (if different from above): _____
 Address: _____
 Contact: _____
 Phone: _____

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

9:05

RECEIVED
MAR 17 2009
BENTON COUNTY
COMMISSIONERS

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.

From: Steven Keane
To: Marilu Flores
Date: 6/18/2009 2:01 PM
Subject: Re: agenda item 06/22/09

9:15

Marilu,

Sorry, I did not complete any background information on the 2009 JAG Grant. This is the same JAG Grant that we receive each year. We share the funding with Kennewick and Richland PD. Our portion, when approved is \$8,832. We plan on purchasing a lap top computer for our Detective Assigned to the Violent Crimes Task Force. The remaining funds will be used to purchase 5 additional Tasers.

Steve Keane
Bureau Captain
Benton County Sheriff's Office
7122 W. Okanogan Pl., Bldg A
Kennewick, WA 99336
(509) 735-6555 ext. 3266
steven.keane@co.benton.wa.us

>>> Marilu Flores 6/18/2009 1:04 PM >>>

I did not receive any backup for Monday's on JAG Grant. Was there anything for Commissioners to review?....Marilu

Marilu Flores
Administrative Secretary
Benton County Commissioners Office
PO Box 190
Prosser WA 99350
(509) 786-5600 - office
(509) 786-5625 - fax

9:20

RESOLUTION

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

IN THE MATTER OF APPROVING CASE MANAGEMENT SOFTWARE SUBSCRIPTION WITH JUSTICE WORKS, LLC

WHEREAS, the Benton County Office of Public Defense has, as previously approved by the Board, hired two full-time Public Defense Attorneys and will assign these defense attorneys to District Court dockets;

WHEREAS, these defense attorneys will need appropriate software infrastructure to track their assigned cases, case events, case information, court dates and necessary actions on individual cases in order to be effective at providing the legal services they will be charged with providing;

WHEREAS, after substantial research, the Indigent Defense Coordinator has concluded that Justice Works, through their product DefenderData, provides the best value for the money, is substantially less expensive than its competitors, and provides features most appropriate for the mission of the Benton County Office of Public Defense;

WHEREAS, DefenderData is a "hosted solution" that does not require the purchase or maintenance of any infrastructure or other hardware by County;

WHEREAS, funds necessary to pay for this subscription are already available in the Office of Public Defense's current budget;

NOW THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of County Commissioners is authorized to sign the attached subscription agreement with Justice Works, LLC to utilize the DefenderData program.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

"LICENSEE"

"LICENSOR"

Name: Benton & Franklin Counties Off of Public Defense

Name: Justice Works, LLC

Address: 7122 W. Okanogan Pl. Bldg. A Kennewick, WA 99336 84010-8235

Address: 598 W. 900 S. , Suite 107 Woods Cross, UT

EFFECTIVE DATE:

1. **Grant of License.** Justice Works, LLC ("Licensor") hereby grants to Licensee, and Licensee accepts from Justice Works, LLC, a Utah Limited Liability Company, a limited, personal, nonexclusive, nontransferable, nonassignable license to use the Licensor's defenderData Software Program and related documentation (hereinafter the "Licensed Software," as defined in Exhibit A attached hereto and made a part of this Agreement), in machine-readable source and object code formats, at any designated number of Workstations, or designated Site(s), as the case may be, subject to and in accordance with the terms, conditions and limitations of this Agreement.

2. **Scope of License.** Licensee agrees that it will use the Licensed Software hereunder only in connection with its own firm and, it will not, without the express written permission of Justice Works, sell, lease, or otherwise provide or make available the Licensed Software to any third party. For purposes of the foregoing, Licensee's "own firm" shall include Licensee's affiliates as identified in the attached Exhibit A.

3. **Payment Terms.**

(a) **License Fees.** License fees will be based on the monthly subscription fees (the "Monthly Subscription Fees") and the license initiation fee (the "Initiation Fee") as provided in Exhibit A.

(b) **Term Commitment.** Licensee commits to and agrees to pay the Monthly Subscription Fees described in the attached Exhibit A ("Term Commitment").

