

July 21, 2008

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

July 7, 2008, 9:00 am.

Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Mike Shuttleworth and Susan Walker, Planning Department; DPA Ryan Brown; Steve Becken, Public Works; Treasurer Duane Davidson; Lisa Small, Commissioners' Office; Ed Thornbrugh, Human Services; Personnel Manager Melina Wenner; Safety/Training Coordinator Bryan Perry; Sue Schuetz, Larry Moser and Bryan Thorp, Public Works; and Erhiza Rivera, Treasurer's Office.

Other Business

Canvassing Board

Chairman Oliver indicated it would be necessary to appoint Commissioner Benitz to the Canvassing Board since it was an election year for both Commissioner Bowman and himself. The Board concurred.

Meeting Cancellation

The Board cancelled the July 14 meeting.

Approval of Minutes

The Minutes of June 23, 2008 were approved as corrected.

Review Agenda

Commissioner Benitz requested that item "o" (Granting a Non-Exclusive Franchise) be pulled from the consent agenda. Commissioner Benitz said he was agreeable to extending the franchise period to 10 years, but was not agreeable to increasing the application fee.

Steve Becken said the administrative cost to monitor the franchises was the same per year, regardless of whether it was five or 10 years. Commissioner Bowman said it was just a matter of streamlining the process by going to a 10-year franchise and if the time period was left the same, it would still be \$50 a year.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “v”, pulling ‘o’. Commissioner Bowman seconded and upon vote, the Board approved the following:

Commissioners

- a. Business Travel and Expense Policy

Facilities

- b. Notice of Completion for Window Cleaning at the Justice Center
- c. Award of Architectural Services

Fairgrounds

- d. Lease Agreement w/WSU Extension Office
- e. Lease Agreement w/Events West, LLC
- f. Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse

Human Services

- g. Agreement, #BEN/FR-MHBG, w/Greater Columbia Behavioral Health
- h. Membership Agreement w/Essential Learning Customized Staff Training

Juvenile

- i. Personal Services Contract w/Ernie Chapin
- j. Contract Amendment w/Frederico DeVoe, dba Well Spoken Interpreting
- k. Agreement Amendment w/DSHS for Aggression Replacement Training Staff Training
- l. Contract Amendment w/DSHS for Reinvesting in Youth Project

Planning

- m. Planning Commission Appointments

Road/Engineer

- n. State Auditor's Examination of Financial Activities for Drainage Improvement Dist. Nos. 6, 9, 10 and 11 Sub A
- p. Pavement Marking 2008
- q. Sheet One of Eight for Summit View, Phase 6, CE 1906 CRP
- r. Consultant Agreement for Appraisal Services
- s. Consent to Use Agreement w/Dept of the Interior, Bureau of Reclamation
- t. Authorization to Sign 1 of Webber Canyon Road – CE 1620 CRP Plans

Sheriff

- u. Interlocal Agreement w/City of Kennewick for Division of Federal Justice Assistance Grant
- v. Contract w/Consolidated Food Management Inc. for Food Services @ the Jail

Item “o” – Amendment to Non-Exclusive Franchises Within Benton County

MOTION: Commissioner Bowman moved to approve consent agenda item “o”, extending the term for franchise renewals to ten (10) years and increasing the franchise cost to \$500. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

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

Ordinance Amendment Workshop

Mike Shuttleworth and Susan Walker provided an overview of the amendment to the ordinance that set the procedures and standards for amendments to the Comprehensive Plan. DPA Ryan Brown said the amendment was just formalizing what was already required.

MOTION: Commissioner Benitz moved to approve the ordinance amendment to go to a public hearing. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:19 a.m.

Executive Session – Potential Litigation

The Board went into executive session with DPA Ryan Brown at 9:19 a.m. for approximately 30 minutes to discuss potential litigation. Also present were DPA Sara Perry (via/videoconference), David Sparks, Cami McKenzie, Roy Rogers, Melina Wenner, Bryan Perry, and Loretta Smith Kilty. The Board came out of executive session at 9:52 a.m. Mr. Brown announced that no decisions were made but direction was given with respect to claims against the County.

The Board briefly recessed, reconvening at 9:57 a.m.

Park Board Report

Bert Lake gave a “Park Board” report to the Commissioners and discussed the following issues:

- Goals for the Chairman
- Participation, Volunteerism, and Partners in Parks
- Events
- Major Accomplishments
- Major current projects
- Upcoming Projects
- Other Issues (Park Development Fund, Badger Mountain funding, revision of Parks Plan)

Continued Public Meeting – SUB 07-03 – Preliminary Plat of Rivers Edge Estates

Mike Shuttleworth presented a remand order for the Board to send the Preliminary Plat of Rivers Edge Estates back to the Planning Commission requesting it receive additional evidence and to reconsider the recommendation after considering such evidence.

MOTION: Commissioner Bowman moved to approve the remand order for the preliminary plat of Rivers Edge Estates, SUB 07-03. Commissioner Benitz seconded and upon vote, the motion carried.

Continued Public Hearing – Kennewick Irrigation District Franchise

Steve Becken presented the petition for nonexclusive franchise filed by Kennewick Irrigation District.

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

MOTION: Commissioner Benitz moved to approve the petition for nonexclusive franchise filed by Kennewick Irrigation District. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:30 a.m.

Continued Public Hearing – C & M Orchards Franchise

Steve Becken and Sue Schuetze presented the petition for nonexclusive franchise filed by C & M Orchards.

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

MOTION: Commissioner Benitz moved to approve the petition for nonexclusive franchise filed by C & M Orchards. Commissioner Bowman seconded and upon vote, the motion carried.

Public Hearing – Supplemental Appropriation Request

Linda Ivey presented the Supplemental Appropriation for the Benton-Franklin Health District.

Chairman Oliver asked if Franklin County's portion of the supplement was complete. It was stated that Franklin County had already approved their supplemental appropriation.

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

MOTION: Commissioner Benitz moved to approve the supplemental appropriation in the amount of \$281,593 for the Benton-Franklin Health District. Commissioner Bowman seconded.

Discussion

Commissioner Bowman said he was unclear about the impacts in future years. He wanted to know if this was a one-shot deal or anticipated to be an ongoing expense.

Commissioner Benitz said the cities had not participated in more than 10 years and this increase was really catch-up. He said the finance committee would go back again and review revenues and expenditures and bring back a recommendation. He said he was not sure if it would increase or decrease, but the budget would be scrutinized.

Commissioner Bowman said he was concerned about availability of funds and that if new funds came from the State, would they be able to supplant these funds. Dr. Jecha said they were going to ask for discretionary funds in that package.

Mr. Sparks said this supplement was just an assessment, not specific to a program, and was generic in regard to the supplanting issue.

Upon vote, the motion carried.

Executive Session – 2nd Quarter Litigation Report

The Board went into executive session with DPA Ryan Brown at 10:41 a.m. for approximately 10 minutes for a 2nd quarter litigation report. Also present were David Sparks, Cami McKenzie, Melina Wenner, and Loretta Smith Kelty. The Board came out of executive session at 10:46 a.m. Mr. Brown announced that no decisions were made in executive session.

STP Funds from Port of Benton

Larry Moser said the Port of Benton requested the County exchange Surface Transportation Program funds (STP) in the amount of \$92,484 for County Road funds, at an exchange rate of 85 cents per dollar in Road funds. He said the money would be applied to Webber Canyon and would save the County about \$14,000.

MOTION: Commissioner Bowman moved to approve the resolution authorizing the exchange of STP funds for County Road funds in the amount of \$78,611 for the Port of Benton. Commissioner Benitz seconded and upon vote, the motion carried.

SUB 08-01 – Summit View Final Plat Phase 5 Subdivision

Mike Shuttleworth presented the final plat for Summit View Phase 5 Subdivision.

MOTION: Commissioner Benitz moved to approve the final plat of Summit View Phase 5 for Tri-City Development Corp. Commissioner Bowman seconded and upon vote, the motion was approved.

The Board briefly recessed, reconvening at 10:55 a.m.

Rattlesnake Mountain Access Update

Adam Fyall updated the Board on the following issues:

Laliik Area

Mr. Fyall said there was an application filed by DOE proposing to designate a section of Laliik as a national historic place, which has caused some concern in the community. He said that he and Commissioner Benitz attended a meeting and expressed concern and there was now a modified version of the map and a modified version of the application, to include only public lands inside the Hanford site. He said they were waiting for another public meeting, tentatively set for July 23, to hopefully resolve the issue.

Summit Access

Mr. Fyall discussed the letter presented to Congressman Hastings regarding summit access on Rattlesnake Mountain and the subsequent meeting with him. He said they were continuing to work the issue and it appeared that DOE was interested in resolving this issue by accommodating the lessees. He said the cost to maintain the 18-mile road was a burden to DOE and they wanted to use that money for cleanup. He indicated there had been discussion about Benton County taking possession of that road.

Commissioner Benitz said they were asked to take the issue to the "Good Roads Association" and they were working on that and considering security by Hanford Patrol with a card lock system for access. Commissioner Bowman said he would discuss the issue with Mr. Dunfee and it was his hope to have DOE complete some upgrades before Benton County took possession of the road.

