

**July 20, 2009**

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
July 13, 2009, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Absent:** Commissioner Leo Bowman (vacation)

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kely; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; DPA Ryan Brown; Bryan Thorp, Public Works; Harriet Mercer, Assessor's Office; Duane Davidson, Treasurer; Mike Shuttleworth, Planning Manager; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Pat Powell, Auditor's Office.

Approval of Minutes

The Minutes of July 6, 2009 were approved.

Other Business

The meeting of July 27, 2009 was cancelled.

Review Agenda

Item "h" was revised to change the wording from Assessor's Office to Treasurer's Office.

Consent Agenda

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

Central Services

a. Service Agreement w/Embarq for Expansion of Telephone System at Richland Auditor

Clerk

b. Line Item Transfer, Fund No. 0000-101, Dept. 106

Commissioners

- c. Line Item Transfer, Fund No. 0305-101, Dept. 000
- d. Line Item Transfer, Fund No. 0153-101, Dept. 000
- e. Canvassing Board Appointment

Coroner

- f. Service Agreement w/J Reynolds, MD, for Forensic Pathologist Services

Facilities

- g. Third Service Agreement Amendment w/Varsity Contractors, Inc.
- h. Award of Treasurer's Office Remodel to Fowler General Construction
- i. Service Agreement Amendment w/Haworth Office Furniture for Office of Public Defense

Office of Public Defense

- j. Professional Services Agreement w/Salvador Mendoza, Jr.

Parks

- k. Service Agreement w/Fowler Construction for Garage & Storage Facility at Horn Rapids

Roads/Engineer

- l. Line Item Transfer, Fund No. 0101-101, Dept. 500

Sheriff

- m. Line Item Transfer, Fund No. 0000-101, Dept. 121
- n. Agreement w/Day Wireless for Radio Maintenance

Chairman Benitz stated the 9:05 a.m. item was cancelled.

**City of Kennewick – Southridge Area Partnership**

Bob Hammond and Marie Mosley, City of Kennewick presented information to the Board regarding a local revitalization financing program created by SSB 5045 and asked Benton County to consider becoming a partner in the program.

Mr. Hammond described it as tax increment financing based on new construction within a designated area and the City had targeted the Southridge area. He said they were specifically asking to put together an interlocal agreement with Benton County for the program and estimated there would be about \$85,000 available from Benton County property and sales tax to contribute to this project.

He said the application would need to be in place before Sept. 1 and it was a first come, first served program. Additionally, he stated the law required the County let them know by July 15 if they decided to opt out of the program.

Commissioner Beaver said he would be willing to do what they could to facilitate this project and requested Mr. Sparks to work with Mr. Hammond and put together an interlocal agreement.

Chairman Benitz said he concurred and requested that Mr. Sparks work on a letter to confirm the County's acceptance.

The Board briefly recessed, reconvening at 9:30 a.m.

**Executive Session – Quarterly Litigation Update**

The Board went into executive session at 9:30 a.m. with DPA Ryan Brown to discuss the 2<sup>nd</sup> quarter update for pending litigation for approximately 15 minutes.

Also present were Melina Wenner, Loretta Smith Kelty, David Sparks and Cami McKenzie. The Board came out at 9:43 a.m. Mr. Brown stated that no action was taken.

The Board briefly recessed, reconvening at 9:45 a.m.

**Yakima River Basin - Water Enhancement Project Update**

Commissioner Benitz provided background information from the last meeting with the Bureau of Reclamation and the working group regarding the Yakima River Basin Water Enhancement Project. He said they had requested each member identify an alternate and he requested that Adam Fyall be named as his alternate. Commissioner Beaver agreed.

The Board briefly recessed, reconvening at 9:55 a.m.

**Other Business**

**Executive Session – Potential Litigation**

The Board went into executive session with DPA Ryan Brown at 9:55 a.m. for approximately 10 minutes to discuss pending litigation. Also present were David Sparks, Cami McKenzie, Mike Shuttleworth, Loretta Smith Kelty and Melina Wenner. The Board came out at 9:59 a.m. and Mr. Brown stated that no action was taken.

**Vouchers**

Check Date: 07/02/2009  
Taxes #: 10109071-10109073  
Warrant #: 928295-928333  
Total all funds: \$1,854,947.45

Check Date: 07/02/2009  
Warrant #: 224204-224366  
Direct Deposit #: 45580-46149  
Total all funds: \$1,987,273.96

Check Date: 07/10/2009  
Warrant #: 928456-928679  
Total all funds: \$2,814,611.46

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

**Claim for Damages**

CC 09-18: Received on July 7, 2009 from Alan Hooper.

**Resolutions**

- 09-464 Service Agreement w/Embarq for Expansion of Telephone System at Richland Auditor
- 09-465 Line Item Transfer, Fund No. 0000-101, Dept. 106
- 09-466 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 09-467 Line Item Transfer, Fund No. 0153-101, Dept. 000
- 09-468 Service Agreement w/J Reynolds, MD, for Forensic Pathologist Services
- 09-469 Third Service Agreement Amendment w/Varsity Contractors, Inc.
- 09-470 Award of Treasurer's Office Remodel to Fowler General Construction
- 09-471 Service Agreement Amendment w/Haworth Office Furniture for Office of Public Defense
- 09-472 Professional Services Agreement w/Salvador Mendoza, Jr.
- 09-473 Service Agreement w/Fowler Construction for Garage & Storage Facility at Horn Rapids
- 09-474 Line Item Transfer, Fund No. 0101-101, Dept. 500
- 09-475 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 09-476 Agreement w/Day Wireless for Radio Maintenance

There being no further business before the Board, the meeting adjourned at approximately 10:00 a.m.

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Clerk of the Board

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Chairman

Q

# RESOLUTION

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

**IN THE MATTER OF APROVING A PROFESSIONAL SERVICES AGREEMENT WITH NORMA RODRIGUEZ TO PROVIDE LEGAL REPRESENTATION IN THE CASE OF STATE OF WASHINGTON V. DONALD SCHALCHLIN IN BENTON COUNTY SUPERIOR COURT**

**WHEREAS**, Benton County and Norma Rodriguez, Attorney at Law, desire to enter into a professional services agreement to provide legal defense services to defendant Donald Schalchlin in the case presently pending in Benton County Superior Court and entitled State of Washington v. Donald Schalchlin;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Benton County Commissioners hereby approves the attached Professional Services Agreement to Provide Legal Representation in State of Washington v. Donald Schalchlin, Contract # BCSC0800NR001H1.

Dated this \_\_\_\_ day of July, 2009

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION  
in STATE OF WASHINGTON V. DONALD SCHALCHLIN  
CONTRACT# BCSC0800NR001H1**

**THIS AGREEMENT** is entered into by and between **NORMA RODRIGUEZ** attorney at law, Washington State Bar Association #22398 ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries and specifically has the legal responsibility to provide legal defense service to defendant Donald Schalchlin ("Defendant") in the case presently pending in Benton County Superior Court and entitled "State of Washington v. Donald Schalchlin ("Case") with the assigned case number of 08-1-00857-0.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to Defendant in the case referenced above.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of the filing date of Case in Superior Court and shall continue thereafter, through and including the date when Case is affirmatively concluded either with a dismissal of the case or the entering of a final Judgment and Sentencing unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Provided that if restitution is not agreed to and a restitution hearing is required, then the date of such hearing shall comprise the date when this matter is affirmatively concluded.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 7502 W. Deschutes Place, Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are (509) 783-5551 and (509) 783-1151, respectively; and Attorney's current office/work e-mail address is [norma@rodriguezlawwa.com](mailto:norma@rodriguezlawwa.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 greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater 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 Benton County Indigent Defense Coordinator ("IDC") or designee, the Benton County Prosecuting Attorney, and the Benton County Superior Court Administrator ("Superior Court Administrator").

c. The County prefers 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 with or from represented persons.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes 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 trial experience in felony criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous Benton County personal service agreement for indigent defense services; 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 filed and pending against him/her. These requirements may be reviewed with the IDC or designee by written request.

(i) This Agreement may be subject to review pursuant to paragraph 19 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 censured, 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 County within five (5) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint 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 County 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 County 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. 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.

4. **FILE RETENTION.** Attorney agrees to and shall represent Defendant 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 plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, 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), and post-conviction reviews.

a. Attorney shall compile and maintain appropriate case records for this Case. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

b. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the IDC or designee 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 Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

5. **COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder for the duration of the Case, Attorney shall be compensated at the rate of one hundred dollars (\$100) per hour. The total compensation paid to Attorney shall not exceed the cumulative sum of thirty thousand dollars (\$30,000) absent an amendment to this agreement or an appropriate order of the Court. Once the billings reach the cumulative sum of thirty thousand dollars (\$30,000), the parties shall confer about the financial status of the case and an amendment shall be executed if appropriate

b. Payment of any such 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 County.

b. As a precondition to Attorney being paid the above-mentioned compensation, Attorney shall be required to submit a vendor warrant payment voucher to the IDC or designee that descriptively sets forth and details the total number of hours (documented and stated in one-tenth (1/10<sup>th</sup>) 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 County. 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 compensation is sought under this paragraph, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

6. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County 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 County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to the 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 the then existing system for approving such expenses as set out by the IDC or designee. 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 County would be obligated to pay and reimburse to employees of the Benton County Superior Court 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 County 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) or other such form utilized by the IDC or designee, 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 County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the IDC's or designee's review and final approval for payment. Attorney shall submit such payment vouchers to the IDC or designee within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

7. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents 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 County or any of its 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 County) 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 County or any of its 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 County 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.

8. **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 County 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 8(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 County, the Benton County Superior Court, and its 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 County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 8(b) shall require that the insurance company provide the County 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 8(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.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 8, and Attorney shall annually provide the Risk Manager(s) 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).

## 9. **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 County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

b. In addition to the above-referenced automatic termination provisions, the County 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 County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In any event, 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 County 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.

10. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court 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, disability act coverage or 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 County, the County's IDC or designee, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

11. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** 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.

12. **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.

13. **CAPTIONS; TIME COMPUTATION.**

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.

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

15. **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.

16. **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.

17. **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.

18. **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 County 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 pursuant to RCW Chapter 7.04A. 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 County 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 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.

19. **NOTICES.**

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

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

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

Patricia J. Austin  
Benton-Franklin Counties Superior Court Administrator  
7122 West Okanogan Place, Building A  
Kennewick, WA 99336

Loretta Smith Kelty  
Deputy County Administrator  
Benton-Franklin Counties Office of Public Defense  
7122 West Okanogan Place, Building A  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County 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 County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

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

21. **INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the County has employed an IDC or designee to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under indigent defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the IDC or designee to assume and fulfill various roles and functions under this Agreement. Though the IDC or designee 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 or designee to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

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

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

BENTON COUNTY

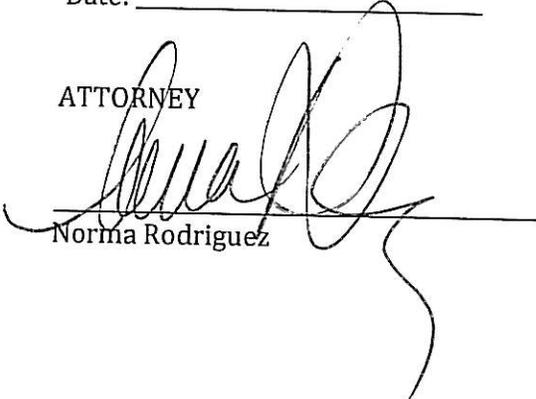
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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

ATTORNEY

  
\_\_\_\_\_  
Norma Rodriguez

b

# RESOLUTION

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

**IN THE MATTER OF THE TEMPORARY PEDESTRIAN BRIDGE AGREEMENT BETWEEN BENTON COUNTY AND BENTON FRANKLIN FAIR ASSOCIATION**

**WHEREAS**, the Benton Franklin Fair Association and Benton County entered into an agreement to lease facilities as described in the Fairground Lease dated January 1, 2006 for the purpose of an agricultural fair; and

**WHEREAS**, the Benton Franklin Fair Association desires to have a temporary pedestrian bridge over the horse racing track between Sundown's seating area and the rodeo bleachers, and

**WHEREAS**, the Benton County Administrator recommends entering into an agreement with the Benton Franklin Fair Association for the erection and removal of a temporary pedestrian bridge; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Benton County Administrator to sign the agreement between Benton County and Benton Franklin Fair Association attached hereto.