(c) Justice Works shall invoice Licensee monthly for the License Subscription Fees. All invoiced fees are due 30 days from the date of Justice Works's invoice and are non-refundable. If Justice Works does not receive the full invoiced amount within thirty (30) days of the invoice date, an additional one-point-five percent (1.5%) (or the highest amount allowed by law, whichever is lower) per month will be added to

the unpaid balance of the Licensee and shall be immediately due and payable to Justice Works. Licensee shall also be liable for any and all reasonable attorneys' fees and costs of collection arising from Justice Work's efforts to collect any unpaid balance of Licensee's account.

4. **License Activation Date.** The License Activation Date shall be the date that Licensee receives the Licensed Software or the Effective Date of this Agreement, whichever is later.

5. **Duration and Termination**

(a) **Duration.** Unless terminated earlier as provided elsewhere in this Agreement, Justice Works will continue to provide the Licensed Software for as long as the Licensee continues to pay the Monthly Subscription Fees during the Term defined in Exhibit A ("Term"). In the event that Licensee continues to license the Licensed Software past the Term, it shall continue only on a month to month basis, with either party having the right to terminate the Agreement at any time upon thirty (30) days prior written notice to the other party, unless terminated earlier as provided elsewhere in this Agreement. During any such extended period of this Agreement, Justice Works, at its option, may invoice Licensee at the fee rates contained in this Agreement or at fee rates being charged other licensees for the Licensed Software at that time.

(b) **Voluntary Termination.** Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days prior written notice. Should Licensee terminate this Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by Justice Works, Licensee shall be responsible for the payments specified in Section 5(e).

(c) **For Breach.** Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such

breach within thirty (30) days after written notice of such breach. Without limiting the generality of the foregoing, failure to make any payment to Justice Works when due is a material breach of this Agreement on the part of Licensee. Should Justice Works, as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e). No payments shall be required under Section 5(e) if Licensee terminates this Agreement before completion of the Term Commitment as a result of a material breach by Licensor.

(d) Effect of Termination. Within ten (10) days after termination of this Agreement, Licensee shall uninstall the Licensed Software and return the Licensed Software with all copies and all documentation to Justice Works.

(e) Early Termination Charges. The fees, rates and discounts set forth in this Agreement are based on Licensee's commitment to license the Licensed Software for the entire Term Commitment. Licensee understands and agrees that it is impossible to calculate Justice Work's loss if the Agreement is terminated prior to the end of the Term Commitment. Therefore, to compensate Justice Works for such loss, and not as penalty, Licensee shall -- in the case of voluntary termination pursuant to Section 5(b) or Justice Work's termination pursuant to Section 5(c) -- pay an early termination charge. The early termination charge shall equal the average of the Monthly Subscription Fees incurred to date multiplied by the number of months remaining in the Term Commitment. The early termination charge shall be paid by Licensee within thirty (30) days after the date of Justice Work's invoice therefore.

(f) Other Charges. Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by Justice Works prior to the termination of this Agreement, as the case may be.

6. License Not a Sale. The license pursuant to this Agreement does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in Justice Works. Nor shall Licensee acquire any right or interest in the Licensed Software as a result of any changes to, modifications of or additions to the Licensed Software made by Licensee.

7. Software Maintenance Justice Works shall have

no obligation to provide modifications or enhancements to the Licensed Software except as may be provided in a separate maintenance agreement. Defects encountered in the software or data will be remedied by Justice Works. Failure to remedy critical defects within 30 days of the defect report is a material breach of this Agreement on the part of Justice Works and shall entitle Licensee to immediately terminate this Agreement without resorting to the notice requirements imposed by Section 5(c) herein.

8. User Registration. Each qualified "user" of the Licensed Software will be assigned a separate login name by Justice Works or Licensee. It is Licensee's responsibility to keep all login names and passwords secret. Licensee agrees that each registered user account will be used by one person at a time. Licensee agrees that its registered users may not use another registered user's account without the specific consent of that registered user.

9. Warranties. For so long as Licensee licenses the Licensed Software from Justice Works, Justice Works warrants that the Licensed Software will substantially conform to its documentation provided to Licensee via email dated April 23, 2009; provided, however, that Justice Works may void this warranty if Licensee (i) augments or alters the Licensed Software or causes or allows any other person to do so; (ii) fails to install any upgrade, enhancement, fix or release of the Licensed Software made available by Justice Works; or (iii) fails to keep its payments to Justice Works current.