Executive Session - Potential Litigation

The Board went into executive session at 11:10 a.m. with DPA Kathleen Fitzgerald for approximately 10 minutes to discuss potential litigation on Claim CC 08-13. Also present were David Sparks, Cami McKenzie, Melina Wenner, Steve Becken, Bryan Thorp, Ryan Brown, and Loretta Smith Kelty. The Board came out of executive session at 11:25 a.m. Ms. Fitzgerald announced that no decisions were made in executive session.

Actuary Study Service Agreement

Melina Wenner provided an agreement with PriceWaterHouseCoopers to provide actuarial reports for workers' compensation and self-insurance liability programs to ensure adequate funding for potential claims and audit purposes.

Commissioner Bowman stated that his grandson worked for PriceWaterHouseCoopers, although he performed audits in Australia in another capacity. However, he said he felt he could make a decision without that fact influencing his decision.

Chairman Oliver asked Ms. Wenner how she had utilized the recommendations from the last report. Ms. Wenner said she used numbers based on worker hours and vehicle counts to charge departments for their workers compensation and risk management budgets. She said it was very important to perform those studies every few years. Chairman Oliver also wanted to know if the data referenced safety information relative to different departments. Melina said Bryan Perry would be able to use the data from claims that were filed to make sure safety issues for each department were being addressed.

Commissioner Bowman wanted to know if they would be looking at the lessee's insurance requirements at the Fairgrounds. Ms. Wenner stated they would not be looking at those requirements.

MOTION: Commissioner Benitz moved to approve the contract with PriceWaterHouseCoopers LLP for actuarial services for the Benton County Workers Compensation and Self-Insured Liability programs. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 11:40 a.m.

Claim for Damages

CC 08-15: Received on June 25, 2008 from Jayme Crow for injuries caused during a vehicle accident on a county road.

Vouchers

Check Date: 06/27/2008
Warrant #: 901132-901393
Total all funds: \$2,600,928.53

Check Date: 07/03/2008
Warrant #: 901459-901638
Total all funds: \$574,392.24

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

Resolutions

08-633 Interlocal Agreement w/City of Kennewick for Division of Federal Justice Assistance Grant
08-634 Membership Agreement w/Essential Learning Customized Staff Training
08-635 Business Travel and Expense Policy
08-636 Notice of Completion for Window Cleaning at the Justice Center
08-637 Award of Architectural Services
08-638 Lease Agreement w/WSU Extension Office
08-639 Lease Agreement w/Events West, LLC
08-640 Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse

- 08-641 Agreement, #BEN/FR-MHBG, w/Greater Columbia Behavioral Health
- 08-642 Personal Services Contract w/Ernie Chapin
- 08-643 Contract Amendment w/Frederico DeVoe, dba Well Spoken Interpreting
- 08-644 Agreement Amendment w/DSHS for Aggression Replacement Training Staff Training
- 08-645 Contract Amendment w/DSHS for Reinvesting in Youth Project
- 08-646 Reappointment of Lloyd Coughlin to Benton County Planning Commission
- 08-647 Reappointment of Faye Nelson to Benton County Planning Commission
- 08-648 State Auditor's Examination of Financial Activities for Drainage Improvement Dist. Nos. 6, 9, 10 and 11 Sub A
- 08-649 Pavement Marking 2008
- 08-650 Sheet One of Eight for Summit View, Phase 6, CE 1906 CRP
- 08-651 Consultant Agreement for Appraisal Services
- 08-652 Consent to Use Agreement w/Dept of the Interior, Bureau of Reclamation
- 08-653 Authorization to Sign 1 of Webber Canyon Road – CE 1620 CRP Plans
- 08-654 Contract w/Consolidated Food Management Inc. for Food Services @ the Jail
- 08-655 Remand Order for Preliminary Plat of Rivers Edge Estates
- 08-656 Extension of Franchise Term and Increase of Fee for Non-Exclusive Franchises in Benton County
- 08-657 Supplemental Appropriation to the 2008 Current

There being no further business before the Board, the meeting adjourned at approximately 11:45 a.m.

Clerk of the Board

Chairman

MINUTES

BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS

Special Bi-County Board Meeting
July 7, 2008, 2:00 p.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA

Benton County

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

Employees Present: Loretta Smith Kelty, Deputy Administrator; DPA Ryan Brown; Human Services Manager Carrie Huie-Pascua; Ed Thornbrugh, Human Services; Linda Ivey, Finance Manager.

Franklin County

Present: Chairman Bob Koch
Commissioner Neva J. Corkrum
Commissioner Rick Miller
County Administrator Fred Bowen

Benton Franklin Community Action Committee

Judith Gidley and Cricket Cordova, CAC, briefed the Board on their research in the development of a consolidated crisis response center (CCRC). Ms. Gidley stated for the record that CAC had no vested interest or desire to run a CCRC.

Ms. Cordova said that CAC had been actively involved in data collection, including conferences and consultations with experts and was now requesting the Boards approve a contract with an independent expert to systematize and fine-tune the information collected into a comprehensive report. They recommended a contract with Ann Strode based upon her mental health experience and 13 years as a public capital project manager and administrator.

Carl Cadwell said the group needed to get a grasp of what the vision was and put all the pieces together to have a final end product. He said once the vision was complete, it would be ready to complete a preliminary architectural design and they were looking at two possible sites in Vista Field.

Commissioner Bowman said he had concerns about who would own the building, whether it should be built as a public works project, and whether the County should proceed with an RFP to hire a consultant.

Commissioner Oliver said the group was using the Worksource model approach since the Board had expressed it did not want to spend money on this as a capital project.

Commissioner Benitz said he agreed it was something the Boards should look at cooperatively with Human Services. He recommended that CAC and Human Services develop a scope of work and get a legal review.

Commissioner Corkrum said she was under the impression Dr. Cadwell would construct the building and didn't think it would need to be a Public Works project. She requested a financing plan for the lease and/or ownership of the building and how it would be managed. She also requested Human Services to work with CAC on the plan and said if a consultant were needed, she wouldn't have a problem with that.

Commissioner Miller said he thought they should do it right and was agreeable to getting a consultant, either Ann Strode or through an RFP.

Commissioner Koch said he also was concerned about whether the Counties should complete an RFP. He also said he wanted to see a scope of work and believed it was a joint project between CAC and Human Services.

David Sparks said CAC and Human Services could develop the contract and scope of work and the Counties could then amend the resolution to reflect the use of other funds.

Carrie Huie-Pascua said that Human Services would still like to present their information before the Boards decided whether to hire a consultant. Additionally, they wanted to present information that has been gathered to the CCRC Committee since they had not met again due to scheduling conflicts.

Human Services – Update on Consolidated Crisis Response Center

Ed Thornbrugh gave a Powerpoint presentation on the CCRC update and briefly discussed the following issues: current services and situation, priorities, inputs, assumptions, external factors, and short, medium, and long term goals.

Commissioners Bowman and Benitz both agreed the reports could be brought together and look at hiring a consultant.

Chairman Oliver discussed his desire to have Mr. Sparks work with CAC to develop the scope of work and contract.

In response to a question by Commissioner Corkrum, Ryan Brown said that RFP's were not necessarily required for professional services, unless it was for architectural and engineering or public works services.

Benton County

MOTION: Commissioner Benitz moved to approve Human Services to work with CAC for development of the CCRC. Motion died for lack of a second.

MOTION: Commissioner Bowman said he liked Commissioner Benitz' motion, but wanted to include the County Administrators to work with Human Services and CAC to develop the scope of work. Chairman Oliver seconded.

Upon vote, the motion carried with Commissioner Benitz abstaining because he did not know what he was voting for.

Franklin County

MOTION: Commissioner Corkrum moved to approve that CAC and Human Services develop a scope of work and have the administrators facilitate the process to move it along. Commissioner Miller seconded and upon vote, the motion carried.

Human Services – Update on Goals and Objectives

Ms. Huie-Pascua presented a written status report on Human Services goals and objectives, briefly discussing the following areas: Developmental Disabilities, Housing, Mental Health, Prevention, and Substance Abuse short and long term goals and the status of those goals.

Greater Columbia Behavioral Health (GCBH) Funding – Update

Ms. Huie-Pascua said that Human Services needed to continue to be prudent with programs and delivery of services so it would continue to receive support through the state and federal contracts.

Commissioner Benitz provided information on funding formulas and allocations for GCBH. He indicated that based on Funding Formula #3A, Benton and Franklin Counties would receive 5.01% of the total allocation, a \$1.1 million increase due to the Counties' ability to lower the per bed day cost.

Commissioner Benitz requested the Boards review funding formula 3A and whether it wanted to consider changing to a straight formula based on services used by each county.

The Boards adjourned the meeting at 3:50 p.m.