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

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

**TEMPORARY PEDESTRIAN BRIDGE AGREEMENT  
BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, the Benton Franklin Fair Association, a non-profit corporation organized under the laws of the State of Washington, hereinafter the LESSEE, and Benton County a political subdivision of the State of Washington, hereinafter COUNTY, entered into an agreement to lease Facilities as described in the Fairgrounds Lease dated January 1, 2006 and recorded at 2006-009867 for the purpose of an agricultural fair.

WHEREAS, LESSEE desires to have a temporary pedestrian bridge (hereinafter referred to as "Bridge"), over the horse racing track between Sundowns seating area and the Rodeo bleachers, hereinafter referred to as the BRIDGE;

WHEREAS the parties agree that this agreement should not be construed as a leasehold improvement, and instead, constitutes an amendment to the above referenced lease agreement whereby LESSEE is permitted to erect and utilize personal property during the term of the lease with the recognition that COUNTY will not exercise any authority over the use, erection or maintenance of the personal property; **NOW, THEREFORE,**

**IT IS HEREBY MUTUALLY RESOLVED**, that the COUNTY and LESSEE agree to the following conditions regarding the proposed installation of the BRIDGE.

**1. Purpose**

LESSEE, pursuant to all terms and conditions herein, shall erect and remove a temporary pedestrian bridge between the Sundowns seating area and the Rodeo bleachers and the COUNTY, shall allow, pursuant to all terms and conditions, herein, the erection and removal of said temporary pedestrian bridge. The bridge shall be constructed, erected, and maintained in a workmanlike manner in compliance with applicable codes and/or industry standards. Construction shall substantially utilize the materials and manner of construction specified in LESSEE's proposal attached as exhibit 1.

**2. Temporary Pedestrian Bridge**

LESSEE will obtain, assemble, affix and construct the Bridge pursuant to the terms and conditions herein, and, by the date specified below, LESSEE shall disassemble, remove and deconstruct the Bridge pursuant to the terms and conditions herein.

**3. Timeline**

LESSEE will assemble and construct the Bridge after August 1, 2009. LESSEE will disassemble and remove the BRIDGE from the grandstands/bleachers prior to August 31, 2009 and move it to a location as approved to in writing by the COUNTY. If the BRIDGE is not disassembled and removed from the grandstands/bleachers area prior to August 31, 2009, the COUNTY will perform any and all disassembly and removal of the BRIDGE and LESSEE will reimburse the COUNTY for any and all costs associated with removal.

#### **4. Permitting**

LESSEE shall obtain all necessary licenses and permits required to assemble, affix, construct, disassemble, remove and deconstruct the BRIDGE, including but not limited to an engineer's inspection report for safety. LESSEE shall provide a copy of the report to the COUNTY by August 15, 2009. LESSEE shall be solely responsible, at all times the bridge is in place, for conducting any maintenance or checks to ensure that the bridge remains safe for pedestrian use, and remains in compliance with any applicable codes or ordinances.

#### **5. Funding**

LESSEE shall pay all costs, fees, and/or expenses associated with the performance of this Agreement including construction, removal and maintenance of the bridge.

#### **6. Labor**

LESSEE will provide all labor to perform this Agreement.

#### **7. Hold Harmless and Indemnification**

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

In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the LESSEE, anyone directly or indirectly employed by, or volunteering for, 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 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.

The LESSEE'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 LESSEE, the LESSEE'S employees, agents or volunteers.

#### **8. Insurance**

LESSEE shall ensure that each volunteer or employee who performs any work on the installation, construction, erection, deconstruction or maintenance of the bridge is covered under a workman's compensation policy through the Department of Labor and Industries during all periods of time covered by this agreement. No volunteer or employee of LESSEE who is not so

covered shall perform any work related in any way to the installation, construction, erection, deconstruction or maintenance of the bridge.

Lessee shall obtain, and maintain in force throughout the period of work contemplated by this agreement, commercial general liability insurance in the amount of no less than \$1,000,000 per accident or incident with a general aggregate limit of \$2,000,000.

a. Additional insurance terms:

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

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

(3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured. Specifically, the policies shall not exclude contractual liability pursuant to the indemnification and hold harmless provisions contained in section 7 of this agreement.

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

(5) The LESSEE'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 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.

(7) The LESSEE 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 LESSEE'S liability coverage is written as a claims made policy, then the LESSEE 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.

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

(1) The LESSEE shall furnish the LESSOR with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance no less than ten (10) days prior to the commencement of the work contemplated in this agreement. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the LESSOR. Any certificate or endorsement limiting or negating the insurer's obligation to notify the LESSOR of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The LESSEE shall furnish the LESSOR with evidence that the additional insured provision required above has been met. This proof must be in the form of an insurance certificate as well as the endorsement pages of the policy showing the LESSOR as an additional insured.

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

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

Loretta Smith Kelty/Caroline Bowen  
Benton County Fairgrounds  
1500 S. Oak Street Building #20  
Kennewick, WA 99337

(5) The LESSEE or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the LESSOR.

## 9. Independent Contractor

- a. The LESSEE'S services shall be furnished by the LESSEE as an independent contractor and not as an agent, employee or servant of the LESSOR. The LESSEE specifically has the right to direct and control LESSEE'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The LESSEE shall have and maintain complete responsibility and control over all of its volunteers, employees, agents, and representatives. No volunteer, employee, agent, or representative of the LESSEE shall be or deem to be or act or purport to act as an employee, agent, or representative of the LESSOR or of Benton County, and no volunteer, employee, agent or representative of the LESSEE shall claim or otherwise assert rights to any benefits, including, but not limited to, accident insurance, worker's compensation benefits, pay, medical insurance, or fringe benefits, which are actually, or customarily, given to employees, or agents of the LESSOR or Benton County.

**10. Fairgrounds Lease Incorporation**

The parties specifically agree herein that they shall be bound by all the terms and conditions of the aforementioned Fairgrounds Lease in execution of this Agreement.

**BENTON COUNTY**

**BENTON FRANKLIN FAIR ASSOCIATION**

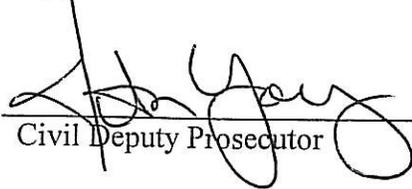
\_\_\_\_\_  
David Sparks, County Administrator

Date:

\_\_\_\_\_  
Doug Elliot, President

Date:

**Approved as to Form**

  
\_\_\_\_\_  
Civil Deputy Prosecutor

C

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF TRANSFERRING FUNDING WITHIN THE HUMAN SERVICES BUDGET TO FUND THE HOUSING CASE MANAGER POSITION

**WHEREAS**, a Joint Resolution signed by the Boards of the Commissioners of Benton and Franklin Counties (Benton County Resolution No. 09-352 and Franklin County Resolution No. 2009-210) established a position and salary grade for a Housing Case Manager; and

**WHEREAS**, Part II, Section C of Benton County's Budget Policies states that Board approval is required to transfer funding into a budget line for a new position; and

**WHEREAS**, this position will be filled prior to the next supplemental budget request process and funded with grant funds from the newly implemented Housing Opportunity for Persons With Aids (HOPWA) contract; **NOW THEREFORE**

**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: Human Services; file

Ransom



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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Grant # WA0072C0T010801 with US Department of Housing and Urban Development (HUD)	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The United States Department of Housing and Urban Development (HUD) would like to renew the Shelter Plus Care Grant with the Benton and Franklin Counties Department of Human Services.

**SUMMARY**

**Award:** \$89,448

**Period:** November 1, 2009 through October 31, 2010.

**Funding Source:** United States Department of Housing and Urban Development

**RECOMMENDATION**

- Sign the resolution to accept the proposed amendment.
- 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 United States Department of Housing and Urban Development. **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 the Shelter Plus Care Grant Renewal #WA0072C0T010801 and authorize the Chairs to sign on behalf of the Boards.

# JOINT RESOLUTION

Benton Co. Resolution No. \_\_\_\_\_

Franklin Co. Resolution No. \_\_\_\_\_

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

**IN THE MATTER OF EXECUTION OF AN AGREEMENT FOR THE RENEWAL OF GRANT #WA0072C0T010801 BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES.**

**WHEREAS**, the Department of Human Services would like to continue receiving grant funding from the US Department of Housing and Urban Development for Shelter Plus Care, and

**WHEREAS**, the consideration for this grant is for a maximum consideration of \$89,448.00; and

**WHEREAS**, the Grant shall be effective for the period November 1, 2009 through October 31, 2010; NOW THEREFORE

**BE IT RESOLVED** that the Board of Benton 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 Board of Benton County Commissioners.

Dated this . . . day of . . . . ., 2009

Dated this . . . day of . . . . ., 2009

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County 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

cc: Human Services  
Franklin Co. Commissioners

Carey

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

**COPY**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement #PSA-CI-2009/11 with Columbia Industries	<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 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services would like to execute an Agreement with Columbia Industries to provide janitorial services for 10 Transitional manufactured homes located at 925 North Elm Street in Pasco. CI will provide monthly cleanings and move out cleaning services for the homes.

**SUMMARY**

**Award:** Consideration will be a flat rate of \$300 for the general monthly cleaning services and \$50 per hour for move out cleaning services as requested. On call services provided for each call out will be \$60 for the first hour and \$50 for each additional hour.

**Period:** May 1, 2009 through April 30, 2011

**Funding Source:** Greater Columbia Behavioral Health

**RECOMMENDATION**

- Sign the resolution to accept the proposed amendment.
- 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 Greater Columbia Behavioral Health. **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-CI-2009/11 and to authorize the Chairs of Benton and Franklin Counties to sign on behalf of the Boards.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF AGREEMENT #PSA-CI-2009/11 BETWEEN COLUMBIA INDUSTRIES AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, this Agreement with Columbia Industries is to provide janitorial services for 10 Transitional manufactured homes located at 925 North Elm Street in Pasco. CI will provide monthly cleanings and move out cleaning services for the transition homes; and

**WHEREAS**, Consideration will be a flat rate of \$300 for the general monthly cleaning services and \$50 per hour for move out cleaning services as requested. On call services provided for each call out will be \$60 for the first hour and \$50 for each additional hour, and

**WHEREAS**, the amendment is effective May 1, 2009 and remains effective until April 30, 2011, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign Agreement #PSA-CI-2009/11' on behalf of the Board of Benton and Franklin County Commissioners.

Dated this . . . day of . . . . ., 2009

Dated this . . . day of . . . . ., 2009

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Chair, Franklin County 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

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Professional Services Agreement #PSA-CI-2009/11**

This Agreement is made and entered into by and between Benton and Franklin Counties, hereinafter referred to as "Counties" and the provider identified below, hereinafter referred to as the "Contractor."

Counties Contact Information:

Carrie Huie-Pascua, Director  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: [carriehp@gov.wa.co.benton-franklin.us](mailto:carriehp@gov.wa.co.benton-franklin.us)

Contractor Contact Information:

Rich Foeppe, Chief Executive Officer  
Columbia Industries  
900 S. Dayton Street  
Kennewick, WA 99336  
Phone: 509.582.4142  
Fax: 509.586.3825  
E-Mail: [richf@columbiaindustries.com](mailto:richf@columbiaindustries.com)

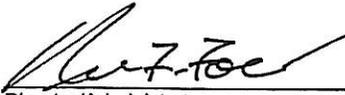
Agreement Start Date ..... May 1, 2009  
Agreement End Date ..... April 30, 2011

Consideration ..... See Compensation Section

Attachments incorporated into this Agreement  
Attachment "A" – Scope of Work

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

  
\_\_\_\_\_  
Director/Administrator                      Date      9/30/09

\_\_\_\_\_  
Board of Directors (if applicable)                      Date

For Benton County:

\_\_\_\_\_  
Benton County Commissioners                      Date

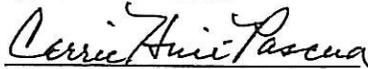
\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

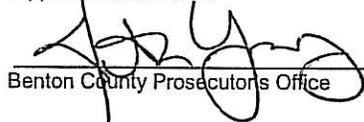
\_\_\_\_\_  
Franklin County Commissioners                      Date

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

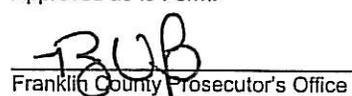
Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

**AGREEMENT FOR JANITORIAL SERVICES  
AGREEMENT #PSA-CI-2009/11**

**THIS AGREEMENT**, 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 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Columbia Industries**, with its principal offices at 900 S. Dayton Street, Kennewick, WA 99336 (hereinafter "Contractor").