10. DISCLAIMERS.

(a) DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY. EXCEPT AS WARRANTED IN SECTION 9, LICENSEE EXPRESSLY AGREES THAT USE OF THE LICENSED SOFTWARE IS AT ITS SOLE RISK. THE LICENSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER JUSTICE WORKS NOR ANY SUPPLIER, LICENSOR, EMPLOYEE, AGENT, OR CONTRACTOR MAKES ANY ADDITIONAL WARRANTY WHATSOEVER REGARDING THE LICENSED SOFTWARE, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE LICENSED SOFTWARE, OR ANY RESULTS TO BE OBTAINED THROUGH THE USE THEREOF, AND JUSTICE WORKS HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL

SUPPLIERS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION: ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; AND 7) TITLE. LICENSEE FURTHER AGREES THAT JUSTICE WORKS SHALL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, ERROR, OMISSION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(b) LICENSEE REMEDIES. LICENSEE'S REMEDIES SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO JUSTICE WORKS BY OR ON BEHALF OF LICENSEE FOR LICENSING THE LICENSED SOFTWARE IN THE 12 MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE. JUSTICE WORKS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF JUSTICE WORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MODIFICATIONS MADE TO THE LICENSED SOFTWARE BY LICENSEE OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES.

(c) Alternative. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages and, as such, some portion of the above limitation may not apply to Licensee. In such jurisdictions, Justice Works's liability is limited to the greatest extent permitted by law.

11. Proprietary property of Justice Works.

(a) Licensee acknowledges that the Licensed Software, including all documentation, all screens and formats used in connection therewith, are the exclusive proprietary property of Justice Works, and, except as required by law or court order, Licensee shall not publish, disclose, display, provide access to or otherwise make available any Licensed Software

or documentation thereof, or any screens, formats, reports or printouts used, provided, produced or supplied from or in connection therewith, to any person or entity other than an employee or agent of Licensee without the prior written consent of, and on terms acceptable to, Justice Works, which consent shall not be unreasonably withheld; provided, however, that Licensee may disclose to a governmental or regulatory agency or to customers of Licensee any information expressly prepared for disclosure to such governmental or regulatory agency or to such customers of Licensee. Except as required by law, Licensee shall not disclose Licensee's use of Licensed Software in any advertising or promotional materials without the prior written consent to disclose such use, and approval of such materials, by Justice Works.

(b) Licensee acknowledges that the Licensed Software is highly confidential proprietary information and trade secrets of Justice Works, the unauthorized disclosure of any part of which would result in serious injury to Justice Works. Licensee shall take reasonable precautions to maintain the security and confidentiality of the Licensed Software, which precautions shall not be less stringent than those employed, or those that reasonably should be employed, by Licensee to protect its own most proprietary information.

(c) This License Agreement and the terms hereof are confidential, and no information concerning the same shall be disclosed without written consent of the parties, except as may be necessary to conform to generally accepted accounting principles and to comply with applicable laws and regulations.

(d) The obligations of this Paragraph 11 shall survive termination of this Agreement. Licensee understands that the unauthorized publication or disclosure of any Licensed Software or copies thereof, or the unauthorized use of the Licensed Software, would cause irreparable harm to Justice Works for which there is no adequate remedy at law. Licensee therefore agrees that in the event of such unauthorized disclosure or use, Justice Works may, at its discretion and at Licensee's expense, terminate this Agreement after mediation as set forth below, obtain immediate injunctive relief in a court of competent jurisdiction, or take such other steps as it deems necessary to protect its rights. If Justice Works, in its reasonable, good faith judgment, determines that there is a material risk of such unauthorized disclosure or use, it may demand immediate assurances, satisfactory to Justice Works,

that there will be no such unauthorized disclosure or use. In the absence of such assurance, Justice Works may take such steps as it deems necessary and may, in addition, terminate this Agreement, but only after submitting the controversy to mediation pursuant to paragraph 12(a). The rights of Justice Works hereunder are in addition to any other remedies provided by law.