Clerk of the Board

Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Public Hearing
July 7, 2008, 7:00 p.m.
Finley Grange, Main Street
Finley, WA

Present: Chairman Claude Oliver
Commissioner Max E. Benitz, Jr.
Commissioner Leo Bowman
Clerk of the Board Cami McKenzie
Steve Becken, Public Works

Public Hearing – Proposed Establishment of Piert Road

Steve Becken said the Public Works Department received the Engineer's Report for the alternative route for Piert Road, which begins near the intersection of Piert Road and SR 397 and runs northerly to intersect with Bowles Road near Agrium.

Rick Door, project engineer for JUB, said the County Engineer was required to provide an engineer's report to change an alignment of a road. He said there were five requirements for the engineer's report that included: necessity of road; terminal points and general course of direction; width of right of way; cost of construction; and other project factors (environmental impacts, functionality, compatibility, property impacts, and public support).

Steve Becken reviewed the Public Works recommendations for alternate routes and outlined the good and bad points. The recommendations included Alternate 1, Alternate 4, Alternate 6, and Alternate 7.

Public Testimony

Tana Bader, Port of Kennewick, discussed the Port's desire to create opportunities for employment, construct a rail loop, and have a road with the least amount of negative impacts. She said their preferred alternatives were Routes 4, 6, and 14, preserving the opportunity to create a loop, keep jobs, address community concerns, and allow future growth. She indicated the Port had provided funds to facilitate the process and were willing to deed between three and six acres of right of way, depending on the route and may be able to partner on the preferred alternative.

Brian Brendel, Columbia Energy, said they were focused on their particular interest, purely from the perspective of their project, and recommended Alternate 6.

Gene Mercer, representing Northwest Game Birds, LLC, Kennewick Game Farm, LLC, and the Mercer family, asked the Commissioners not to build the road because there were enough doubts represented. He said that Columbia had not put up any money or contracts and in his opinion, the County had already lost over \$1 million in investments. He said the County should wait to see if they build their company. If the County did not want to wait, he recommended Alternate 1. Mr. Mercer later stated that he meant Alternate 7, which was originally approved as the preferred alignment.

Jim Baxter said he liked the road that was originally planned, Alternate 1. Mr. Baxter also later stated that he meant Alternate 7.

Tom Klein, representing Agrium, said if the Board decided to take a western route, he recommended Alternate 6A (which was later stated to mean Alternate 15).

Bob Daily said he did not understand why a road was being built. He expressed concerns about restrictions for a county road, the speed limit and safety of school bus stops, easements, and slow moving farm equipment.

Ramone Susilla said he had lived on the same parcel since 1959 and that Finley used to be a thriving agricultural community. He said he did not understand why the County couldn't terminate the county road and tie into South 397 or not build at all since Bowles Road was already improved. He expressed concern about the ethanol plant and said they did not have money in hand to commit to building.

Dave Weamer said he was concerned about traffic and the amount of trucks that were using Finley Road. He said they are coming in on the Intertie and using Finley Road, heading to cold storage, not chemical plants.

Ron Jones said he lived on the corner of Cochran and Finley Road and that trucks going to Greenbriar do not stop. He indicated there were now trucks going down Finley Road to Bowles Road and it was just a matter of time before someone got killed. He stated that Cochran Road was not designed for big trucks. He said if the County did not construct the extension, he was concerned about the traffic on Finley Road and they would need to be redirected.

Rod McComas said that once truckers figure out they could hit Finley Road for a straight shot to cold storage to save time and fuel, they would be using that road and he was concerned about the safety of children. He said there had to be a way to do this without going through people's homes. He said he was opposed to building a road for a company when they did not even know if they were going to show up. He said the original alignment was prepared and approved for he broke ground on his new house.

Mr. Baxter suggested the County put up a sign on Finley Road that would prohibit trucks from traveling on that road.

Ramone Susilla said he supported the "no-build" concept, but if he had to choose, it would be alternate number 7. He said it had the least impact to citizens and even though it would affect Agrium and the Port of Kennewick, it would not affect personal property.

Commissioner Benitz said he wanted to close the public hearing, but keep open written comments for the next 20 days and move ahead and make a decision.

Commissioner Bowman recommended the Board keep comments open for 14 days and continue the public hearing in three weeks.

Chairman Oliver agreed and said the Board would continue to receive written comments for the next 14 days until July 21, 2008. He said the Public Works Department would mail any written comments received within the 14 days to anyone signed in on the mailing list.

The public hearing was continued to July 28, 2008 at 9:30 a.m. at the Benton County Courthouse, Prosser, Washington.

The public hearing adjourned at approximately 8:15 p.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The County has accumulated surplus personal property; and

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county personal property; and,

WHEREAS, the Personal Property Manager and the Public Works Director have determined that seventy-seven (77) 800 MHz mobile radios purchased August 18, 1997, are no longer needed; and

WHEREAS, the Benton County Sheriff's Department has expressed a need for the seventy-seven (77) 800 MHz mobile radios and intends to use them as trade-in for upgraded radio equipment; and,

WHEREAS, the items listed have no commercial value; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property and authorizes the Personal Property Manager to transfer the mobile radios to the Benton County Sheriff's Department to be used in trade-in for upgraded radio equipment; **NOW, THEREFORE,**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and the Public Works Director, the seventy-seven (77) 800 MHz mobile radios are hereby surplused and transferred from the Benton County Public Works Department to the Benton County Sheriff's Department to be used by the Sheriff in trade-in for upgraded radio equipment.

Dated this 21st day of July, 2008.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by P. Powell

800 mhz RADIO INVENTORY

DEPARTMENT #500

DEPARTMENT NAME: PUBLIC WORKS 800 mhz RADIO INVENTORY

c:\excel\my documents\800mhz RADIO INVENTORY

EMERG D.	BCPW I.D.	INV NO.	DESCRIPTION	S/N	DATE OF PURCHASE
	001	E1358	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5BN	760SYB6043	04-30-98
724022	002	R1422	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6035	08-18-97
724023	003	R1369	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5BN	760SYH6229	09-18-98
724024	004	R1424	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6039	08-18-97
724025	005	R1425	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6040	08-18-97
724026	006	R1426	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6041	08-18-97
724027	007	R1427	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6042	08-18-97
724028	008	R1428	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6043	08-18-97
724029	009	R1429	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6044	08-18-97
724030	010	R1430	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6045	08-18-97
724031	011	R1431	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6046	08-18-97
724032	012	R1432	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXH6047	08-18-97
724033	013	R1433	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6048	08-18-97
724034	014	R1434	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXH6049	08-18-97
724035	015	R1435	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6050	08-18-97
724036	016	R1436	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6051	08-18-97
724037	017	R1437	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6059	08-18-97
724038	018	R1438	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6060	08-18-97
724039	019	R1439	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6061	08-18-97
724040	020	R1440	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6062	08-18-97
724041	021	R1441	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6071	08-18-97
724042	022	R1442	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6072	08-18-97
724043	023	R1443	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6074	08-18-97
724044	024	R1444	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6075	08-18-97
724045	025	R1445	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXH6076	08-18-97
724046	026	R1446	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6081	08-18-97
724047	027	R1447	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6082	08-18-97
724048	028	R1448	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6083	08-18-97
724049	029	E1501	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXX6135	12-31-97
050	030	R1450	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXH6085	08-18-97
724051	031	R1451	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6086	08-18-97
724052	032	R1452	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6089	08-18-97
724053	033	R1453	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6090	08-18-97
724054	034	R1454	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6091	08-18-97
724055	035	R1455	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6095	08-18-97
724056	036	R1456	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6096	08-18-97
724057	037	R1457	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6097	08-18-97
724058	038	R1458	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6098	08-18-97
724059	039	R1459	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6099	08-18-97
724060	040	R1460	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6102	08-18-97
724061	041	R1461	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXH6103	08-18-97
724062	042	R1462	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6104	08-18-97
724063	043	R1463	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6105	08-18-97
724064	044	R1464	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6106	08-18-97
724065	045	R1465	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6107	08-18-97
724066	046	R1466	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6108	08-18-97
724067	047	R1467	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6122	08-18-97
724068	048	R1468	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6156	08-18-97
724069	049	R1469	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6160	08-18-97
724070	050	R1470	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6162	08-18-97
724071	051	R1471	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6167	08-18-97
724072	052	R1472	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6168	08-18-97
724073	053	R1473	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6169	08-18-97
724074	054	R1474	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6192	08-18-97
724075	055	R1475	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6229	08-18-97
724076	056	R1476	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6230	08-18-97
724077	057	R1477	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6231	08-18-97
724078	058	R1478	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6232	08-18-97
724079	059	R1479	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXH6247	08-18-97
080	060	R1480	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6091	08-18-97
724081	061	R1481	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXF6092	08-18-97
724082	062	E1370	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5BN	760SYT6090	11-18-98

800 mhz RADIO INVENTORY

DEPARTMENT #500

DEPARTMENT NAME: PUBLIC WORKS 800 mhz RADIO INVENTORY

c:\excel\my documents\800mhz RADIO INVENTORY

EMERG D.	BCPW I.D.	INV NO.	DESCRIPTION	S/N	DATE OF PURCHASE
724083	063	R1483	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6097	08-18-97
724084	064	R1484	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6098	08-18-97
724085	065	R1485	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6099	08-18-97
724086	066	R1486	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6100	08-18-97
724087	067	R1487	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6101	08-18-97
724088	068	R1488	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6102	08-18-97
724089	069	R1489	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6103	08-18-97
724090	070	R1490	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6105	08-18-97
724091	071	R1491	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6109	08-18-97
724092	072	R1492	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6110	08-18-97
724093	073	R1493	RADIO, MOTOROLA MOBILE 800mhz #M10UGD6DC5AN	760SXF6111	08-18-97
724094	074	R1494	RADIO, MOTOROLA MOBILE 800mhz BASE #M10UGD6DC5AN	760SXF6113	08-18-97
724095	075	R1495	RADIO, MOTOROLA MOBILE 800mhz BASE #L992XT255L	518AXS0002	08-18-97
--	076	E1588	RADIO, MOTOROLA MOBILE 800mhz	760SAYFN49	--
--	077	--	RADIO, MOTOROLA MOBILE 800mhz	760SCU0631	--

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	21-Jul-2008	Execute Contract	_____
Subject:	Purchase of Scanner for Clerk Collections	Pass Resolution	<u> x </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith-Kelty	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

This purchase is part of the equipment for a new position in Clerk Collections that was approved by supplemental appropriation, Resolution 08-552.