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

1. **Agreement Documents:** This Agreement consists of this agreement and the following Exhibits, which are incorporated herein by this reference:
  - 1.1. Exhibit "A" – Scope of Work
2. **Duration of Agreement:** The duration of this Service Agreement will commence upon May 1, 2009 and will expire April 30, 2011. Upon mutual written agreement of both parties and signed by authorized representatives thereto, the original terms and conditions of said agreement for janitorial services may be extended for two (2) additional twelve-month periods, and will only be approved with an amendment to this Agreement.
3. **Services Provided:**
  - 3.1. The Contractor shall, utilizing its bona fide employees, provide janitorial services as more fully defined in Exhibit "A" for ten (10) manufactured homes at #6, 7, 8, 9, 57, 58, 61, 67, 68, and 72, 925 North Elm Street in Pasco, Washington.
  - 3.2. The Contractor shall complete its work in a timely manner and in accordance with the schedule set forth in Exhibit "A".
  - 3.3. In the event the Counties request a service outside of the scope of the services described in Exhibit "A", the Counties and the Contractor shall negotiate a reasonable price for such additional service(s).
4. **Agreement Representatives:**

Each party of this Agreement shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are identified on the first page of this Agreement as "contact information."
5. **Compensation:**

The Contractor shall be compensated for services rendered at the flat rate of \$300 for the general monthly cleaning services and a rate of \$50.00 per hour for move out cleaning services as requested and for the performance of those tasks outlined in the Scope of Work Section. On call services provided for each call out will be reimbursed at \$60.00 for the first hour and \$50.00 for each additional hour. Mileage, meals, lodging and any other costs associated with this agreement are included in the monthly compensation and are not reimbursable as a separate expense.

  - 5.1. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this agreement.
  - 5.2. The Contractor may submit invoices to the Department of Human Services not more than once per month for work completed. The Department of Human Services 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 invoice for services rendered.

- 5.3. The Contractor shall not be paid for services rendered under this agreement unless and until they have been performed to the satisfaction of the Department of Human Services.
- 5.4. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this agreement and such failure has not been cured within ten (10) days following notice from the Department of Human Services, the Department of Human Services 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 agreement means faithfully fulfilling the terms of this agreement with variances only for technical or minor omissions or defects.
- 5.5. Unless otherwise provided for in this agreement 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 agreement or after its termination.
- 5.6. The Contractor shall pay all Federal, State and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax laws for Contractor and Contractor's employees, if any, performing services pursuant to this agreement. Contractor shall have no obligation to pay any tax applicable to Department of Human Services or its employees.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the Contractor in the performance of any work required under this agreement, 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 this work, even if the work is accepted by the Department of Human Services.
- b. No amendment, modification or renewal shall be made to this agreement, unless set forth in a written Amendment signed by authorized representatives of both parties. Work under an Amendment shall not proceed until the amendment is duly executed by the authorized representatives of the Counties.

**7. 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 agreement. 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. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this agreement, 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 agreement 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.
- d. If Contractor fails to comply with any State of Washington worker's compensation statutes and regulations and the Counties, its officers, officials, employees and agents 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, its employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this agreement.

## 8. INSURANCE

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

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

- b. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Worker's 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 agreement. 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, employers liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and the Counties incurs fines or is 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this agreement.

- 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 Agreement and be no less than two million dollars (\$2,000,000).

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

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

- d. **Automobile Liability:** Contractor shall maintain automobile liability insurance and waive all rights against the Department of Human Services, Benton County and/or Franklin County, its officers, officials, employees and agents for the recovery of personal injury and/or property damages incurred while performing services associated with this Agreement.
- e. **Other Insurance Provisions:**
- i. 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.
  - ii. 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 automobile liability policy.
  - iii. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
  - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
  - v. 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.
  - vi. 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.
  - vii. The insurance limits mandated for any insurance coverage required by this agreement are not intended to be an indication of the exposure nor are they limitations on indemnification.
  - viii. 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 the three-year period after completion of the services required under this agreement.
- f. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an

insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

9. **TERMINATION**

- a. Each of the parties shall have the right to terminate this agreement upon ten (10) days advance written notice to the other party. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this agreement.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this agreement, the Counties may summarily terminate this agreement notwithstanding any other termination provision in this agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Department of Human Services to the Contractor. After the effective date, no charges incurred under this agreement shall be allowed.
- c. If the Contractor materially breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Department of Human Services, the Counties may terminate this agreement, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Department of Human Services, in accordance with the Compensation Section of this Agreement. Upon such termination, 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.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

11. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this agreement 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 agreement at a later time.

12. **INDEPENDENT CONTRACTOR**

- a. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the 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 Agreement.
- b. The Contractor acknowledges that the entire compensation for this agreement is set forth in the Compensation Section of this agreement, 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 agreement.
- e. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this agreement upon receipt of a written request to do so from the Department of Human Services' agreement representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**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 agreement. The Contractor shall keep all records required by this agreement for six (6) years after termination of this agreement for audit purposes.

**15. NONDISCRIMINATION**

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

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

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Human Services. The Department of Human Services hereby acknowledges and expressly agrees that, notwithstanding the preceding sentence, all tools, utilities, plans, drawings, reports, forms and other materials owned or used by Contractor in performance of this agreement and which were in existence at the time Contractor's work commenced under this agreement are and shall remain the property of Contractor or its licensors and the Department of Human Services shall have and receive hereunder no right, title or interest in or to such items. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Department of Human Services agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this agreement, it does so at its sole risk and it agrees to hold the Contractor harmless there from 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 Department of Human Services upon request or at the end of the job using the word processing program and version specified by the Department of Human Services.
- c. Notwithstanding anything in this agreement to the contrary, nothing in this agreement shall be construed to prevent or otherwise restrict either party from using for any purpose the general knowledge, skill and experience such party develops, gains or acquires before, during and after the activities contemplated under this agreement. General knowledge shall not include any discrete piece of a party's confidential information, the source of such information, or any non-public personal information of either party or its employees, consultants, customers or clients.

**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, and any damages, fines, attorney's fees or other financial cost resulting therefrom, 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 Department of Human Services of any notice of such claim.

**18. DISPUTES**

Differences between the Contractor and the Department of Human Services, arising under and by virtue of this agreement, shall be brought to the attention of the Department of Human Services 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 Department of Human Services' Agreement Representative or designee. All rulings, orders, instructions and decisions of the Department of Human Services' Agreement Representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

**19. CONFIDENTIALITY**

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

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

- a. This agreement 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 agreement 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 agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Department of Human Services, 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 agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this agreement.

**22. SEVERABILITY**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**23. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of both parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**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 Agreement Representative Section of this agreement. 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.

## EXHIBIT A

### SCOPE OF WORK

1. The Contractor will provide janitorial services for ten (10) manufactured homes: #6, 7, 8, 9, 57, 58, 61, 67, 68, 72, at 925 North Elm Street in Pasco, Washington.
2. **Ongoing Monthly Services**
  - i. Vacuum ~ Common areas only. Bedrooms upon Department of Human Services request.
  - ii. Dust ~ Common areas only.
  - iii. Mop ~ Common areas only.
  - iv. Disinfect and clean bathroom fixtures.
  - v. Disinfect and wipe down counter tops, fixtures, or any other items that might require cleaning.
3. **By Request Deep Cleaning Services (Moving Out)**
  - i. Clean inside area of appliances and wipe down the outside. (Stove & Oven, Refrigerator, Microwave Oven, Washer and Dryer).
  - ii. Throw away any remaining garbage which may include items in the refrigerator/freezer, abandoned personal items, or garbage cans.
  - iii. Dust and if necessary disinfect/wipe down counters, shelves, or cupboards.
  - iv. Vacuum thoroughly.
  - v. Clean and sanitize bathroom fixtures.
  - vi. Wipe down window sills and clean interior windows. Dust blinds.
  - vii. And other items as necessary and with prior approval from Department of Human Services to bring unit up to sanitary and livable standards for occupancy.
4. **Cleaning and Housekeeping Supplies:**
  - i. Columbia Industries will provide all cleaning supplies needed to perform the cleaning services to be provided.
  - ii. All other housekeeping including, but not limited to, toilet paper, paper towels, hand soap, deodorizers, etc., will be provided by the current occupant of the manufactured home.
5. **On Call Services**
  - i. As needed or able, by request of the Department of Human Services.

f

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b>	CONSENT <u>xx</u>
MEETING DATE: B/C 07-27-09 F/C 07-20-09	Executive Contract <u>xx</u>	AGENDA <u>xx</u>
SUBJECT: Consolidated Contract # 0963-67944 for 2009-2011 Biennium	Pass Resolution <u>xx</u>	PUBLIC HEARING
Prepared By: Sharon Paradis	Pass Ordinance	1 <sup>st</sup> DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	2 <sup>nd</sup> DISCUSSION
	Other	OTHER

**BACKGROUND INFORMATION**

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), consolidates four grants into one contract. These grant dollars provide services in the following programs: CJS At-Risk; Special Sex Offender Disposition Alternative (SSODA); Chemical Dependency Disposition Alternative (CDDA) and Community Juvenile Accountability Act (CJAA). We have received the new County Program Agreement # 0963-67944.

**SUMMARY**

The term of this contract is July 1, 2009, through June 30, 2011.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract with DSHS/JRA.

**FISCAL IMPACT**

This is a grant by which we are reimbursed for services.

**MOTION**

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the County Program Agreement Consolidated Contract 2009-2011 # 0963-67944 for services between the Juvenile Justice Center and the State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, for the term July 1, 2009, through June 30, 2011.

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 COUNTY PROGRAM AGREEMENT # 0963-67944 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement # 0963-67944 between State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, 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 County Program Agreement.

DATED this 27<sup>th</sup> day of July 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 20<sup>th</sup> day of July 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



**COUNTY**  
**PROGRAM AGREEMENT**  
**Consolidated, Disposition Alternatives**  
**& Various Services**

DSHS Agreement Number  
0963-67944

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
R2  
County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Juvenile Rehabilitation

Division of Community Programs

1122

5051CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Victoria Clausung  
Financial Analyst 5

215-A N 3rd Ave  
Yakima, WA 98902-2682

DSHS CONTACT TELEPHONE

DSHS CONTACT FAX

DSHS CONTACT E-MAIL

(509) 575-2625 Ext:

(509) 575-2619

clausva@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County  
Franklin County

5606 W. Canal Place, Ste. 106  
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE

COUNTY CONTACT FAX

COUNTY CONTACT E-MAIL

(509) 736-2722 Ext:

(509) 222-2311

sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE

PROGRAM AGREEMENT END DATE

MAXIMUM PROGRAM AGREEMENT AMOUNT

7/1/2009

6/30/2010

Fee for Service

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

Exhibits (specify): EXHIBIT A "FY10 - JRA ISSUED COUNTY ALLOCATION TABLES"

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

*SEE ATTACHED SIGNATURE PAGE*

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Del R. Hontanosas  
Grants and Contract Manager

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
- (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

- b. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

## 6. Compliance with JRA Policies and Standards.

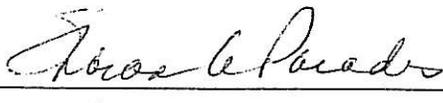
- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all the following as applicable to the services provided:

- (1) DSHS and JRA Rules (WAC); and
- (2) DSHS and JRA Bulletins/Policies.