(e) In the event Licensee intentionally and willfully engages in any unauthorized use, disclosure or application of the Licensed Software, or willfully and intentionally permits or causes the unauthorized use, disclosure or application of the Licensed Software, Licensee shall forfeit its rights to use the Licensed Software under this Agreement or any other agreement between Licensee and Justice Works, together with all payments made under this Agreement or any other agreement, cease all use of the Licensed Software, and return all copies of the Licensed Software, and all documentation, in any form, to Justice Works or its successor. Justice Works may, at Licensee's expense, take such lawful steps as it deems necessary to preserve the security of the Licensed Software and prevent Licensee's further use thereof.

(f) The rights of Justice Works under this Agreement supplement and are not in lieu of any other remedies provided by law or in equity. In addition, Licensee shall be liable for all of Justice Works' costs and attorneys' fees in connection with the pursuit by Justice Works of any remedy provided or permitted by this Agreement, unless otherwise specified.

12. Dispute Resolution.

(a) Any dispute between the parties arising under or relating to this Agreement that cannot be resolved by the parties themselves shall be submitted to mediation in Kennewick, WA, administered by and conducted in accordance with the Rules of Commercial Mediation of the American Arbitration Association. Each party will bear its own costs in the mediation, including attorneys' fees, and one-half the cost of the mediator.

(b) Any dispute that remains unresolved after mediation will be resolved by final and binding arbitration in Kennewick, WA before a single arbitrator conducted by and in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. The arbitrator shall not be the same person as the mediator. Each party shall bear its own costs in the arbitration, including

attorneys' fees, and each party shall bear one-half of the cost of the arbitrator.

(c) The arbitrator shall have the authority to award such damages as are not prohibited by this agreement and may, in addition and in a proper case, declare rights and order specific performance, but only in accordance with the terms of this Agreement.

(d) Any party may apply to a court of general jurisdiction to enforce an arbitrator's award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining and satisfying such order, including reasonable attorneys' fees.

~~(e)~~

13. General

(a) Waiver of Breach. The fact that one party excuses or overlooks a breach of any provision of this Agreement by the other party does not mean that such party excuses any other breach or waives its right to remedy any other breach by the other party.

(b) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Justice Works or its assigns or successors.

(c) Governing Law. This Agreement shall be applied and construed according to the laws of the State of Washington without regard to conflicts of laws provisions thereof.

(d) Severability. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken.

(e) Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, unless otherwise specified herein.

(f) Jurisdiction. By entering this Agreement, both parties agree to and do hereby submit to the personal jurisdiction of the courts in or for the State of Washington in the event any legal action is commenced by either party or its successors or assigns to enforce any rights arising hereunder.

(g) Headings. The headings in this Agreement are for convenience only and shall not be used to alter or limit the interpretation of any provision hereof.

(h) Entire Agreement. This Agreement, together with all schedules, exhibits and amendments hereto, constitutes the entire agreement of the parties and supersedes all prior discussion and correspondence between them with respect to the subject matter hereof. No modification of this Agreement shall be effective unless the same is in writing and signed by both parties.

(i) Joint and Several Obligations. All Licensee payment obligations shall be made on the basis of joint and several liability for such obligations. Licensee agrees that it has received adequate consideration in connection with the respective obligations hereunder.

(j) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail or commercial overnight delivery service, with provisions for a receipt, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing).

(k) Venue. In the event of litigation between the parties, venue shall be proper only in the Courts of Benton County, Washington.

IN WITNESS WHEREOF we have set our hand as of the date first noted above.

LICENSEE: _____

LICENSOR: Justice Works, LLC

By: _____

By: _____

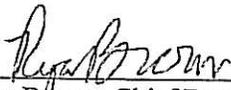
Title: _____

Chairman, Benton County Board
of County Commissioners

Date: _____

Date: _____

Approved as to Form:



Ryan Brown, Chief Deputy
Prosecuting Attorney

EXHIBIT A

Page 1 of 1

1. Description of Software:

The defenderData Client software is a Case/Docket Management solution designed specifically for indigent defense Attorneys. In addition to a robust case/docket management system, many useful features are integrated, including:

- Event Calendaring
- Built-in Document Editor
- Document Templates
- Auto-Document Generation
- Alerts and Tasks
- Reporting
- Conflict Management
- Administrative Tools
- Flexible Security System

The system infrastructure is designed for scalability to meet the needs of implementations of varying sizes. Active defenderData implementations range from Private Attorneys up to very large Public Defender Offices having hundreds of Attorneys.