SUMMARY

Approval for purchase of high end scanner for Clerk Collections.

RECOMMENDATION

1ST Pass Resolution

2nd

FISCAL IMPACT

None. Included in supplemental budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING A FUJITSU FI-5750C SCANNER FOR CLERK COLLECTIONS.

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

WHEREAS, five (5) vendors on the county vendor list were sent a request for quotes for a Fujitsu fi-5750C scanner; and

WHEREAS, five (5) vendors responded to the request for quotes as follows:

Howard Technology Solutions	PO Box 1588 Laurel MS 39441	\$5640.00
Image Source	612 Fifth Avenue SW Olympia WA 98501	\$5350.00
Insight Public Sector	6820 South Harl Avenue Tempe AZ 85283	\$5126.34
PC Mall-Gov	2555 West 190 th Street Torrance CA 90504	\$5163.33
Unisoft Networks	PO Box 2709 Redmond WA 98073	\$5235.43

of which Insight Public Sector was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase one (1) Fujitsu fi-5750C scanner from Insight Public Sector for the amount of \$5126.34 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$5200.00 plus tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

REID

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE CURRENT EXPENSE BUDGET DEPARTMENT 109 CORONER.

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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Dept Nbr:
 Fund Name: Fund Nbr:
 TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	1262	Chief Deputy Coroner	\$3,500	563.200	3501	Small Item Equipment	\$3,500
TOTAL			\$3,500	TOTAL			\$3,500

Explanation:
 Line item transfer needed to purchase a new mortuary cot and a couple of special dangerous gas protective type face masks (these masks have screw in canisters).

Prepared by: Date:
 Approved Denied Date:

_____ Chairman
 _____ Member
 _____ Member

d

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/21/08</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: _____	Pass Resolution _____	Public Hearing _____
Prepared by: <u>L. Small</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
		Other Business _____

BACKGROUND INFORMATION

The attached resolution and contract is for the procurement of office furniture for the new Courtroom TI project. The proposed purchase is being bought from Brutzman's Office Solution, Richland, WA through an U.S. Communities Contract for an amount of \$59,529.28 including W.S.S.T.

RECOMMENDATION

Approve the attached resolution awarding the procurement and installation of the office furniture for the new Courtrooms TI project to Brutzman's Office Solutions in the amount of \$59,529.28 including W.S.S.T., and authorize the Chairman of the Board to sign said contract.

RESOLUTION

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

IN THE MATTER OF AWARDING THE PROCUREMENT AND INSTALLATION OF HAWORTH OFFICE FURNITURE FOR THE NEW COURTROOMS TI PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA TO BRUTZMAN'S OFFICE SOLUTIONS

WHEREAS, the U.S. Communities Contract RQ07-878957-20/N051016 allows for the procurement of Haworth furniture for the Benton County Courtrooms TI Project located at the Benton County Justice Center, Kennewick, WA; and

WHEREAS, Benton County Facilities Manager received a proposal from Brutzman's Office Solutions, Kennewick, WA in the amount of \$59,029.28 inclusive of WSST for the procurement and installation of Haworth office furniture based on the U.S. Communities Contract RQ07-878957-20/N051016; and

WHEREAS, the Benton County Facilities Manager researched this furniture and reviewed the proposal and recommends the award for the purchase and installation of said office furniture to Brutzman's Office Solutions for the amount of \$59,029.28 including WSST; and

WHEREAS, the total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed \$59,529.28 including WSST; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and awards the procurement and installation of Haworth office furniture for the Benton County Courtrooms TI project to Brutzman's Office Solutions for a total contract amount not to exceed \$59,529.28 including WSST; and

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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**CONTRACT FOR PROCUREMENT
AND INSTALLATION OF FURNITURE**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BRUTZMAN'S OFFICE SOLUTIONS**, a corporation organized under the laws of the State of Washington, with its principal address at PO Box 6044, Kennewick, WA 99336-0044 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit "A" - Contractor's Bid Proposal dated 5/15/08

2. DURATION OF CONTRACT

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

3. SERVICES AND GOODS PROVIDED

The COUNTY shall purchase, and CONTRACTOR shall sell, the furniture specified in the Bid Proposal attached as Exhibit "A". The specified furniture shall be delivered to 7122 W. Okanogan, Kennewick, WA or such other place, as CONTRACTOR shall be directed in writing. This delivery shall be FOB the installation location and CONTRACTOR shall retain responsibility and liability for safe delivery of complete and undamaged goods. Furthermore, CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of the office furniture specified in Bid Proposal. Furniture shall be installed or setup at 7122 W. Okanogan, Kennewick, WA at the direction of COUNTY designated personnel. This includes

necessary for proper delivery, setup and installation.

4. **CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Ken Brutzman
Brutzman's Office Solution
PO Box 6044
Kennewick, WA 99336
(509) 735-0300 Phone
(509) 735-0330 Fax

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

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

5. **COMPENSATION**

The CONTRACTOR shall be paid in accordance with the bid proposal provided in Exhibit "A" attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement for the purchase and installation of said furniture is fifty nine thousand twenty nine dollars and twenty-eight cents (\$59,029.28) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not fifty nine thousand five hundred twenty nine dollars and twenty-eight cents (\$59,529.28) including Washington State Sales tax.

6. **INVOICING**

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

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

10. **INSURANCE**

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

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

d. Other Insurance Provisions:

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

better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured

entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement.

12. TERMINATION

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

13. COMPLIANCE WITH LAWS

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

14. NONDISCRIMINATION

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

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole

or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

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

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

BENTON COUNTY

BRUTZMAN'S OFFICE SOLUTIONS

Leo Bowman, Chairman
Benton County Commissioner

Ken Brutzman, President

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

Exhibit A

Quote

BRUTZMAN'S OFFICE SOLUTIONS
P.O. BOX 6044

KENNEWICK, WA 99336-0044

phone:(509) 735-0300

FAX:(509) 735-0330

sold to:

BENTON CO. DISTRICT COURT
7122 W. OKANOGAN PLACE BLDG A
KENNEWICK, WA 99336

order number: 0000704776
customer number: 7358476
telephone number: ()735-8476 ext:
fax number: ()736-3069
page number: 1
order date: 05/15/2008

ship to:

7122 W. OKANOGAN PLACE BLDG A
KENNEWICK, WA 99336

special comments/instructions:

purchase order	customer representative	invoice terms	sales representative			
	JACKI	NET 10TH PROX	KEN BRUTZMAN			
quantity	mfg/product number	product description	unit price	net price	unit	amount
*****Judge's Chambers*****						
3	HAM TRDD-3672-2SN ,VD-W06(1)	HAWORTH ITEM DESK,FULL HEIGHT PEDESTAL 36" X 72"	2993.00 / 1	1466.57 / 1	EA	4,399.71
3	HAM TCKF-2172-2SN ,VD-W06(1)	HAWORTH ITEM KNEESPACE CREDENZA,FL HGT PED 21" X 72"	2673.00 / 1	1309.77 / 1	EA	3,929.31
3	HAS D811-2241 ,XG-001(2),TR-00F	HAWORTH ITEM MONACO,1-PK,FAB,L-HBK,OPN ARM,LUM	2923.00 / 1	1139.97 / 1	EA	3,419.91
3	HAS 4045-00 ,IC-001,M2-W06	HAWORTH ITEM COMPOSITES GUEST CHAIR UPHOLSTERED BACK	888.00 / 1	435.12 / 1	EA	1,305.36
3	HAS TQ84-0013	HAWORTH ITEM TODO,TRIPLE,STATIONARY,ONE FABRIC	3350.00 / 1	1641.50 / 1	EA	4,924.50
*****Courtrooms*****						
3	HAS D841-2241 ,XG-001(2),TR-00F	HAWORTH ITEM MONACO,1-PK,FAB,M-MBK,OPN ARM,LUM	2795.00 / 1	1090.05 / 1	EA	3,270.15
3	HZY SZT-20-721MA1	HAWORTH ITEM ZODY TASK CHAIR,FABRIC SEAT/MESH BACK	1103.00 / 1	529.44 / 1	EA	1,588.32
15	HZY SZT-20-101MA1	HAWORTH ITEM ZODY TASK CHAIR,FABRIC SEAT/MESH BACK	907.00 / 1	435.36 / 1	EA	6,530.40
*****Jury Rooms*****						
3	HPP TARP-3696-LTSNJG4N	HAWORTH ITEM PLANES,TABLE,PEBBLE 36X96	944.00 / 1	405.92 / 1	EA	1,217.76
45	HAS Z831-1W42	HAWORTH ITEM LOOK,MID-BACK,SYNCHRO,3D ARM,HARD CASTER,NO LOCK	768.00 / 1	353.28 / 1	EA	15,897.60
*****Law Library*****						
1	HPL TARA-60F6-LJMNPG4N	HAWORTH ITEM PLANES,TABLE,RECT 60X156	3920.00 / 1	1685.60 / 1	EA	1,685.60
12	HAS Z831-1W42	HAWORTH ITEM LOOK,MID-BACK,SYNCHRO,3D ARM,HARD CASTER,NO LOCK	768.00 / 1	353.28 / 1	EA	4,239.36