The DSHS and JRA Rules, Bulletins, and Policies are located at: <http://www1.dshs.wa.gov>

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

 7/9/09

Sharon A. Paradis, Juvenile Court Administrator

**BENTON COUNTY APPROVAL**

Approved as to Form:

 7/16/09  
Sarah Perry, Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Max E. Benitz  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

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

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Agreed Review Performed by Benton County  
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Rick Miller  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

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

FY10 - JRA Issued County Allocation Tables  
 Juvenile Rehabilitation Administration  
 Total Allotment By Category  
 09-11 Biennial Distribution

Exhibit A  
 Page 1

County	CJS		CJA		GDDA		SSODA		TOTAL		07/09 Allocation	CHANGE
	FY10	FY11	FY10	FY11	FY10	FY11	FY10	FY11	FY10	FY11		
Adams	42,180	42,180	25,525	25,525	10,230	10,230	21,634	21,443	99,569	99,378	173,916	25,031
Asotin/Garfield	42,180	42,180	25,525	25,525	10,230	10,230	10,817	10,722	88,752	88,657	178,693	-1,285
Benton/Franklin	39,850	39,850	38,281	38,281	11,181	11,181	101,788	100,890	650,416	647,345	1,386,338	-88,577
Chelan	67,075	66,759	29,660	29,660	24,473	24,473	9,023	9,023	130,164	129,684	371,833	-111,985
Clallam	157,738	157,259	25,647	25,647	21,067	21,067	30,287	30,020	134,658	133,977	259,048	9,587
Clark	419,697	416,218	185,691	185,691	159,256	159,256	313,692	310,926	1,072,362	1,066,590	2,383,334	-244,381
Columbia/Walla Walla	156,175	155,711	25,525	25,525	20,577	20,577	23,040	22,837	125,260	124,654	294,457	-44,542
Cowlitz	105,885	105,008	46,848	46,848	38,792	38,792	64,902	64,330	256,309	254,978	650,503	-139,216
Douglas	42,180	42,180	25,525	25,525	14,758	14,758	21,634	21,443	104,097	103,952	187,080	20,969
Ferry/Stevens/Pend Oreille	65,878	65,831	29,127	29,127	24,060	24,060	43,268	42,886	162,353	161,500	362,976	-39,124
Grant	104,971	104,099	46,743	46,743	38,757	38,757	34,614	34,309	224,366	223,309	483,677	-36,003
Grays Harbor	148,769	148,664	25,525	25,525	17,811	17,811	63,820	63,257	155,925	155,013	320,480	-9,541
Island	67,500	66,940	29,666	29,666	24,629	24,629	16,225	16,082	138,243	137,617	279,818	-3,958
Jefferson	42,180	42,180	25,525	25,525	10,230	10,230	9,023	9,023	86,958	86,958	173,916	0
King	155,978	154,271	68,809	68,809	56,947	56,947	208,767	206,927	3,019,822	3,006,843	6,375,095	-348,430
Kitsap	254,675	252,566	112,680	112,680	93,602	93,602	32,126	31,843	492,499	490,392	1,089,244	-106,353
Kittitas	42,180	42,180	25,525	25,525	10,230	10,230	21,418	21,229	99,698	99,542	173,098	26,143
Klickitat	42,180	42,180	25,525	25,525	10,230	10,230	9,023	9,023	86,958	86,958	186,225	-12,309
Lewis	71,431	70,888	31,604	31,604	26,169	26,169	30,287	30,020	159,410	158,631	394,793	-76,751
Lincoln	42,180	42,180	25,525	25,525	10,230	10,230	20,552	20,371	98,487	98,306	212,928	-16,135
Mason	53,926	53,475	25,525	25,525	19,684	19,684	10,817	10,722	109,958	109,477	242,655	-23,220
Okanogan	51,227	50,802	25,525	25,525	18,769	18,769	9,023	9,023	104,484	104,118	219,605	-11,003
Pacific/Wahkiakum	42,180	42,180	25,525	25,525	10,230	10,230	21,634	21,443	99,569	99,378	173,916	25,031
Pierce	826,029	819,174	365,468	365,468	307,684	307,684	392,655	389,194	1,885,837	1,876,459	3,866,357	-104,062
San Juan	42,180	42,180	25,525	25,525	10,230	10,230	9,023	9,023	86,958	86,958	173,916	0
Skagit	26,222	25,774	15,846	15,846	16,999	16,999	16,225	16,082	244,392	243,345	472,459	15,278
Skamania	42,180	42,180	25,525	25,525	10,230	10,230	20,552	20,371	98,487	98,306	173,916	22,877
Snohomish	670,164	664,602	296,607	296,607	245,521	245,521	174,153	172,618	1,385,583	1,379,248	2,873,736	-108,905
Spokane	423,982	426,421	189,799	189,799	157,611	157,611	223,911	221,937	999,364	994,318	2,058,101	-64,419
Thurston	262,063	250,137	102,674	102,674	84,754	84,754	147,651	146,350	567,143	564,179	1,204,472	-73,150
Whatcom	150,084	158,755	70,827	70,827	58,466	58,466	48,676	48,247	338,054	336,478	742,606	-68,074
Whitman	42,180	42,180	25,525	25,525	10,230	10,230	14,603	14,474	92,538	92,409	178,693	6,254
Yakima	357,504	354,557	168,174	168,174	139,975	139,975	70,635	70,012	716,882	713,698	1,457,508	-26,928
Total Distribution	6,548,500	6,498,000	2,981,955	2,981,955	2,339,600	2,339,600	2,245,500	2,226,100	14,115,555	14,062,655	29,775,392	-1,697,182

Summary

C-27-1111  
Page

FY 10 Allocation  
Anti Small Co Base

Juvenile Dept	At-Risk Youth* (65%)		TANF Recipients* (5%)		Per Capita Income* (5%)			Minority Pop* (10%)		Workload* (10%)		M-In Commitment Rate (5%)			CJS %	Allocation for Depts eligible for the Small County Base (SCB)	Adjusted CJS % after SCB
	County Total	% of State Total	County Total	% of State Total	Per Capita	Per Capita x At-Risk	Pop%+Per Capita %	Pop%+Per Capita %	County Total	% of State Total	Offender Filings	M-In	% of Total	Pop%+ Commit %			
Adams	2,472	0.340%	62	0.105%	\$23,575	\$58,277,400	0.108%	0.238%	3,877	0.085%	56	0.000%	0.000%	0.000%	\$0	0.000%	0.000%
Ashtabula	2,659	0.370%	617	0.509%	\$23,199	\$61,515,216	0.120%	0.249%	414	0.092%	119	2.483%	-2.113%	-1.743%	\$13,200	0.260%	0.260%
Brighton	30,608	0.426%	6,186	0.886%	\$26,003	\$795,889,823	0.148%	0.316%	26,153	0.637%	1,395	2.483%	1.780%	1.606%	\$0	0.046%	0.046%
Chester	6,774	0.093%	1,167	0.096%	\$29,957	\$260,210,518	0.188%	1.052%	6,928	1.546%	468	6.772%	-5.549%	-4.327%	\$0	0.010%	0.010%
Columbus	7,037	0.096%	1,567	0.134%	\$29,267	\$205,957,878	0.178%	0.833%	2,509	0.560%	404	0.017%	0.017%	0.017%	\$0	0.003%	0.003%
Clark	49,072	0.655%	7,507	0.675%	\$31,098	\$1,526,041,056	0.663%	6.170%	19,344	4.317%	1,446	6.512%	1.869%	8.704%	\$0	0.056%	0.056%
Collingswood	6,845	0.093%	1,265	0.103%	\$25,115	\$171,812,173	0.258%	0.882%	4,520	0.089%	289	0.001%	0.001%	0.001%	\$0	0.001%	0.001%
Walla Walla	11,441	0.153%	2,693	0.231%	\$24,268	\$300,532,188	0.378%	1.215%	3,474	0.754%	704	3.170%	-1.340%	0.252%	\$0	0.016%	0.016%
Cowlitz	4,658	0.063%	431	0.354%	\$24,047	\$112,010,928	0.185%	0.450%	3,579	0.788%	230	0.005%	0.005%	0.005%	\$0	0.004%	0.004%
Ferry/Stevens	8,565	0.115%	1,342	0.102%	\$21,530	\$185,256,095	0.443%	0.749%	2,212	0.493%	216	0.972%	-1.517%	-0.322%	\$0	0.010%	0.010%
Pend Oreille	11,178	0.150%	2,728	0.224%	\$32,448	\$362,269,192	0.602%	1.670%	12,587	2.804%	292	2.257%	0.000%	0.000%	\$0	0.016%	0.016%
Grant	6,403	0.086%	2,344	0.205%	\$24,701	\$207,562,503	0.331%	0.830%	3,495	0.761%	264	1.881%	-0.103%	-7.138%	\$0	0.007%	0.007%
Greys Harbor	8,476	0.114%	825	0.071%	\$30,665	\$280,818,803	0.125%	0.514%	3,242	0.729%	178	0.001%	0.001%	0.001%	\$0	0.007%	0.007%
Jefferson	2,685	0.037%	379	0.314%	\$35,319	\$94,831,515	-0.009%	0.394%	589	0.131%	106	0.477%	-0.900%	-0.608%	\$13,200	0.307%	0.307%
Ribon	176,026	2.341%	26,162	0.223%	\$48,216	\$38,487,288,018	0.503%	3.324%	144,592	3.272%	3,801	17.120%	0.000%	0.000%	\$0	0.040%	0.040%
Klappan	28,098	0.374%	3,203	0.271%	\$35,619	\$1,036,354,368	0.130%	4.192%	12,075	2.651%	978	4.405%	0.902%	3.150%	\$0	0.040%	0.040%
Klickitat	3,459	0.046%	608	0.495%	\$26,370	\$87,258,460	0.289%	0.848%	1,090	0.243%	139	0.621%	0.000%	0.000%	\$13,200	0.376%	0.376%
Lewis	2,531	0.034%	806	0.679%	\$28,756	\$65,168,436	0.089%	0.441%	1,000	0.236%	90	0.404%	0.000%	0.000%	\$13,200	0.376%	0.376%
Madras	9,115	0.123%	2,178	0.183%	\$25,070	\$229,515,050	0.241%	0.824%	2,738	0.611%	308	1.381%	0.000%	0.000%	\$0	0.007%	0.007%
Lincoln	1,237	0.017%	85	0.008%	\$28,762	\$31,867,584	0.157%	0.215%	186	0.041%	25	0.112%	0.000%	0.000%	\$0	0.001%	0.001%
Madras	5,082	0.068%	1,175	0.099%	\$26,645	\$166,102,990	0.031%	0.149%	2,330	0.520%	227	1.022%	0.000%	0.000%	\$0	0.001%	0.001%
Manitou	5,168	0.070%	836	0.070%	\$28,850	\$134,056,100	0.542%	0.182%	4,066	0.907%	245	1.103%	0.000%	0.000%	\$0	0.001%	0.001%
Pacific	2,738	0.036%	534	0.458%	\$21,948	\$68,308,255	0.272%	0.105%	953	0.217%	93	0.418%	0.000%	0.000%	\$0	0.001%	0.001%
Wahkiakum	91,838	1.232%	17,344	1.442%	\$29,989	\$2,754,129,782	1.654%	11.382%	59,131	13.180%	2,470	11.125%	7.674%	5.117%	\$13,200	0.081%	0.081%
St. James	1,483	0.020%	46	0.037%	\$44,053	\$63,305,589	0.284%	0.284%	216	0.482%	37	0.167%	0.000%	0.000%	\$0	0.001%	0.001%
Skagit	13,376	0.181%	2,079	0.178%	\$31,754	\$424,709,750	1.716%	0.455%	7,838	1.749%	709	3.193%	0.000%	0.000%	\$0	0.001%	0.001%
Skamania	1,347	0.018%	139	0.118%	\$25,617	\$34,725,458	0.040%	0.105%	313	0.068%	46	0.202%	0.000%	0.000%	\$0	0.001%	0.001%
Snohomish	80,050	1.069%	7,950	0.651%	\$33,999	\$2,721,619,950	11.007%	0.143%	39,643	8.843%	1,948	8.774%	3.024%	3.024%	\$0	0.020%	0.020%
Spokane	50,916	0.682%	9,440	0.755%	\$29,203	\$1,468,699,648	6.013%	3.681%	13,829	3.067%	1,267	5.706%	0.000%	0.000%	\$0	0.001%	0.001%
Thurston	26,831	0.361%	4,039	0.343%	\$33,745	\$905,412,095	0.078%	3.681%	11,331	2.529%	1,182	5.329%	-1.602%	2.097%	\$0	0.001%	0.001%
Whitman	19,633	0.265%	2,866	0.245%	\$29,551	\$600,371,113	2.347%	0.387%	8,119	1.812%	664	2.807%	0.000%	0.000%	\$0	0.001%	0.001%
Whitman	3,324	0.045%	292	0.239%	\$21,219	\$70,531,956	0.285%	0.285%	938	0.209%	51	0.227%	-0.242%	0.248%	\$0	0.004%	0.004%
Yallama	30,978	0.416%	12,158	0.988%	\$25,336	\$78,856,608	3.174%	1.141%	44,566	9.989%	1,754	7.800%	1.665%	6.927%	\$0	0.004%	0.004%
TOTAL	717,897	100%	121,719	100%	\$950,900	\$24,726,875,196	100%	100%	440,031	100%	22,202	100%	100%	100%	\$105,600	0.977%	100.000%

Data Sources  
 Population of Youth: OFM Estimates 2006, 2007 Juvenile Justice Report, GJJAC  
 TANF Recipients: 2007 Washington State Data Book, OFM  
 Per Capita Income: 2007 Washington State Data Book, OFM  
 Minority Population: OFM estimates for 2006, 2007 Juvenile Justice Report, GJJAC  
 Workload: Calendar Year 2008 - Superior Court Annual Caseload Report 2008, AOC  
 Commitment Rate: M-In 7/1/08 - 12/31/08 - JRA

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AGENDA ITEM: Consent Agenda	<u>TYPE OF ACTION NEEDED</u>	CONSENT AGENDA <u>x</u>
MEETING DATE: B/C 07-27-09 F/C 07-20-09	Executive Contract <u>  </u> x	PUBLIC HEARING
SUBJECT: DSHS/JRA County Program Agreement # 0963-67978 for Short Term Transition Program (STTP)	Pass Resolution <u>  </u> x	1 <sup>st</sup> DISCUSSION
Prepared By: Sharon Paradis	Pass Ordinance	2 <sup>nd</sup> DISCUSSION
Reviewed By: Sharon Paradis	Pass Motion	OTHER
	Other	

**BACKGROUND INFORMATION**

The Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), has been approved by the Benton County and Franklin County Board of Commissioners to house JRA youth in our Detention facility under the requirement of the Short Term Transition Program (STTP).