The system utilizes a traditional client/server architecture. In this environment, all transactions are processed on the server and only the results are returned to the local machine. This reduces the amount of network traffic between the server and the client machine, improving network performance. Other advantages include:

- Centralized Resources - Dependable Backup System
- Improved Security - All Connections Secured & Encrypted
- Server Level Administration
- Scalable Network - Powerful Servers & Unlimited Bandwidth
- Server Side Backups - No Data Loss
- Failover and Redundancy - Zero Downtime Reliability

2. Price of Software Subscription and License Initiation Fee

A.	License Initiation Fee	\$	750.00
B.	Monthly Software Subscription	\$	2.00 Per New Case Opened (Minimum \$50 per month)

3. Term & Term Commitment

- A. Term
- The Agreement shall commence on the date of the final execution thereof, and it shall continue for a period of thirty-six (36) months from the date of License Activation.

B. Term Commitment

Initiation Fee and thirty-six (36) months' Monthly
Subscription Fees

4. Customer Installation Site(s)

A. Main Site Address:

7122 W Okanogan Pl, Bldg A
Kennewick, WA 99336

9:25 AM

Indigent Defense Ordinance

E Hsu

No submittal provided

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
Meeting Date :	June 22, 2009	Execute Contract :	_____	Consent Agenda
Subject :	Roza Int. Safety	Pass Resolution :	_____	Public Hearing
Prepared by :	NWC	Pass Ordinance :	_____	1st Discussion :
Reviewed by :	_____	Pass Motion :	_____	2 nd Discussion :
		Other :	_____	Other : Proj. Update

9:40

BACKGROUND INFORMATION

HDR Engineering was selected to conduct a traffic safety study in the Roza Area of Benton County. They have prepared a draft scope of work to be completed. I have attached the draft scope of work for review.

SUMMARY

Please make recommendations regarding scope of work for the study. Once the scope has been agreed upon the consultant will prepare a final Consultant Agreement for board approval and work will begin.

RECOMMENDATION

Review and direct staff regarding proposed scope of work for the Roza Area Safety Study.

FISCAL IMPACT

The estimated time and material cost for this version would be approximately \$86,000. This is based upon using WSDOT's Standard Local Agency Agreement with HDR's overhead rate at the federal audit rate.

The number of meetings with the Citizen Advisory Committee (CAC) and the public meetings can be reduced to lower the estimated cost, and/or we could combine the first CAC and staff kickoff meeting. Other work outlined in the Scope can also be adjusted.

MOTION

N/A

DRAFT

SCOPE OF WORK ROZA AREA ROAD AND INTERSECTION SAFETY IMPROVEMENTS STUDY

PROJECT DESCRIPTION

The Benton County roads lying within the Study area, hereinafter referred to as the Roza Area which is bounded on the west by County Line Road, on the east by District Line Road, on the south by I-82 or the Yakima River and on the north by Snipes Road, continue to experience what is perceived by residents of this area to be a disproportionate number of traffic accidents, some with fatal results. The purpose of this project is to study the causes of accidents within the Roza Area by collecting and assembling information from the County, public and others; reviewing selected intersections or road sections for possible safety improvements; evaluating the information; and developing both technical and non-technical traffic safety recommendations or strategies based upon the findings directed toward the goal of reducing the frequency and/or severity of traffic accidents within this area. The Scope of Work describes the tasks the Consultant will provide in working to meet this traffic safety improvement goal.