Quote

BRUTZMAN'S OFFICE SOLUTIONS
P.O. BOX 6044

KENNEWICK, WA 99336-0044

phone:(509) 735-0300

FAX:(509) 735-0330

sold to:

BENTON CO. DISTRICT COURT
7122 W. OKANOGAN PLACE BLDG A
KENNEWICK, WA 99336

order number: 0000704776
customer number: 7358476
telephone number: ()735-8476 ext:
fax number: ()736-3069
page number: 2
order date: 05/15/2008

ship to:

7122 W. OKANOGAN PLACE BLDG A
KENNEWICK, WA 99336

special comments/instructions:

purchase order	customer representative	invoice terms	sales representative
	JACKI	NET 10TH PROX	KEN BRUTZMAN

quantity	mfg/product number	product description	unit price	net price	unit	amount
*****Attorney Conference*****						
2	HAW TPPR-48	HAWORTH ITEM ROUND HYBRID TABLE 48"	721.00 / 1	230.72 / 1	EA	461.44
6	HAE M600-2110	HAWORTH ITEM 4-LEG STACKER,ARMS,POLY OUTER	353.00 / 1	155.32 / 1	EA	931.92
		INSTALLATION SERVICES				704.00

*****NOTES*****

- >Pricing per U.S. Communities contract #N051016.
- >Lead time: Seating & tables - 5 weeks, Desks - 7 weeks.
- >FOB Point: Destination.

	54,505.34
sales tax	4,523.94
total	59,029.28

**HA WORTH, INC. -- U.S. COMMUNITIES NATIONAL SALES AGREEMENT
CUSTOMER COPY - MULTIPLE AWARD**

N051016 For orders shipping within the continental United States

Product Group	Systems	Seating	Freestanding	Wood Categories	Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time Rush	UniGroup® NW/WT PLACES® NW/WT UniGroup® Too				UniGroup® NW/WT, PLACES® NW/WT		\$1-\$100,000 \$100,001 or More	68% Negotiable
II Regular Lead Time Rush	iF®				iF®		\$1 or more \$1-\$100,000 \$100,001 or More	61% 68% Negotiable
III Regular Lead Time	PLACES® FW				PLACES®		\$1 or more \$1-\$100,000 \$100,001 or More	53% 51% Negotiable
IV Regular Lead Time Rush	RACE® PREMISE® NW/WT, Moxie™				PREMISE®		\$1-\$100,000 \$100,001 or More	64% Negotiable
V Regular Lead Time	Compuce						\$1 or more \$1-\$100,000 \$100,001 or More	53% 62% Negotiable
VI Regular Lead Time Rush		Accolite®/Comifort® 28 NW, Monna®/ System 58					\$1-\$50,000 \$50,001 or More	61% Negotiable
VII Regular Lead Time Rush		TAS® / Improv®, System 12, Tag™ / System 28 Wood, X99®					\$1 or more \$1-\$50,000 \$50,001 or More	57% 56% Negotiable
VIII Regular Lead Time Rush		Zoocy Chiu					\$1 or more \$1-\$25,000 \$25,001 or More	54% 56% Negotiable
IX Regular Lead Time Rush		Look™					\$1 or more \$1-\$50,000 \$50,001 or More	53% 54% Negotiable
X Regular Lead Time Rush			950 Series Files, PLACES®, Freestanding Steel, iF® Personal Storage Towers, iF® Latend Files, PREMISE®, Casegoods NW/WT, Moxie™ FS Storage, X Series™ Files and Pedestals, Y Series™ Files and Pedestals				\$1 or more \$1-\$50,000 \$50,001 or More	54% 62% Negotiable
							\$1 or more	54%

HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT CUSTOMER COPY - MULTIPLE AWARD

- D. will apply. Any changes/cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being sold by Haworth for the Buyer.
- E. connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefor (a "Change Order"), and the Buyer agrees to pay such charges.
- F. Required information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being sold by Haworth for the Buyer. In any event, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (d) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as at the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.
- G. i) Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of such times, overtime charges shall be charged at Haworth's then prevailing rates.
- ii) Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/staging area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handling, product movement, lifting, hoisting, trash removal and any other resulting charges. (c) The Installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at all times during and after installation and shall be adequately heated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.
- iii) Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.
- iv) Electrical wiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.
- v) Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-anticipated cost of non-union labor and the actual cost of utilizing union labor.
- vi) Haworth shall not be responsible for obtaining permits.
- vii) Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.
- viii) In areas where NexustSM flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of NexustSM flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for NexustSM flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide tradespersons or others with access to the underpanel cable management cavity.
- ix) In areas where lifeSPACESM movable-walls are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the lifeSPACESM products. Further, the existing floor (or other surface on which the lifeSPACESM panels are to be installed) shall have a maximum vertical deviation of 1.25" (30mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such lifeSPACESM panels were designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with site remediation and/or the modification or remanufacture of affected lifeSPACESM products, together with all resulting shipping and labor charges at Haworth's then prevailing rates for such Products and services.
- H. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with the Quotation are or may be custom manufactured for Buyer and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are \$85.00 per hour for CAD time and related design and specification services.

HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT
CUSTOMER COPY - SOLE SOURCE

N051017 For orders shipping within the Continental United States
 Customer agrees to purchase substantially all products from Haworth

Product Group	Systems	Seating	Freestanding	Wood Caseworks	Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time Rush	UniGroup® NW/WT PLACES® NW/WT UniGroup® Too				UniGroup® NW/WT, PLACES® NW/WT		\$1-\$100,000 \$100,001 or More	70% Negotiable
II Regular Lead Time Rush	if®				if®		\$1 or more \$1-\$100,000 \$100,001 or More	63% 70% Negotiable
III Regular Lead Time	PLACES® FW				PLACES®		\$1 or more \$1-\$100,000 \$100,001 or More	55% 53% Negotiable
IV Regular Lead Time Rush	RACE® PREMISE® NW/WT, Moxie™				PREMISE®		\$1-\$100,000 \$100,001 or More	66% Negotiable
V Regular Lead Time	Compose						\$1 or more \$1-\$100,000 \$100,001 or More	55% 64% Negotiable
VI Regular Lead Time Rush		Acculac®/Comfor® 28 NW, Monno®/ System 5B					\$1-\$50,000 \$50,001 or More	63% Negotiable
VII Regular Lead Time Rush		TAS® / Improve® System 12, Tag™ / System 28 Wood, X99®					\$1 or more \$1-\$50,000 \$50,001 or More	59% 58% Negotiable
VIII Regular Lead Time Rush		Zoovy Clu					\$1 or more \$1-\$25,000 \$25,001 or More	56% 58% Negotiable
IX Regular Lead Time Rush		Look™					\$1 or more \$1-\$50,000 \$50,001 or More	57% 58% Negotiable
X Regular Lead Time			950 Series Files, PLACES®, Freestanding Steel, if® Personal Storage Towers, if® Lateral Files, PREMISE®, Caseworks NW/WT, Moxie™ FS Storage, X Series™ Files and PreStals, V Series™ Files and PreStals				\$1 or more \$1-\$50,000 \$50,001 or More	56% 64% Negotiable
Rush							\$1 or more	56%