The STTP transitions youth as they are released from a state institution to a group home up to a maximum of 30 days per youth. This is based on bed space availability.

The attached County Program Agreement # 0963-67978 continues that relationship for the biennium beginning July 1, 2009 and terminating on June 30, 2011.

**SUMMARY**

For the fiscal year 2010 and 2011, the State will pay the guaranteed rate of \$120.82 per youth per day for three (3) beds, plus an additional \$120.82 per youth per day for up to two (2) more youth for a maximum of five (5) youth per day.

**RECOMMENDATION**

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Short Term Transition Program Contract and Resolution as outlined above.

**FISCAL IMPACT**

This program generates enough revenue to cover all cost associated to run the program and to house the youth.

**MOTION**

I move 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 Short Term Transition County Program Agreement # 0963-67978 and Resolution between the Juvenile Justice Center and the Department of Social and Health Services, Juvenile Rehabilitation Administration (DSHS/JRA), for the period commencing July 1, 2009, and terminating June 30, 2011.

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 DSHS PROGRAM AGREEMENT # 0963-67978 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the program Agreement be approved as presented for a term commencing July 1, 200 and terminating on June 30, 2010, NOW, THEREFORE

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

DATED this 27th day of July 2008  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 20th day of July 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



# COUNTY

## PROGRAM AGREEMENT Short-Term Transition Program

DSHS Agreement Number

0963-67978

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
R2STTP  
County Agreement Number

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Division of Community Programs

1122

5000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Victoria Clausung  
Financial Analyst 5215-A N 3rd Ave  
Yakima, WA 98902-2682DSHS CONTACT TELEPHONE  
(509) 575-2625 Ext:DSHS CONTACT FAX  
(509) 575-2619DSHS CONTACT E-MAIL  
clausva@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Benton County  
Franklin County5606 W. Canal Place, Ste. 106  
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001296

Sharon Paradis

COUNTY CONTACT TELEPHONE  
(509) 736-2722 Ext:COUNTY CONTACT FAX  
(509) 222-2311COUNTY CONTACT E-MAIL  
sharon.paradis@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE

PROGRAM AGREEMENT END DATE

MAXIMUM PROGRAM AGREEMENT AMOUNT

7/1/2009

6/30/2011

\$352,800.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

 Exhibits (specify):

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

*\*see attached  
Signature page*

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Del R. Hontanosas  
Grants and Contract Manager

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "JRA" means the Juvenile Rehabilitation Administration.
  - b. "JRA Bulletins/Policies" means the JRA Administrative Policies, which direct JRA expectations.
  - c. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
  - d. "Protective factors" means those elements in a youth's life that tend to protect the youth's from possible criminal influence.
  - e. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time, that is the result of the person's regularly scheduled activities or work duties.
  - f. "Risk Factors" means those elements in a youth's life that cause them to be more at risk of criminal influence.
2. **Purpose.** The purpose of this Contract is to provide short term residential programming within the county detention facility to minimum security JRA youth.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
  - a. The Contractor shall provide short term residential programming within the county detention facility to minimum security JRA youth. Services shall include appropriate custody, supervision, and case planning as well as:
    - (1) Secure detention,
    - (2) Individualized and culturally relevant supervision and treatment, and
    - (3) Programming to prepare youth to transition to community facilities as outlined in section i., j., and k.
  - b. The Contractor shall provide adequate housing, food, clothing, routine medical care, school and vocation supplies, transportation and essentials for life while the youth is in detention residence.
  - c. The contractor shall work with the JRA Community Facility Administrators and Community Facility Coordinators to arrange placement for the youth. This includes providing sufficient access to JRA personnel to interview the youth.
  - d. The Contractor shall ensure each youth has a routine physical exam during the residential stay and that the statement of medical need is completed.
  - e. The Contractor shall, once the JRA community facility placement is selected:
    - (1) Inform the youth's parent of the intended placement,
    - (2) Facilitate communication between the youth and the community facility counselor,
    - (3) Inform the JRA parole counselor of the intended placement,
    - (4) Coordinate educational or vocational training plans for the youth when possible, and
    - (5) Comply with all JRA Bulletin 3 requirements.
  - f. The Contractor shall provide the youth, and the family of the youth, with an orientation detailing the services available through JRA. The orientation may be provided in person or in writing and shall include:

- (1) An overview of the JRA continuum of care,
  - (2) An overview of the facilities operated and contracted by JRA,
  - (3) A review of the treatment programs,
  - (4) Information about the specific community facility to which the youth will transfer,
  - (5) A description of JRA parole services, and
  - (6) Information about the JRA policies defining community access for youth.
- g. The Contractor shall evaluate and monitor the youth's behavior to determine youth's appropriateness for placement in a community facility. The Contractor shall complete the:
- (1) JRA Suicide Risk Assessment,
  - (2) JRA Sexually Aggressive / Vulnerable Youth (SAVY) Assessment,
  - (3) Required review of the available law enforcement and school behavior records to determine if a revised score is needed on the Initial Security Classification Assessment per JRA Bulletin 5,
  - (4) Behavior Chain Analysis on highest Target Behavior,
  - (5) Initial Integrated Treatment Plan,
  - (6) Initial Youth Competency Report and Competency Intervention Plan,
  - (7) Community notification and school notification on youth within the required timelines of JRA Bulletin 9, and
  - (8) DNA testing when required by the youth's offense.
- h. The Contractor shall work with the Regional Sex Offender Treatment Coordinator when a youth's offense is a sex offense to establish the youth's sex offender risk level classification prior to the transfer to the community facility.
- i. The Contractor shall provide youth with age appropriate education and employment preparation.
- (1) For education the Contractor shall:
    - (a) Obtain and review school transcripts and other records,
    - (b) Forward transcripts to the school district identified by the community facility,
    - (c) Identify outstanding graduation requirements,
    - (d) Obtain immunization records,
    - (e) Provide school programming as required by state law, and
    - (f) Facilitate GED programming for youth not appropriate for school programs.
  - (2) For employment preparation, the Contractor shall utilize community resources including the library, internet, and employment offices, and shall include:
    - (a) Securing a social security card,
    - (b) Obtaining a Washington State identification card,
    - (c) Preparing a resume,
    - (d) Writing a cover letter,
    - (e) Filling out an application,
    - (f) Reading classified ads,
    - (g) Obtaining a letter of reference,
    - (h) Completing a 1040 EZ form,
    - (i) Practicing job interviews, and
    - (j) Discussing the IRS W-2 form.
- j. The Contractor shall provide treatment programming which may include in house or contracted:
- (1) Mental health assessment or services,
  - (2) Drug and alcohol education or evaluation services,
  - (3) Preliminary offense specific treatment services, and

(4) Competency based treatment planning.

k. The Contractor shall work with the community facility to transition youth into appropriate treatment services at the intended placement. The programs may include:

- (1) Mental health services,
- (2) Drug and alcohol treatment services,
- (3) Offense specific treatment services, and
- (4) Education and work programs.

l. The Contractor shall comply with applicable federal and state laws, pertinent WAC's, JRA Bulletins, and other rules and regulations identified throughout this statement of work.

m. The Contractor shall have a behavioral management program that includes a system of graduated sanctions and phased privileges.

- (1) If a youth's behavior warrants removal from the program, the Contractor shall report the concerns to the JRA Regional Administrator or designee, and participate in a review process to determine if the youth shall be removed.
- (2) When youth are removed from the program, the Contractor shall provide the receiving facility with a Record of Official Action stating intervention or treatment services attempted, during the placement and a recommended security classification.
- (3) If a youth is not accepted to a community facility within 30 days of placement in the program, the Contractor shall inform the JRA Regional Administrator or designee to facilitate transfer to a JRA facility.

n. The Contractor shall have local policies on:

- (1) Use of alcohol or drugs by the youth,
- (2) Use of physical restraints on youth,
- (3) Reporting critical incidents and emergency situations,
- (4) Staff training,
- (5) Procedures for regular and emergency medical or dental care,
- (6) Visitor and family contact and communication,
- (7) Searches,
- (8) Confidentiality of youth records,
- (9) Personal property of youth,
- (10) Room confinement and isolation, and
- (11) Suicide assessment, prevention, and intervention.

o. The Contractor shall maintain and post annual certificates from the State Fire Marshall and the State Department of Health (food services), in addition to any other regulatory agencies required by state or local ordinance. All written communication between the Contractor and the aforementioned regulatory agencies related to facility inspections, deficiencies, and corrective actions shall be routed to the JRA Regional Administrator.

p. The Contractor shall attend periodic meetings with JRA regional and community facility staff.

q. The Contractor shall assist JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$352,800.00, including any and all expenses, and shall be based on the following:

- a. The Contractor shall receive payment as follows:
  - (1) Guaranteed payment of \$120.82 per day, per bed for three (3) beds, regardless of utilization, and an additional \$120.82 per day per bed based on actual utilization, for an additional two (2) beds.
  - (2) The Contractor shall utilize the above payment schedule not to exceed an average of five (5) beds per fiscal year.
- b. If the contractor bills and is paid fees for services that the JRA later finds were either 1) not delivered, or 2) not delivered in accordance with this contract or contract attachments, the JRA shall recover said fees and the Contractor shall fully cooperate.
- c. The Contractor shall accept this payment as sole and complete remuneration for services provided to youth under this contract. This does not preclude the Contractor from seeking other funding sources, except federal matching funds.
- d. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for the service provided under this agreement.
- e. The Contractor and any subcontractor providing any part of this program's services are specifically prohibited from claiming Title 19 Rehabilitation and Targeted Case Management funds for the JRA youth.
- f. Payment for service shall begin the date the youth arrives and terminate the day prior to the youth's release.
- g. Under no circumstance shall the Contractor bill twice for the same bed.
- h. In cases of Unauthorized Leave from the 30 Residential Program, JRA may continue to pay up to five (5) days per absence per youth.
- i. JRA shall provide the Contractor with financial reimbursement of costs associated with emergent medical care, which cost more than \$50 per incident. Emergent medical care is defined as unanticipated medical trauma, which requires hospitalization, emergency intervention, or emergent dental care. Prior to making a request for emergent medical care reimbursement, the Contractor is obligated to apply to alternative sources, such as parent pay and private insurance. Anticipated routine medical treatment is not considered emergent.

**5. Background Checks and Sexual Misconduct.**

- a. Background Check/Criminal History - In accordance with Chapters 388-700 WAC (JRA-Practices & Procedures), 72.05 RCW (Children & Youth Services) 43.20A RCW (DSHS) and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JRA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JRA approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

- (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JRA; or
- (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

- b. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

## 6. Compliance with JRA Policies and Standards.

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all the following as applicable to the services provided:
  - (1) DSHS and JRA Rules (WAC); and
  - (2) DSHS and JRA Bulletins/Policies.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.
- c. Records created or obtained during a youth's stay and/or maintained as a part of the youth's case files are JRA juvenile records, and subject to the same confidentiality guidelines outlined in JRA Bulletin 29. All records related to JRA youth must be provided to DSHS upon request.