ASSUMPTIONS

Since all aspects of the project are not known, the Scope of Work and associated fee for the engineering services to be provided is based upon a number of assumptions. These assumptions are as follows:

- Benton County will provide upon request by the Consultant road inventory and traffic accident data for the Roza Area. A majority of this data is available in the County's data base program *Mobility*, but may be supplemented with other County provided information. The Consultant will confirm the data for selected intersections or road sections only.
- Benton County will provide HDR access to or an electronic copy of the County's most recent aerial images for the study area.
- Traffic data currently available from the County will be utilized. The Scope of Work does not include the making of traffic counts or performing topographic surveys.
- The project work is study and conceptual only. No designs for recommended improvements will be provided by the Consultant without a negotiated amendment.
- The Roza Area is too large to perform an in-depth study and evaluation for all road sections or intersections. For scoping purposes, on-site field evaluations are limited to no more than twenty (20) intersections and ten (10) total miles of

county road in sections no less than ½ mile in length, and the evaluation of historical accident/collision reports shall not exceed one-hundred (100) reports and be limited to those reported within the last ten (10) years.

- Public Meeting notices will be prepared by HDR but will be advertised and distributed by the County.
- Study information will be provided for posting by the County on the County's website.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

Consultant shall assemble available data and provide public involvement, study, and evaluation services to prepare recommendations and strategies with the goal to improve traffic safety in the Roza Area, the findings to be presented in a final written Report.

The Report shall utilize the following documents or publications for comparison or evaluation purposes:

- *Benton County Design Standards For the Construction of Roads and Bridges*
- *Washington State Department of Transportation (WSDOT) Local Agency Guidelines and the local agency standards contained therein.*
- *American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets*
- *WSDOT Design Manual*
- *Manual of Uniform Traffic Control Devices (MUTCD)*
- *AASHTO Roadside Design Guide*

The tasks included in this Scope of Work are:

- Task No. 1 - Assemble Data
- Task No. 2 - Public Involvement and Stakeholder Meetings
- Task No. 3 - Study & Evaluation
- Task No. 4 - Prepare Report of Findings
- Task No. 5 - Public Buy-In
- (Optional) Task No. 6 - Grant Assistance

Task No. 1 - Assemble Data

The first task will be to conduct a kick-off meeting with County staff to determine extent and location of data, and to assemble available inventory data for the Roza Area. *Mobility*, an inventory system developed by the County Road Administration Board for counties, will be utilized to obtain basic inventory information such as road and shoulder widths, road lengths, functional classification, average daily traffic (ADT), the type of traffic, and traffic accident/collision information. This data will be supplemented with additional information available from the County which may not be available in *Mobility* to include right of way widths, additional accident/collision reports and previously calculated accident frequency rates. The assembly of data will also include obtaining copies of previous County traffic safety related studies or information

within the area. For public meeting informational purposes an aerial base map which shows road classifications, ADT's, the general location and type of recorded accidents, accident frequency rates at suspected higher accident locations, and the type and location of intersection control will be created. The base map will also show the general location of traffic generators (base of operation for farming and trucking companies, wineries and etc.) provided by the County.

Task No. 2 - Public Involvement and Stakeholder Meetings

2.1- Gather Project Insight

To gain additional insight and to determine additional areas or issues of focus (Hot Spots) HDR will conduct one (1) public meeting. This public meeting will be in an open house type format attended by the HDR Team. Copies of the aerial base map will be available for viewing by the public during this meeting, however, the primary purpose of the meeting being for the Team to listen to those most familiar - the area road users- about the traffic safety issues, locations of concern, and suggested solutions. In addition to the public meetings, the HDR Team will conduct a group interview with each of the following groups: County Roza Area road maintenance personnel, Roza Area school bus drivers, and law enforcement representatives assigned to patrol the Roza Area. These public employees are on the frontline, may have firsthand knowledge of near misses, may have opinions on what should be done, and, therefore, represent an untapped resource. HDR will also contact by telephone interview up to twenty (20) significant area road users identified by the County.

The input gained from the meetings, telephone interviews and the assembled data will be used to determine Hot Spots for further study.

2.2- Citizen Advisory Committee

HDR will work with a County appointed Citizen Advisory Committee (CAC). Four (4) scheduled meetings are planned with the CAC: one near the beginning of the study process to explain the study and evaluation process HDR plans to follow and to discuss issues of concern; one to obtain input on suggested non-technical solutions; one to review initial findings; and the final planned meeting near the completion with the purpose being to achieve CAC acceptance. Each scheduled CAC meeting will be preceded by a meeting with County staff.