**HAWORTH, INC. -- U.S. COMMUNITIES NATIONAL SALES AGREEMENT
CUSTOMER COPY -- SOLE SOURCE**

Product Group	Systems	Seating	Freestanding	Wood Caseworks	Totals	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
XI Regular Lead Time	Vancouver™ Panel Hung	800 Series, Ascent™, Bedini™, Composites™, Dendhur™, Essex™, Eton™, Europa™, Firenze™, Galerie™, Hello™, Kaha™, Laura™, Macia™, October™, Prescott™, Tally™, Tuscan™, Tuxedo™, ToDo® Richmond™		PLACES® Wood Caseworks and Freestanding Units, Van™, Orlando™, Tripoli™, YORK, Vancouver™ Freestanding, Nottingham™, Mustang	Galeri™, Vanita™ Entropy™ Profile, Series R™, Tripoli™ Nothinglum™		\$1-\$25,000 \$25,001 or More	53% Negotiable
Rush		Kinetics®			Kinetics®, Tactics®		\$1 or more \$1-\$25,000 \$25,001 or More	43% 59% Negotiable
XII Regular Lead Time								
Rush								
XIII Regular Lead Time	Crossings™						\$1 or more \$1-\$25,000 \$25,001 or More	57% 56% Negotiable
XIV Regular Lead Time	Jump®/Stuff Boogie Board						\$1-\$25,000 \$25,001 or More	40% Negotiable
XV Regular Lead Time	European Product						\$1-\$25,000 \$25,001 or More	40% Negotiable
XVI Regular Lead Time		Zody					\$1-\$25,000 \$25,001 or More	55% Negotiable
						TestCrete	\$1 to \$125,000 \$125,001 or more	62% Negotiable
						Nexus, Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	52.5% 56.5% Negotiable
Architectural Interiors								
							Recommended Customer-Sell	Customer Discount
						LEGS Private Office LEGS Open Office Refreshment Centers LIFE SPACE	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	35% 41% Negotiable
						ECHO/Huron/Mimic /Under Cabinet Fixed Task Lighting	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	37% 40% Negotiable
							\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	29% 31% Negotiable

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier. The applicable discount will be separately assigned for new products or lead time programs introduced by Seller during the term of this Agreement. For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, and custom products, no changes or cancellations are allowed. All other products require approval for changes or cancellations made less than four (4) weeks before the ship-date; must be submitted to Customer Service for approval; and a minimum fee of 25% of net, and all related customer specific materials costs affected by the change or cancellation of an order

HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT CUSTOMER COPY - SOLE SOURCE

will apply. Any changes / cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH.

Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacturer and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (f) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (g) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (h) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer.

Installation and Change Orders. Where installation services are to be provided by Haworth or its subcontractors, Haworth will normally prepare a document setting forth the scope of installation work to be performed in connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth therefor. Where Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefore (a "Change Order"), and the Buyer agrees to pay such charges.

Required Information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacturer and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer. If delay is due to any cause beyond Haworth's reasonable control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (d) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as at the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.

Installation Requirements.

i) Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of such times, overtime charges shall be charged at Haworth's then prevailing rates.

ii) Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/staging area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handling, product movement, lifting, hoisting, trash removal and any other resulting charges. (c) The installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at all times during and after installation and shall be adequately heated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.

iii) Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.

iv) Electrical wiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.

v) Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-union labor be utilized, and where Haworth is required to use union labor or it otherwise becomes impractical to use non-union labor, Haworth shall be entitled to charge the Buyer for any cost differential between the anticipated cost of non-union labor and the actual cost of utilizing union labor.

vi) Haworth shall not be responsible for obtaining permits.

vii) Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.

viii) In areas where Nexustm flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of Nexustm flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for Nexustm flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide trapezoids or others with access to the underlaid cable management cavity.

ix) In areas where lifeSPACEtm movable walls are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the lifeSPACEtm products. Further, the existing floor (or other surface on which the lifeSPACEtm panels are to be installed) shall have a maximum vertical deviation of 1.25" (30mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such lifeSPACEtm panels are designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with site remediation and/or the modification or remanufacture of affected lifeSPACEtm products, together with all resulting shipping and labor charges at Haworth's then prevailing rates for such Products and services.

H. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with the Quotation are or may be custom manufactured for Buyer and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are \$85.00 per hour for CAD time and related design and specification services.

**HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT
 PRICING FOR THE GROUP LACASSE PRODUCT LINE**

Customer Copy

Description	Product Group	List Value	Customer Discount
Complete Lacasse Product Offering	United Chair Pan Gram 70 Series Avenue Concept 400e Lacasse Steel NVision Avenue Educational Products	0-\$50,000 \$50,001-\$200,000 Above \$200,001	50% 55% Neg.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/21/08</u> Subject: <u>Columbia Basin Pigeon Club</u> Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop X

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Columbia Basin Pigeon Club. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Columbia Basin Pigeon Club to hold a pigeon show at the Fairgrounds on October 25-26, 2008.

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

The Deputy County Administrator recommends approval of the Lease Agreement with the Columbia Basin Pigeon Club.

RECOMMENDATION

Move the Lease Agreement with the Columbia Basin Pigeon Club be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE COLUMBIA BASIN PIGEON CLUB**

WHEREAS, the Columbia Basin Pigeon Club will provide the Benton County Fairgrounds \$1,160.00 to hold a Pigeon Show on the grounds October 25-26, 2008; and

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

WHEREAS, the Deputy County Administrator recommends the Columbia Basin Pigeon Club Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Columbia Basin Pigeon Club shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Columbia Basin Pigeon Club.

Dated this _____ day of _____ 2008.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

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

LEASE AGREEMENT

TODAY'S DATE: **January 7, 2008**

LEASE AGREEMENT NUMBER: **027.08**

EVENT DATE(S): **October 25 - 26, 2008**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **Building 3**

LESSEE: **Columbia Basin Pigeon Club, a Washington Non-Profit Corporation**

MAILING ADDRESS: **PO Box 911, Benton City, WA 99320**

CONTACT: **Sarah Whitby, Secretary**

CELL PHONE: **528-4123**

TIME OF THE EVENT: **7:00 am – 7:00 pm**

TYPE OF EVENT: **Pigeon Show**

ESTIMATED ATTENDANCE: **100**

SELLING TICKETS: YES NO **X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Columbia Basin Pigeon Club, a Washington Non-Profit Corporation (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

- a. PIGEON SHOW IN BUILDING 3 ON OCTOBER 25, 2007 FROM 7:00 AM UNTIL 7:00 PM AND OCTOBER 26 FROM 9:00 AM UNTIL 2:00 PM WITH AN ESTIMATED ATTENDANCE OF 100 PEOPLE, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on October 24, 2008, October 26, 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 1,160.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than October 10, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. A \$10.00 fee per day per tent/camper applies to units hooked up to water and electricity. A \$6.00 per day per tent/camper applies to units that do not hook up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will

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

5. CANCELLATION OF EVENT

a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:

1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.

b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

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

7. NOVELTIES/SOUVENIRS

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

8. DAMAGE / CLEANING DEPOSIT

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

County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to pay LESSOR the amount specified in Exhibit A in return for LESSOR purchasing on behalf of LESSEE insurance coverage, meeting the criteria required by LESSOR for such events, from a third-party insurance carrier. **The general liability insurance will have a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to or death of any number of persons and property damage.** LESSEE understands that Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees, will be added as additional insureds on the policy. LESSOR will provide LESSEE with an insurance certificate indicating that insurance coverage is in place. LESSEE agrees to inspect the terms of the coverage immediately upon being provided with same, and by accepting the insurance procured by LESSOR, certifies that, to the best of its knowledge, the coverage afforded by the insurance policy is adequate for the EVENT. By accepting the insurance procured by LESSOR, LESSEE also waives any right in the future to claim or file suite against LESSOR under a theory that LESSOR negligently procured insufficient or inappropriate insurance, or any other theory related to LESSOR'S actions in procuring the insurance policy. LESSEE specifically understands that the insurance carrier Diversified Insurance is not admitted to Washington State and LESSEE agrees to the terms, conditions and risks associated with the insurance carrier's status as such.
- b. A form documenting claims filing procedures will be supplied to LESSEE along with the certificate of insurance. LESSEE shall follow all claims filings procedures immediately, and shall notify LESSOR immediately, when it receives any information that reasonably leads it to believe that they will be subject to a lawsuit, or will otherwise need to file a claim against the insurance policy.
- c. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- d. All insurance policies required by this section shall include move-in and move-out days, as well as the event days.
- e. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- f. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;

10. PERMITS

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

11. SECURITY

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

12. SERVING ALCOHOL

- a. Alcoholic beverages shall not be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. NOISE CONTROL

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

at the intersection of 10th Street and Oak Street.