## 7. Billing and Payment.

- a. The Contractor shall submit an A-19 Invoice Voucher, or other JRA pre-approved invoice document, to DSHS each month for services provided.
  - b. The Contractor's A-19 Invoice Voucher shall be submitted no later than 45 days past the last day of the month, in which services were provided.
  - c. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher. The invoice shall describe and document the following:
    - (1) Date and time period of service(s) performed;
    - (2) Name or other client identifier; and
    - (3) Description of work performed.
  - d. Payment shall be considered timely if made by DSHS within 30 days after the receipt of the properly completed invoice.
  - e. Payment shall be sent to the Contractor's address on page one of this Contract.
  - f. The Contractor accepts the DSHS payment as the sole and complete payment for the services provided under this contract.
  - g. DSHS shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with paragraph 2, 3  "Statement of Work." If DSHS pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.
  - h. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
8. **Disputes.** Either the Contractor or JRA may initiate a dispute claim for consideration by the other party, as it relates to the terms of this Contract, or to the services provided by the Contractor under the terms of this Contract. In accordance with the JRA dispute resolution process, attempts to resolve disputes shall initially be addressed and be resolved at the lowest level possible between the Contractor and JRA organization, which initiated the contract. Upon verbal or written request from the Contractor, JRA shall provide the Contractor a copy of the JRA dispute resolution process within 5 working days of the request.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

**BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER**

*Sharon A. Paradis 7/9/09*

Sharon A. Paradis, Juvenile Court Administrator

**BENTON COUNTY APPROVAL**

Approved as to Form:

*Sarah Perry 7/6/09*  
\_\_\_\_\_  
Sarah Perry, Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Max E. Benitz  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

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

**FRANKLIN COUNTY APPROVAL**

Approved as to Form:

Agreed Review Performed by Benton County  
\_\_\_\_\_  
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: \_\_\_\_\_  
Name: Rick Miller  
Title: Chairman, Board of Commissioners  
Date: \_\_\_\_\_  
Attest:

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 20 Jul 2009	Execute Contract _____	Consent Agenda <u>  X  </u>
Subject: Disc Golf	Pass Resolution _____	Public Hearing _____
Prepared by: AJF	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion <u>  X  </u>	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND AND SUMMARY**

When I wrote the original resolution for this (attached), I cut it too close without having the fully-calculated shipping charges. I wrote that resolution "not to exceed \$9,000" but the total actually came to \$9,132.41, so the new resolution rescinds the previous one and allows us to pay the correct amount.

**FISCAL IMPACT**

\$9,132.41 from the Park Development Fund.

# # #

\$ 9,132.41

# RESOLUTION 09 323

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PARKS DEPARTMENT EQUIPMENT PROCUREMENT  
TWO RIVERS PARK DISC GOLF COURSE

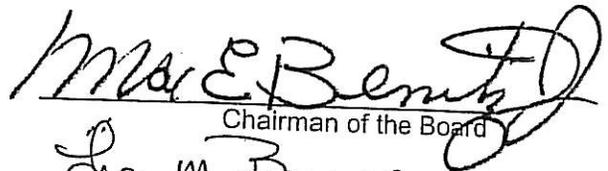
WHEREAS, a "disc golf course" is being constructed at Benton County's Two Rivers Park as a recreational capital project supported by the Benton County Park Board and listed in the 2009-2014 Capital Facility Plan; and,

WHEREAS, fixtures, variously known as "targets", "baskets", and "pole holes" are needed for the disc golf course; and there is a very limited number of manufacturers of these fixtures; and only one vendor manufactures a model style best suited for Two Rivers Park; and,

WHEREAS, "Disc Golf Association" of Aromas, California is a manufacturer and retailer of disc golf "targets" that are suited to the needs of Two Rivers Park, and no other vendor was found to have a comparable target style; and Disc Golf Association is a member of Benton County's "vendors list";  
NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners hereby authorizes staff to procure disc golf "targets" for use at Two Rivers Park from Disc Golf Association in an amount not to exceed \$9,000.00 including all taxes and freight. Funding for the purchase of the targets shall be from the Park Development Fund.

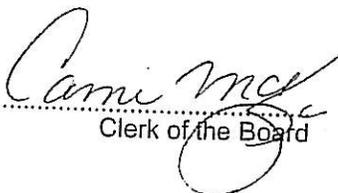
Dated this 18 day of May, 2009.

  
Chairman of the Board

  
Member

  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....  
  
Clerk of the Board

orig:: BOCC  
cc: Parks, Auditor, Benton County Park Board, *Purchaser file*

Prepared by: A.J. Fyall

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PARKS DEPARTMENT EQUIPMENT PROCUREMENT  
TWO RIVERS PARK DISC GOLF COURSE

**WHEREAS**, a "disc golf course" is being constructed at Benton County's Two Rivers Park as a recreational capital project supported by the Benton County Park Board and listed in the 2009-2014 Capital Facilities Plan; and,

**WHEREAS**, fixtures, variously known as "targets", "baskets", and "pole holes" are needed for the disc golf course; and there is a limited number of manufacturers of these fixtures; and only one vendor manufactures a model style best suited for Two Rivers Park; and,

**WHEREAS**, "Disc Golf Association" of Aromas, California is a manufacturer and retailer of disc golf "targets" that are suited to the needs of Two Rivers Park, and no other vendor was found to have a comparable target style; and Disc Golf Association is a member of Benton County's "vendor list"; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of County Commissioners hereby authorizes staff to procure disc golf "targets" for use at Two Rivers Park from Disc Golf Association in the amount of \$9,132.41, including all taxes and freight. Funding for the purchase of the targets shall be from the Park Development Fund.

**BE IT FURTHER RESOLVED** that the previous Resolution 09 323 addressing this matter is hereby rescinded.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

orig: BOCC  
cc: Parks, Auditor, Purchases File

Prepared by: AJ Fyall

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF POLYGRAPH SYSTEM FROM LAFAYETTE INSTRUMENT COMPANY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, Benton County entered into an Interlocal Agreement with the City of Kennewick and the City of Richland for the 2009 Recovery Act Byrne Justice Assistance Grant (JAG) Program Award on May 1, 2009; and

WHEREAS, the Interlocal Agreement was filed the Benton County Auditor's Office by the City of Kennewick on July 1, 2009, filing number 2009-019650; and

WHEREAS, Benton County's portion of the 2009 Recovery JAG Award is \$39,175, which will be used to procure computer forensic mobile phone hardware and software, a polygraph instrument, portable digital radios, and hand-held portable breath alcohol testing instruments; and

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 Benton County Sheriff's Office consulted the vendors list and found Lafayette Instrument Company Inc. and Stoelting Co. as the only companies on the vendor list that offer polygraph systems; and

WHEREAS, the companies provided the following quotes; and

Lafayette Instrument Company Inc. (\$6,391.00 excluding WSST but includes shipping)  
Stoelting Co. (\$6,995.00 excluding WSST but includes shipping)

WHEREAS, the Patrol Captain has reviewed the quotes for completeness and recommends purchasing the polygraph system from Lafayette Instrument Company Inc.; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Patrol Captain's recommendation and hereby authorizes the purchase of the polygraph machine from Lafayette Instrument Company Inc. in the amount of \$6,391.00 plus WSST with the total amount payable not to exceed \$6,500.00 plus 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, S. Keane, Purchase file

Prepared by: K Mercer

*JK*

**LAFAYETTE INSTRUMENT COMPANY, INC.**

3800 SAGAMORE PARKWAY NORTH  
LAFAYETTE INDIANA, 47903

\*\*\*\*

REPRESENTATIVE  
**DAVID V. McNEILL**  
4202 MERIDIAN ST., #207  
Bellingham, Washington 98226  
TELE: (360) 647-2045

**QUOTE**

March 20, 2009

Det. Lee Cantu  
Benton County Sheriff's Department  
Tele: 509-735-6555 #7202 / 783-1310

Dear Det. Cantu,

Per your request the following is a quote in regards to your inquiry into Lafayette products. If you have any questions please do not hesitate to contact my office. Billing and shipping of these items will be transmitted from the Lafayette office.

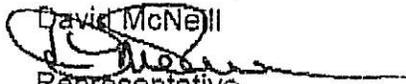
<b>Model LX4000SW Basic system without computer</b>		<b>\$4,950.00</b>
<b>Less representative discount</b>	-	<b>\$ 450.00</b>
	<b>Sub total</b>	<b>\$4,500.00</b>
<b>Model 76878US Activity (seat) sensor pad for LX4000</b>		<b>\$ 495.00</b>
<b>LESS</b>	-	<b>\$ 95.00</b>
<b>Model 76878FS Activity (foot) sensorpads for LX4000</b>		<b>\$ 495.00</b>
<b>LESS</b>	-	<b>\$ 95.00</b>
<b>Model 76878AS Activity (arm) sensor pads for LX4000</b>		<b>\$ 495.00</b>
<b>LESS</b>	-	<b>\$ 95.00</b>
	<b>Sub total</b>	<b>\$ 5,700.00</b>

Model LX-1575 Portable Pentax pocket jet III printer thermal continuous roll paper	\$ 449.00
Model LX-1575STD Paper holder for Pentax printer * 100 foot paper rolls	\$ 75.00
Model LX1575-TCP Thermal print paper for Pentax Printer.....100 ft rolls.....each \$4.00 X 3	\$ 12.00
Model 76640DP Finger electrode set (1/4 " plug)	\$ 70.00
Sub Total	<u>\$ 6,306.00</u>
SHIPPING AND HANDLING (UPS FREIGHT)	\$ 85.00
Total	<u>\$ 6,391.00</u>

Local and Washington State sales tax @ 8.3% relating to the purchase price of \$6,306.00 = \$523.39

Above Basic System above contains:

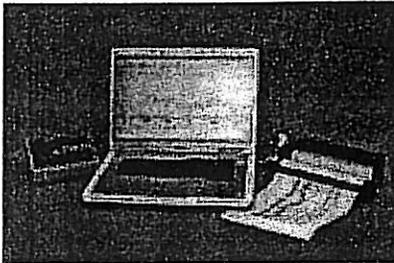
- LX4000 Data Acquisition System (DAS)
- LXSOFTWARE LX polygraph software including, the objective scoring system
- APL's Polyscore scoring algorithm
- Lafayette Drug reference
- Comprehensive instruction manual on CD-Rom
- 76513-1G Pneumo chest assembly, gold
- 76513-2B Pneumo chest assembly, bronze
- 76640SO Disposable Ag/AgCl electrode set with 1/4" plug and 100 sensors
- 76530 Standard Blood pressure cuff
- 76506LX Pump bulb and gauge assembly
- All necessary cabling
- 1 year warranty on accessories

David McNeill  
  
 Representative  
 Lafayette Instrument Company



[Home](#) > [Eight Channel CPS II Computerized Polygraph System](#)

## Eight Channel CPS II Computerized Polygraph System



[Click here to enlarge photo](#)

Item	Description	Qty
86225	CPS II w/Color Notebook	1
862251	86225 w/o Plithys.&Act.Mtr.	
86000	CPS II Desktop System	
860001	86000 w/o Plithys.& Act.Mtr.	
86300	CPS II System w/out Computer	
863001	86300 w/o Plethysmograph, Skin Potential & Microphones	

[Add Item\(s\) to cart](#)

[Overview](#) [Details](#) [Testimonials](#) [Downloads](#)

### CPS II Exclusive Features:

- 8 Recording Channels
- Chart Stacking Capability
- Voice-activated Channel
- Video/Audio Recording
- Skin Potential Channel
- Pulse Rate Display
- Countermeasures Channel
- Pharmaceutical Directory
- USB Port2.0 connection
- Email Capability



### Truth through Science and Technology

Using the latest in high resolution 24-bit analog to digital conversion technology and the World-Class Polygraph Science from the University of the Utah, the CPS II system provides new hardware, new transducers and new CPS II software, for the most versatile, technologically advanced, and user friendly polygraph system available. The CPS II computer analysis algorithms have been scientifically proven to be the most effective of those available in providing automatic and objective analyses of the probability that a

subject was truthful or deceptive. They are also the only methods for computer scoring that produce high levels of accuracy and have been scientifically verified and published in peer-reviewed scientific journals.

**The Eight Channel CPS II is equipped the following channels and transducers.**

- Two Respiration channels, Thoracic and Abdominal, using Pneuotrace Piezoelectric transducers for high quality signals.
- One Cardiograph Channel with Universal Arm Cuff records both relative blood pressure and pulse rate.
- One Skin Conductance/ Electrodermal Channel using Silver/ Silver Chloride disposable or reusable electrodes.
- One Plethysmograph Channel for recording blood volume in the extremities.
- One Activity Channel using highly sensitive piezoelectric seat cushion.
- One Skin Potential/ Auxiliary Channel that records and measures Skin Potential as an alternative to GSR, when the subject shows little GSR activity.
- One Voice Marking Channel with two external microphones for marking the precise moment of question onset/offset and subject answer.