The CAC will serve as a sounding board and discussion group during the study and evaluation phase. Also, the CAC, in conjunction with the County staff, will be utilized to confirm the Hot Spots, and suggest area sensitive criteria for use by HDR in the evaluation process. The CAC will review the results of the evaluation process and HDR's recommendations before formal submission of the findings to the County and the public. HDR will work to

establish trust and a mutual understanding of the issues, costs, and possible negative outcomes if some CAC and public solutions are implemented.

Task No. 3 - Study & Evaluation

The study and evaluation is an evolving process as insight of the issues and Hot Spots is gained by the Team. The technical evaluation will include a field review of the identified study area Hot Spots and will include the collection or confirmation of the following for these spots or road sections:

- Assembled inventory data will be field verified
- Horizontal and vertical alignments reviewed
- Approximate road cross and side slopes determined
- Possible sight obstructions noted
- Potential roadside obstacles identified
- Condition of road and signs, or absence thereof noted
- Visual review of traffic accident report(s) if description is available
- Photo documentation of areas of concern noted by team members

Verified and newly collected data will be entered into an Excel spreadsheet. The evaluation will compare the existing road features and geometrics to current recognized design and safety standards for the functional class of the roadway. The evaluation will also include the opinion of the reviewers of potential factors that may have contributed to each traffic accident and not necessarily reported. County-provided GIS data and aerial photography will be used to prepare visual exhibits for suggested improvements and, combined with the inventory database, to arrive at the rough order of magnitude costs for these improvements for each Hot Spot studied.

Non-technical solutions will also be determined following the completion of Task 2.1 and the beginning of Task 2.2 above. Non-technical solutions will be presented by HDR to the CAC for initial evaluation and a determination of what solutions are worth pursuing further. The suggestions will include non-technical solutions considered by other agencies. Non-technical solutions can include focused public education, public outreach and presentation programs, development of mailers and/or brochures, informational signing, exhibits at public events, establishment of an on-going County Traffic Safety Committee, increased enforcement, and other suggested solutions. The cost for most non-technical solutions would be ongoing, but HDR will provide a summary of the estimated annual cost to implement the solutions deemed worthy by the CAC.

Task No. 4 - Prepare Report of Findings

The study and evaluation process will provide a list of possible improvement projects with technical solutions. The list of projects will be summarized in three (3) categories based upon estimated cost (low, medium, and high) and include an opinion on the ability or ease of implementation. HDR will prepare a Draft Report of the initial findings of the study & evaluation process for approval by

both the CAC and the County. The Draft Report will include a brief description of each project studied with photos, the list of potential projects, the estimated cost to implement each project on the list, and will identify potential funding sources. The Draft Report will also include a discussion of the non-technical solutions considered by HDR, the County, and the CAC with recommendations, examples for publications, and the estimated cost for implementation.

The Draft Report will be presented to the Board of County Commissioners by HDR before Task No. 5 - Public Buy-In. Modifications of significance requested by the Board will be made and presented to the CAC before presentation of the findings and Final Report to the public.

Task No. 5 - Public Buy-In

During the entire study process HDR will strive to achieve an understanding and buy-in of the findings by the public, the CAC and the County. The findings, supported by both the CAC and the County, will be presented to the public in an open public forum. HDR will ask a representative of the CAC to lead the discussions and presentation. The goal of the study or findings contained in the Final Report is to provide a compilation of available information of record and from those most affected - the road user - as evaluated by traffic safety professionals, the County, and concerned citizens but, more importantly, to provide a guide or framework for the County to follow to improve traffic safety within the Roza Area.

(Optional) Task No. 6 - Grant Assistance

Using available resources and the knowledge of the HDR Team, HDR will explore various sources or programs for funding traffic safety improvement projects, identify those the County may be successful in applying for, and assist the County in the completion of the application(s).

DELIVERABLES

The following will be prepared during the study process and provided to the County at the conclusion:

- Aerial Exhibit of Study Area prepared for the Public Meetings
- Public Meeting notices
- Public information for posting on County's website
- Minutes of CAC Meetings
- Excel spreadsheet of inventory and accident data assembled, and confirmed for Hot Spots
- Six (6) copies of the Draft and Final Report