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

14. TERMINATION OR AMENDMENT

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

15. INDEMNIFICATION AND HOLD HARMLESS

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

16. FAIRGROUNDS CONTACT

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

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

- b. This person(s) may be contacted for the following reasons:
 - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
 - 2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
 - 1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
 - 2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
 - 3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
 - 4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

17. POLICIES AND PROCEDURES

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

I, Sarah Whitby, Secretary (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Columbia Basin Pigeon Club to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

LESSEE: Columbia Basin Pigeon Club

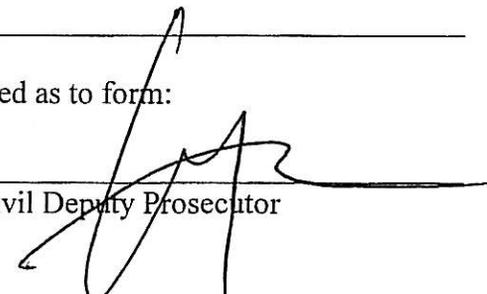
BY: _____
Chairman of the Board

BY: 
Date: 7-7-08

Date: _____

Name: Sara Whitby
Title: Secretary

Approved as to form:

BY: 
Civil Deputy Prosecutor

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

DAMAGE/CLEANING DEPOSIT

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

DEPOSIT TOTAL: \$ 250.00

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

Building # 3 X 2 Days = \$ 615.00

BUILDING(S)/AREA TOTAL: \$ 615.00

EQUIPMENT RENTAL FEES

Included in Building Rate: Tables # 55 Chairs # 40
Picnic Tables # 2

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

INSURANCE TOTAL: \$ 295.00

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

Bin Size	Number	Cost	Total
4 Yard Bin	1	Included	0

REFUSE TOTAL: \$ 0

OTHER FEES

Camping Fees: \$ 10.00 per day/camper with hookups
\$ 6.00 per day/camper without hookups

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

NAME: Columbia Basin Pigeon Club

EVENT DATE: October 25-26, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>615.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>295.00</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>Camping Fees</u>

TOTAL FEE: \$ 1,615.00
Plus Camping Fees

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/21/08</u> Subject: <u>Cheryl Ziemer, dba Country Nesters</u> Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Cheryl Ziemer, dba Country Nesters. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows Cheryl Ziemer, dba Country Nesters to hold an antique show at the Fairgrounds on September 20-21, 2008.

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

The Deputy County Administrator recommends approval of the Lease Agreement with Cheryl Ziemer, dba Country Nesters.

RECOMMENDATION

Move the Lease Agreement with Cheryl Ziemer, dba Country Nesters be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND CHERYL ZIEMER, DBA COUNTRY
NESTERS**

WHEREAS, Cheryl Ziemer, dba Country Nesters will provide the Benton County Fairgrounds \$2,950.00 to hold an Antique Show on the grounds September 20-21, 2008; and

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

WHEREAS, the Deputy County Administrator recommends Cheryl Ziemer, dba Country Nesters Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with Cheryl Ziemer, dba Country Nesters shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with Cheryl Ziemer, dba Country Nesters.

Dated this _____ day of _____ 2008.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

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

LEASE AGREEMENT

TODAY'S DATE: **March 10, 2008**

LEASE AGREEMENT NUMBER: **058.08**

EVENT DATE(S): **September 20-21, 2008**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **Building 2, Oak Street Area**

LESSEE: **Cheryl Ziemer, DBA Country Nesters**

MAILING ADDRESS: **4250 French, Richland, WA 99352**

CONTACT: **Cheryl Ziemer, Owner**

HOME PHONE: **627-4570** CELLULAR PHONE: **430-251**

TIME OF THE EVENT: **Saturday 9:00 am – 6:00 pm, Sunday 10:00 am – 4:00 pm**

TYPE OF EVENT: **Antique Show**

ESTIMATED ATTENDANCE: **500 over the course of the event**

SELLING TICKETS: YES NO
IF YES, TICKET OUTLET(S): **At the door**

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

1. EVENT

- a. ANTIQUE SHOW IN BUILDING 2 AND THE OAK STREET AREA ON SEPTEMBER 20-21, 2008 FROM 9:00 AM – 6:00 ON SATURDAY AND 10:00 AM – 4:00 PM ON SUNDAY WITH AN ESTIMATED ATTENDANCE OF 500 PEOPLE OVER THE COURSE OF THE EVENT, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on September 16 - 19, 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 2,950.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than September 3, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. A \$10.00 fee per day per tent/camper applies to units hooked up to water and electricity. A \$6.00 per day per tent/camper applies to units that do not hook up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than

two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will be forfeited. IF THE REFUNDABLE PORTION OF THE DAMAGE/CLEANING DEPOSIT IS LESS THAN THE AMOUNT OF CAMPING FEES DUE, LESSEE REMAINS LIABLE FOR THE BALANCE OF THE CAMPING FEES. (Further details may be included in Exhibit A.)

5. CANCELLATION OF EVENT

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

6. CONCESSIONAIRES

- a. LESSEE and LESSOR agree that LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT. LESSOR is entitled to 0 of the revenues generated by such CONCESSIONAIRE(S).
- b. LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT on the following conditions:
 1. Any concessionaires shall be fully licensed under all applicable state and local laws to serve whatever food or beverage they intend to sell;
 2. Any concessionaires who serve food or drink other than alcoholic beverages must procure commercial general liability insurance, appropriate for the food service industry, which does not exclude any of the hazards common to vendors in the food service industry. Such policy must specifically insure against claims resulting from bodily injury, illness or death due to foodborne pathogens. The policy must have a minimum liability limit of \$1 million per person or incident with a general aggregate of \$2 million. Policies shall name Lessee, as well as Lessor, its officers, directors, its elected officials, agents and employees, as additional insureds.
 3. LESSEE shall ensure that all concessionaires have insurance policies as required herein, and must provide copies of certificates of insurance and the necessary endorsement pages to prove compliance with additional insured requirements, for

said policies to LESSOR prior to the first date during which such concessionaires plan on doing business at the event. In the event that LESSEE fails to provide a certificate of insurance as required by this paragraph for any concessionaire planning to do business at the event, then that concessionaire shall be barred from doing business anywhere on fairgrounds property.

- c. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

7. NOVELTIES/SOUVENIRS

- a. LESSEE agrees to pay 0 of all novelty, souvenir and merchandise gross revenues (minus sales tax) to the LESSOR for the duration of the EVENT.
- b. LESSEE may sell novelty, souvenir and similar merchandise at the EVENT and may contract with vendors for this purpose, and may contract with such other vendors as it finds necessary to conduct the Event provided that any vendors doing business at the site of the Event must comply with the following requirements:
 - 1. All vendors must be licensed to conduct business as vendors selling whatever merchandise they plan on selling, or providing such equipment/services as they plan on providing pursuant to all state and local laws;
- c. Permitting unlicensed vendors or vendors who are not insured as required in this article to do business on the fairgrounds property during any event or events shall constitute a breach of this agreement.

8. DAMAGE / CLEANING DEPOSIT

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

9. INSURANCE

- a. LESSEE agrees to pay LESSOR the amount specified in Exhibit A in return for LESSOR purchasing on behalf of LESSEE, an insurance policy meeting the criteria required by LESSOR for the EVENT from a third party insurance carrier. **The commercial general liability insurance will have a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the**

aggregate for bodily injury to or death of any number of persons and property damage. LESSEE understands that Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees, will be added as additional insureds on the policy. The certificate of insurance will be provided to LESSEE immediately upon signing of this Agreement. By agreeing to have LESSOR purchase an insurance policy on its behalf, LESSEE waives any and all causes of action against LESSOR, Benton County, its elected officials, employees and agents, under any legal theory whatsoever, for injuries, losses or damages resulting from LESSOR'S choice of insurance carrier or policy, including any losses which may occur as a result of the financial instability or insolvency of the insurance carrier. LESSEE specifically understands that the insurance carrier Diversified Insurance is not admitted to Washington State and LESSEE agrees to the terms, conditions and risks associated with the insurance carrier's status as such.

- b. A form documenting claims filing procedures will be supplied to LESSEE along with the certificate of insurance. LESSEE shall follow all claims filings procedures immediately, and shall notify LESSOR immediately, when it receives any information that reasonably leads it to believe that they will be subject to a lawsuit, or will otherwise need to file a claim against the insurance policy.
- c. LESSEE shall ensure that all vendors and contractors for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:
 1. If the vendor or contractor will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **commercial general liability policy which does not exclude claims for food poisoning, and must have limits of one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) general aggregate.**
- d. *Policies sufficient to meet these requirements may be available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*
- e. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of liquor liability and food poisoning coverage, the proof must also include applicable endorsements and/or copies of the exclusions pages to evidence that such coverage is afforded.
- d. **All insurance policies required by this section shall include move-in and move-out days, as well as the event days.**

- c. All insurance policies required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- d. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- e. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- f. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. PERMITS

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

11. SECURITY

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

12. SERVING ALCOHOL

- a. No alcoholic beverages shall be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. TERMINATION OR AMENDMENT

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

15. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against

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

16. ATTENDANCE

- a. In any literature provided to attendees and any tickets sold, LESSEE shall prominently state, in writing, a warning that unruly persons, persons who are suspected of engaging in criminal activity, visibly intoxicated persons, and persons who, by dress in "gang colors", use of hand signals, or use of language, clearly exhibit their affiliation with a criminal gang, are not welcome at the EVENT and may be removed from the premises at any time. If it is not possible to include this admonition in EVENT literature or tickets, or if no EVENT literature or tickets will be produced or utilized, then LESSEE shall post signs stating this, at all entrances open to participants, in 24 point type or larger, in black, on a white background, at a location which is conspicuous and reasonably calculated to be seen by all persons entering.
- b. LESSEE shall inform security personnel immediately if they are made aware of people who fit the criteria of people who should be removed from the EVENT, and under any circumstances shall not interfere with the efforts of security personnel to remove such persons.