---

**Recently Viewed:**

[Eight Channel CPS II Computerized Polygraph System](#)

[CPS\\_pro - Coming Soon](#)

[Printer-Friendly Version](#)  
[Printer-Friendly Version](#)

# Stoelting Online Store

## Your Shopping Cart

[Empty Cart](#)   [Quote/Check Out](#)   [Continue to Shop](#)

Item Number 86225  
**CPS II w/Color Notebook**

1 QTY

Price: \$8,995.00

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**Total Price: \$8,995.00**

[Update](#)   [Remove](#)

# Stoelting Online Store

## Your Shopping Cart

[Empty Cart](#)   [Quote/Check Out](#)   [Continue to Shop](#)

Item Number 86300  
**CPS II System w/out Computer**

1 QTY

Price: \$6,995.00

---

**Total Price: \$6,995.00**

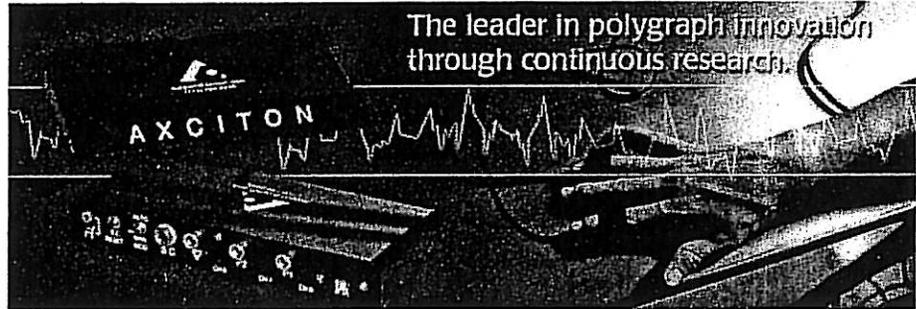
[Update](#)   [Remove](#)

- Received quote, but vendor did not comply with our request for them to get on Benton County's Vendor List.

Home Products Downloads Demos Axciton Help Contact Us Links

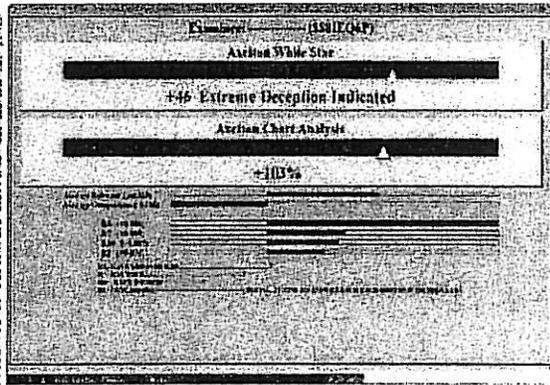
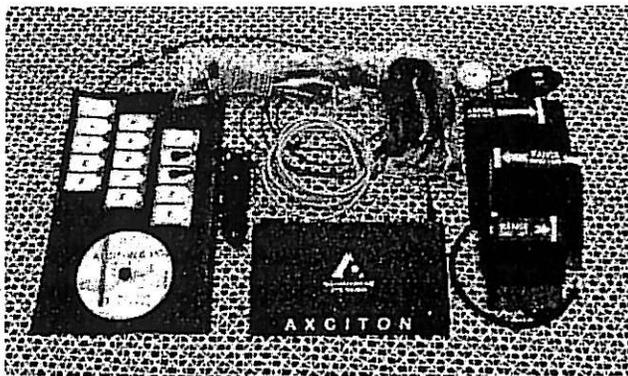


Axciton Systems, Inc.



**Axciton Polygraph Sensor Box Packages**

This page features a full list of the Sensor Box Packages that Axciton offers. The package name is listed along with its domestic price (for customers in US & Canada) and its international price (for customers outside of US & Canada).

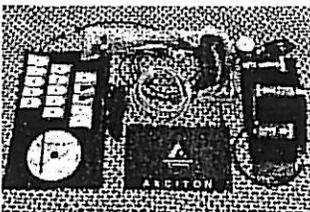


Product Name	Domestic Price (USD)	International Price (USD)**
<u>5-Channel USB Box Package</u>	\$5,000	\$7,245
White Star 2 algorithm	\$2,500	\$2,875
Pentax printer, paper tray, supplies, support	\$505	\$581
<u>8-Channel USB Box Package</u>	\$7,500	CALL
Portable polygraph chair	\$550	\$663
Spare set of gsr, pneumos, cardio, 3cuffs (set discount)	\$306	\$352
<u>4-Channel Serial Box Package</u>	\$1,500	\$2,000
<u>Additional 3-Year Warranty on Box</u>	\$475	\$547

\* All major credit cards accepted.

\*\* outside US orders pay by direct wire transfer only and are subject to US export approval.

**5-Channel USB 16 bit Sensor Box Package (recommended)**



Includes:

Five Channel 16 bit Sensor Box & USB Cable

Advanced military Countermeasure Motion Sensor Pad  
Latest Axciton Polygraph Software  
CHART ANALYSIS® Computerized Polygraph Chart Scoring Algorithm

Free access to Star analysis algorithm by email  
Axciton Pharmaceutical Dictionary Software (APD)  
Upper and Lower Pneumographs with extension chains, Cardio Assembly with 3 Cuffs, GSR assembly, motion pad  
Instructional Manual, Video  
THREE YEAR UNCONDITIONAL WARRANTY on Sensor Box

\$5,000 USD [ [how to order](#) ] [ [questions?](#) ] [ [back to top](#) ]

**8-Channel Sensor Box Package**

Includes:

Everything in the 5 channel sensor box package as well as 3 more 16 bit data channels ready for other sensors operating from 0 to 5 volts. This feature is useful for either researchers studying new sensing directions, or examiners wishing additional separate movement pads. All Axciton data is 16 bit with Axcitons advanced proprietary noise reduction technology.

\$8,000 USD [ [how to order](#) ] [ [questions?](#) ] [ [back to top](#) ]

**Custom packages - laptop, desktop, monitor, configured office furniture to fit your professional needs**

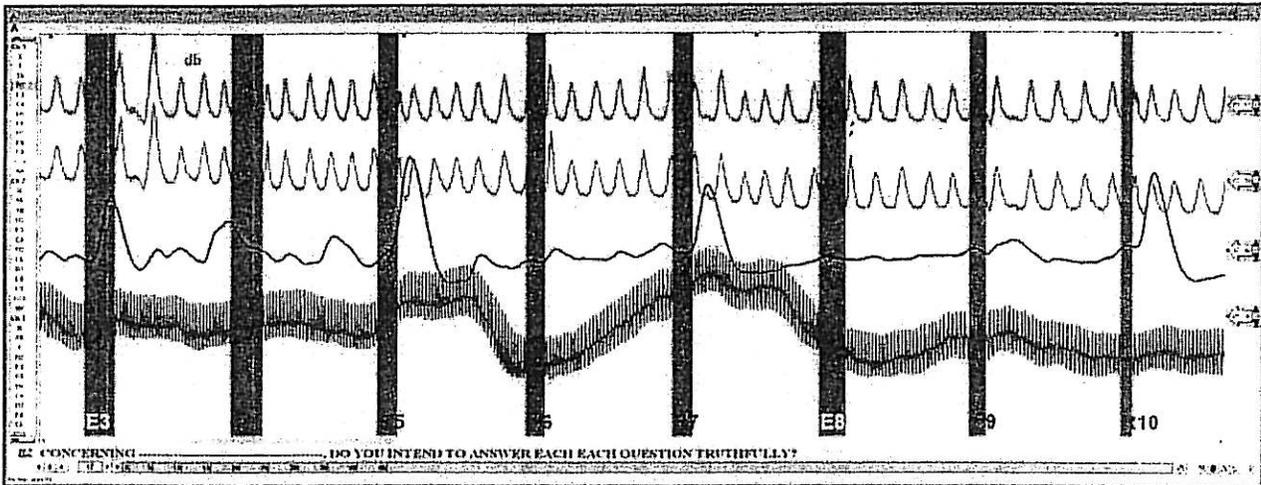
Includes:

Axciton sensor box of your choice and computer, monitor, camera, printer, of your choice.

(Call to define your custom computer needs and price) [sales@axciton.com](mailto:sales@axciton.com) Ph: 800-460-2645

[ [how to order](#) ] [ [questions?](#) ] [ [back to top](#) ]

**Additional 3-Year Warranty on any Axciton sensor /Box**



Includes:

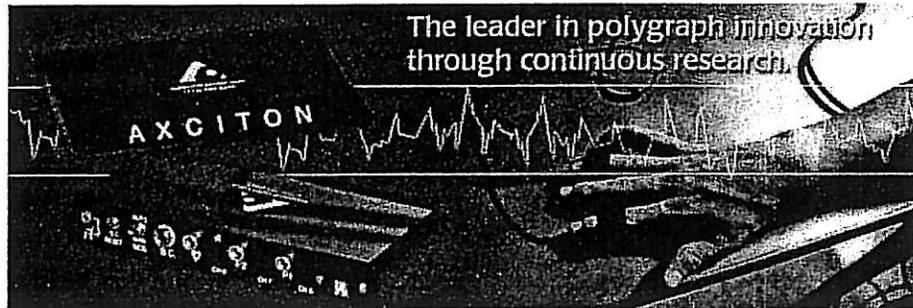
Additional THREE YEAR UNCONDITIONAL PARTS AND LABOR WARRANTY on Sensor Box

\$475 [ [how to order](#) ] [ [questions?](#) ] [ [back to top](#) ]

There is an extra charge for shipping and handling for all orders. Shipping and handling is not included in the international price. If you have questions about an order, please [contact us](#) and we will answer your questions.

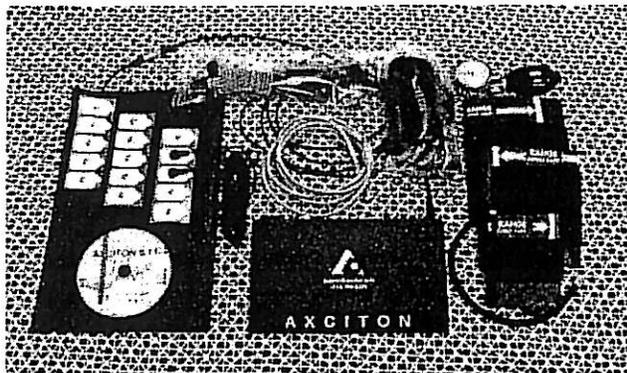


Axciton Systems, Inc.



Sensor Box Description

Sensor Box Package Product Description



The Axciton Basic Sensor Box Package includes the following :

- 5 or 8 Channel Sensor Box
- Upper and Lower Pneumographs
- Sphygmomanometer Assembly with 3 cuffs
- GSR assembly
- Motion Sensor (available only with a 5 channel sensor box)
- Serial Cable
- Pharmaceutical Dictionary
- Axciton Polygraph Software for Windows
  - Including: Axciton's Exclusive Chart Enhancement Tools
- AXCITON CHART ANALYSIS SOFTWARE
- 3 YEAR UNCONDITIONAL WARRANTY ON SENSOR BOX

Minimum Computer Requirements

Axciton Polygraph software for Windows version 2.31 and higher will run on the following windows operating systems; Win98, WinNT, WinME, Win2k, WinXP. The current version of the Windows software is available at your request.

A computer should have the following specifications to use our sensor box package:

Required	Recommended
450 MHz Processor or higher	900 MHz Processor or higher
128Mb RAM	256Mb RAM
Windows Operating System	Windows XP Operating System
Serial Port	Serial and USB Port
CD ROM	CDRW

TFT monitor or Active Matrix for Laptops	LCD Monitor or 15" Active Matrix for Laptops
16Mb Graphics Card	32Mb Graphics Card or more

#### Key Benefits

- Please see our [attachment](#) and [indexer](#) demos in the demos menu
- Superior Signal Quality
  - All computerized polygraph systems acquire biological data by converting the signal received from the physiological components (pneumographs, GSR, sphygmomanometer, etc.) into electrical impulses. While it is a relatively simple task to convert pressure readings, such as from the pneumographs or the blood pressure, it is far more difficult to convert the signal from the finger plates, or GSR. *Axciton's sensor box systems perform an exceptional job in acquiring data from the GSR.*
- Superior Software
  - Our software is designed by the needs and wants of examiners currently working in the field. Recent articles, several federal agencies and polygraph schools have attested to the fact that *Axciton now has the most user friendly and solid windows software package in the industry.*
- **Delete, Copy, Print and Analyze** one or more session(s) at a time
  - Axciton's unique indexer allows examiners to do all of the above and more to any number of sessions. See our [indexer demo](#) for more details.
- Unparalleled Session Display and Analysis Tools
  - *We have developed advanced software algorithms, such as White Devagus, White Balance and White Standard which are included in the software package at no extra cost.* They help ease and enhance the hand scoring process. Please see [Chart Enhancement Tools](#) for more details on these innovative tools. For demos or examples, please refer to the Demos section on our web site [www.Axciton.com](http://www.Axciton.com).
- Axciton Pharmaceutical Dictionary
  - A *searchable drug reference* containing a list of drugs, which may affect the pneumographs, cardio, or GSR. These may be easily searched by the street name, pharmaceutical name or the trade name. (This part of the program uses Adobe Acrobat reader).
- **Continuous research and software development**
  - We have recently finished our new algorithm, *Despike*. This algorithm helps repair skipped or premature heartbeats. It also helps repair signals that reflect brief muscle twitches or movements. This new algorithm works in conjunction with our existing White Devagus. Please contact us for more information.
- **Axciton implements customer specific requests.** In other words, we welcome customers' suggestions for changes and/or additions to *provide you with a software that best meets your needs and desires.*

© 2006, Axciton Systems, Inc.

# RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF HAND-HELD PORTABLE BREATH ALCOHOL TESTING INSTRUMENTS AND ACCESSORIES FROM INTOXIMETERS INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121

WHEREAS, Benton County entered into an Interlocal Agreement with the City of Kennewick and the City of Richland for the 2009 Recovery Act Byrne Justice Assistance Grant (JAG) Program Award on May 1, 2009; and

WHEREAS, the Interlocal Agreement was filed the Benton County Auditor's Office by the City of Kennewick on July 1, 2009, filing number 2009-019650; and

WHEREAS, Benton County's portion of the 2009 Recovery JAG Award is \$39,175, which will be used to procure computer forensic mobile phone hardware and software, a polygraph instrument, portable digital radios, and hand-held portable breath alcohol testing instruments; and

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 Benton County Sheriff's Office consulted the vendors list and found Intoximeters Inc. as the only company on the vendor list that offers hand-held portable breath alcohol testing instruments and accessories; and

WHEREAS, Intoximeters Inc. provided a quote in the amount of \$17,209.95 including WSST and shipping, for 37 hand-held portable breath alcohol testing instruments and 1,200 mouthpieces; and

WHEREAS, the Patrol Captain has reviewed the quote for completeness and recommends purchasing the hand-held portable breath alcohol testing instruments and accessories from Intoximeters Inc.; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board concurs with the Patrol Captain's recommendation and hereby authorizes the purchase of the 37 hand-held portable breath alcohol testing instruments and 1,200 mouthpieces from Intoximeters Inc. in the amount of \$17,209.95 including 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, S. Keane, Purchase file

# Intoximeters

World Leader in Breath Alcohol Testing for Over Fifty Years

## QUOTATION

(Please include a copy of quotation with your order)

TO:	Benton County Sheriffs Department	Quote Number:	scbcsd062509
ATTN:	Lieutenant Vannoy	Quote Date:	June 25, 2009
	7122 WEST OKANOGAN # A	Estimated Delivery Date:	30 Days ARO
	KENNEWICK, WA 99336	Terms:	Net 30 With Credit Approval or CIA
PHONE:	509-735-6555x3283	F. O. B. Point:	Origin
FAX:	509-783-5852	To Be Shipped Via:	best way
		Rep Territory:	Rich Bosman
		Expiration Date:	July 25, 2009

\*\*\*\*\* **NEW ACCOUNT** – Please complete attached credit application and submit with your order.

Part Number	Description	Quantity	Unit Price	Extended Price
40-0000-02	Alco-Sensor FST	37	\$420.00	\$15,540.00
	Complete with:			
	Manual			
	25 Mouthpieces			
	Carrying Case			
	Online Training/E Manual			
	Warranty - One Year Parts and Labor			
	<b>Additional Items included:</b>			
	Rubberized Grip			
	Rubber Display Bezel			
	Wrist Strap			
	Web Based Training			
23-0120-00	Alco Sensor FST Mouthpieces	1,200	\$0.20	\$240.00
	<b>Subtotal</b>			<b>\$15,780.00</b>
	Estimated Freight Charge-Shipping via Ground			\$111.00
	WA State Sales Tax @ 8.3%			\$1,318.95
	<b>TOTAL</b>			<b>\$17,209.95</b>

Applicable state sales tax and shipping charges will be added to invoice. See next page for complete terms and conditions  
 Products not manufactured by Intoximeters are covered under the Original Equipment Manufacturer (OEM) Warranty.

\* Shipment of new orders may be delayed until all past due balances, if any, are settled.

By: \_\_\_\_\_  
 Steve Cruz, Inside Sales

8110 Lackland Road, Saint Louis, Missouri 63114  
 Phone: 314-429-4000, FAX: 314-429-4170  
<http://www.intox.com>

# **Intoximeters**

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World Leader in Breath Alcohol Testing for Over Fifty Years

May 16, 2008

TO WHOM IT MAY CONCERN:

This letter will certify that Intoximeters, Inc. is the sole source provider for the the ALCO-SENSOR FST breath alcohol testing equipment, supplies and parts.

Sincerely,



M. Rankine Forrester  
Chief Executive Officer

110 LACKLAND ROAD • SAINT LOUIS MISSOURI • 63114  
PHONE 314-429-4000 • FAX 314-429-4170  
<http://www.intox.com>

K

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD'S SIGNATURE ON THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WA; RICHLAND, WA, AND COUNTY OF BENTON, WA FOR THE 2009 RECOVERY ACT BYRNE JUSTICE ASSISTANCE GRANT (JAG), CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL DEPARTMENT 121.

WHEREAS, the Benton County Sheriff's Office came before the Board on March 30, 2009 to inform the Board about the 2009 Recovery Act JAG Grant that the City of Kennewick was applying for on behalf of the City of Kennewick, City of Richland, and Benton County; and

WHEREAS, the Board agreed with this grant funding and usage and directed the Sheriff's Office to move forward with the grant paperwork; and

WHEREAS, an Interlocal Agreement between the City of Kennewick, City of Richland, and Benton County was part of the 2009 Recovery Act JAG application packet; and

WHEREAS, the Benton County Sheriff's Office received the Interlocal Agreement on May 11, 2009; and

WHEREAS, in order to meet the deadline of May 18, 2009 for the 2009 Recovery Act JAG application, the Chairman of the Board of the Benton County Commissioners signed the Interlocal Agreement and the City of Kennewick submitted the application on May 13, 2009; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman's signature on the Interlocal Agreement for the 2009 Recovery Act Byrne Justice Assistance Grant (JAG), which was filed with the Benton County Auditor's Office by the City of Kennewick on July 1, 2009, filing number 2009-019650; and

**BE IT FURTHER RESOLVED** Benton County's portion of the 2009 Recovery Act JAG award is \$39,175; and

**BE IT FURTHER RESOLVED** that the term of the Interlocal Agreement commences May 1, 2009 and expires on December 31, 2012.

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, City of Kennewick

9:05

<b>AGENDA ITEM:</b> Board Action	<b>TYPE OF ACTION NEEDED</b>	CONSENT AGENDA
<b>MEETING DATE:</b> B/C 07-20-09 F/C 07-13-09	Executive Contract      XX	PUBLIC HEARING
<b>SUBJECT:</b> Frederico DeVoe, dba, Well Spoken Interpreting Contract Amendment	Pass Ordinance	1 <sup>st</sup> DISCUSSION
<b>Prepared By:</b> Sharon Paradis	Pass Motion	2 <sup>nd</sup> DISCUSSION
	Other	OTHER XX

**BACKGROUND INFORMATION**

The Counties entered into a Personal Services Agreement with Frederico DeVoe, dba, Well Spoken Interpreting, in April 2007, for interpreting services to the Juvenile Court. Sharon Paradis, in consultation with Sarah Perry, Benton Deputy Prosecuting Attorney, believes that it is the best interest of the Counties to terminate this Agreement.

**SUMMARY**

The Personal Services Agreement between the Benton-Franklin Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting, should be terminated in the best interest of the Counties.

**RECOMMENDATION**

Sharon Paradis recommends that, in the best interest of the Counties, that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County terminate the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting.

**FISCAL IMPACT**

None

**MOTION**

I move that the Board of Commissioners terminate the Personal Services Agreement between the Benton-Franklin Counties Juvenile Justice Center and Frederico DeVoe, dba, Well Spoken Interpreting in the best interest of the Counties.

**Boards of County Commissioners**

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

**BENTON COUNTY**  
P. O. Box 190  
Prosser, WA 99350-0190  
(509) 786-5600

**FRANKLIN COUNTY**  
1016 North Fourth Avenue  
Pasco, WA 99301-3706  
(509) 545-3535

Brad Peck  
District 1  
Bob Koch  
District 2  
Rick Miller  
District 3

Mr. Frederico DeVoe, dba, Well Spoken Interpreting  
2805 W. Ella Street  
Pasco, WA 99301

Re: Notice of Termination of Personal Services Agreement

Dear Mr. DeVoe:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Personal Services Agreement. This is notice by Benton County and Franklin County of the termination of the Personal Services Agreement signed by you on March 1, 2007, and by the Board of Benton County Commissioners and the Board of Franklin County Commissioners on April 2, 2007 and April 4, 2007, respectively. The above referenced Personal Services Agreement is hereby terminated effective on July 31, 2009 pursuant to Section 8.A of the Personal Service Agreement.

Dated this 20<sup>th</sup> day of July 2009

BENTON COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Dated this 13<sup>th</sup> day of July 2009

FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Sharon A. Paradis Date  
Administrator, Benton-Franklin Juvenile Justice Center

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 TERMINATION OF THE PERSONAL SERVICES AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND FREDERICO DE VOE, DBA, WELL SPOKEN INTERPRETING, BENTON COUNTY RESOLUTION 07 217 AND FRANKLIN COUNTY RESOLUTION 2007 155, and

**WHEREAS**, Sharon Paradis, Administrator of the Benton-Franklin Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Agreement between the Benton-Franklin Juvenile Justice Center and Frederico De Voe, dba, Well Spoken Interpreting be terminated; and

**WHEREAS**, the Board of Benton County Commissioners and the Board of Franklin County Commissioners have determined that termination of the Personal Services Agreement between the Benton-Franklin Juvenile Justice Center and Frederico De Voe, dba, Well Spoken Interpreting Benton County Resolution 07 217 and Franklin County Resolution 2007 155, is in the best interest of the Counties, **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners are, in the best interest of the Counties, terminating the Personal Services Agreement between the Juvenile Court and Frederico De Voe, dba, Well Spoken Interpreting, Benton County Resolution 07 217 and Franklin County Resolution 2007 155, and

**BE IT FURTHER 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 attached termination letter.

DATED this 20<sup>th</sup> day of July 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 13<sup>th</sup> day of July 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. 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

July 8, 2009

9:15

Max Benitz, Jr., Chair  
Leo Bowman  
James Beaver  
Benton County Board  
of Commissioners  
P. O. Box 190  
Prosser, WA 99350

Rick Miller, Chair  
Bob Koch  
Brad Peck  
Franklin County Board  
of Commissioners  
1016 N. Fourth Ave.  
Pasco, WA 99301

Dear Commissioners:

I met with you a few weeks ago to discuss Juvenile Drug Court funding. During that time I talked about the program capacity but would appreciate the opportunity to discuss this issue and receive clarification:

Background: The Juvenile Drug Court Program, when fully funded, has had a maximum capacity of 25 participants. The funding previously provided by the State has been eliminated effective July 1, 2009, and the Counties are addressing supplemental funding to provide full programming for those youth who are currently in the program. During our last meeting, we discussed that we would maintain a maximum caseload of 12 to 13 youth in the program for the remainder of the year and that the Counties were not likely to provide funding in 2010 to cover the 50% that the State has previously provided.

Our current Juvenile Drug Court caseload is 15 youth, two of who are on warrant status. We anticipate graduating another 4 youth over the next 3 months. Among a number of other program components that make this program effective in reducing recidivism, part of the positive impact of drug court programs results from the interaction between youth in the program. When this opportunity for peer support, encouragement and chastisement is missing, the programs effectiveness is impacted.

Recommendation: That we be able to maintain an active participation capacity of at least 12 youth by accepting youth into the program who are currently on the waiting list for the Juvenile Drug Court when participant number drops below 12.

Benton County Board of Commissioners, July 20, 2009 Board Agenda  
Franklin County Board of Commissioners, July 13, 2009 Board Agenda

I look forward to meeting with each of the Boards regarding these matters.

Sincerely,



Sharon A. Paradis  
Administrator

9:25 am

## EXECUTIVE SESSION

Pending Litigation

R Brown

9:40 am

## EXECUTIVE SESSION

Potential Litigation

S Perry