17. FAIRGROUNDS CONTACT

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

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

18. POLICIES AND PROCEDURES

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

I, Cheryl Ziemer (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind myself, DBA Country Nesters to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

LESSEE: Cheryl Ziemer, private individual DBA Country Nesters

BY: _____
Chairman of the Board

BY: Cheryl Ziemer
Date: July 6, 2008

Date: _____

Name: Cheryl Ziemer
Title: owner of Country Nesters

Approved as to form:
BY: _____
Civil Deputy Prosecutor

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

DAMAGE/CLEANING DEPOSIT

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

DEPOSIT TOTAL: \$ 250.00

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

Building #2 and the Oak Street Area \$ 2,700.00 X 2 Days = \$ 2,700.00
This rate includes four (4) move-in days.

BUILDING(S)/AREA TOTAL: \$ 2,700.00

EQUIPMENT RENTAL FEES

Included in Building Rate: Tables # 50 Chairs # 400

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

Lessee Insurance Fee \$ 143.50

Additional Fees (not included in insurance total)

Food Vendor Fee \$ 50.10 per food vendor

INSURANCE TOTAL: \$ 143.50
Plus Food Vendor Fees

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

Bin Size	Number	Cost	Total
4 Yard Bin	1	Included	0

REFUSE TOTAL: \$ 0

OTHER FEES

Camping Fees: \$ 10.00 per day/camper with hookups
\$ 6.00 per day/camper without hookups

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

NAME: Country Nesters Antique Show

EVENT DATE: September 20 – 21, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>2,700.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>143.50</u> (Plus Food Vendor Fees)
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>Plus Camping Fees</u>

TOTAL FEE: \$ 2,950.00
Plus Food Vendor and Camping Fees

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>07/21/08</u> Subject: <u>Cascade Fire Protection Co.</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing
Prepared by: <u>icm/dgg</u> Reviewed by: <u>Isk</u>		1st Discussion 2nd Discussion Workshop

9

BACKGROUND INFORMATION

Building #2 at the Benton County Fairgrounds is in need of annual fire sprinkler testing and inspection. This service contract will allow Cascade Fire Protection Co. to test the fire sprinkler system for an amount not to exceed \$1,000.00 not including W.S.S.T. This amount also allows for acceptable overages, incidentals and other unanticipated costs.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the service contract and recommend approving the contract with Cascade Fire Protection Co.

RESOLUTION

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

**IN THE MATTER OF A SERVICE CONTRACT WITH CASCADE FIRE PROTECTION CO.
FOR ANNUAL FIRE SPRINKLER TESTING AND INSPECTION FOR THE BENTON
COUNTY FAIRGROUNDS**

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

WHEREAS, Benton County Fairgrounds solicits Cascade Fire Protection Co., Kennewick, WA for annual fire sprinkler testing and inspection in an amount not to exceed \$1,000 not including W.S.S.T.; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a service contract with Cascade Fire Protection Co. for annual fire sprinkler testing and inspection; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommendations and hereby awards Cascade Fire Protection Co. the service contract for annual fire sprinkler testing and inspection at the Benton County Fairgrounds for an amount not to exceed \$1,000 not including W.S.S.T.; and

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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and CASCADE FIRE PROTECTION CO. a corporation organized under the laws of the State of Washington, with its principal address at 5104 W BRINKLEY ROAD, KENNEWICK, WA 99338 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit "A" - Contractor's Proposal

Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of annual fire sprinkler testing and inspection for Building #2 at Benton County Fairgrounds.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Kevin O'Brien, Inspection Manager
Cascade Fire Protection Co.
5104 West Brinkley Road
Kennewick, WA 99338
(509) 783-9773
(509) 783-4403 (Fax)
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600
(509) 786-5625 Fax

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is two hundred twenty dollars and zero cents (\$220.00) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed one thousand dollars and zero cents, (\$1,000.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

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

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

10. INSURANCE

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

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

except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:
 - 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

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

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

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

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

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

11. PERFORMANCE BOND

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

12. TERMINATION

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

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

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

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

14. NONDISCRIMINATION

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

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

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

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

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

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

BENTON COUNTY

CASCADE FIRE PROTECTION CO.

Claude Oliver, Chairman
Benton County Commissioner

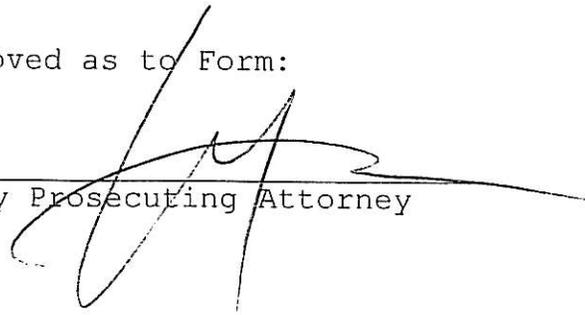


Kevin O'Brien
Inspection Manager

Dated: _____

Dated: 6-27-08

Approved as to Form:



Deputy Prosecuting Attorney

CASCADE FIRE PROTECTION CO.

5104 W. BRINKLEY ROAD

KENNEWICK, WA 99338

(509)-783-9773

FAX - (509)-783-4403

**ANNUAL FIRE SPRINKLER TEST
INSPECTION AND TESTING CONTRACT
FOR 2008**

SUBSCRIBER: **Benton- Franklin County Fairgrounds
1500 S. Oak Street Bldg #20
Kennewick, WA 99336**

DATE: **March 19, 2008**

ATTN: **Jeff McKenzie,
Maintenance Supervisor**

CASCADE FIRE PROTECTION CO. agrees to perform Fire Sprinkler testing and inspection as required per NFPA #25 at location: **1500 South Oak Street (Arena #2 building).**

On a/an Annual basis for the sum of **\$220.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **(1) 4" Wet Pipe "Shotgun" System, and (1) 4" DCVA Backflow Assembly.**

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

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

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

ACCEPTANCE

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

ACCEPTED BY: _____ TITLE: _____

DATE: _____

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

EXHIBIT A

CASCADE FIRE PROTECTION CO.

5104 W. BRINKLEY ROAD

KENNEWICK, WA 99338

(509)-783-9773

FAX – (509)-783-4403

**ANNUAL FIRE SPRINKLER TEST
INSPECTION AND TESTING CONTRACT
FOR 2008**

SUBSCRIBER: **Benton- Franklin County Fairgrounds
1500 S. Oak Street Bldg #20
Kennewick, WA 99336**

DATE: **March 19, 2008**

ATTN: **Jeff McKenzie,
Maintenance Supervisor**

CASCADE FIRE PROTECTION CO. agrees to perform Fire Sprinkler testing and inspection as required per NFPA #25 at location: **1500 South Oak Street (Arena #2 building).**

On a/an Annual basis for the sum of **\$220.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **(1) 4" Wet Pipe "Shotgun" System, and (1) 4" DCVA Backflow Assembly.**

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

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

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

ACCEPTANCE

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

ACCEPTED BY: _____ TITLE: _____

DATE: _____

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

EXHIBIT B

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits.

On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$28.01	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.37	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$33.43	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$34.68	1B	5A	8N
PILEDRIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL	\$33.70	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$31.46	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$42.02	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$41.51	1N	5D	8D
BOATMEN	\$42.02	1N	5D	8D
ENGINEER WELDER	\$42.07	1N	5D	8D
LEVERMAN, HYDRAULIC	\$43.64	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$42.02	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$29.44	1P	5A	
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$44.54	1E	5A	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A	5A	
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.92	4A	5A	
HEAD GROUNDPERSON	\$37.88	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.88	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.26	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.88	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
FLAGGERS				
JOURNEY LEVEL	\$25.91	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$39.30	1U	5C	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$29.80	1M	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$42.55	1O	5A	
LABORERS				
ASPHALT RAKER	\$28.55	1M	5D	
ASPHALT ROLLER, WALKING	\$28.28	1M	5D	
BRUSH HOG FEEDER	\$28.01	1M	5D	
BRUSH MACHINE	\$28.55	1M	5D	
CARPENTER TENDER	\$28.01	1M	5D	
CASSION WORKER	\$28.55	1M	5D	
CEMENT FINISHER TENDER	\$28.28	1M	5D	
CEMENT HANDLER	\$28.01	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$28.55	1M	5D	
CLEAN-UP LABORER	\$28.01	1M	5D	
CONCRETE CREWMAN	\$28.01	1M	5D	
CONCRETE SAW, WALKING	\$28.28	1M	5D	
CONCRETE SIGNALMAN	\$28.01	1M	5D	
CONCRETE STACK	\$28.55	1M	5D	
CRUSHER FEEDER	\$28.01	1M	5D	
DEMOLITION	\$28.01	1M	5D	
DEMOLITION TORCH	\$28.28	1M	5D	
DOPE POT FIREMAN	\$28.28	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON	\$28.28	1M	5D	
DRILL WITH DUAL MASTS	\$28.83	1M	5D	
DRILL, AIR TRACT	\$28.55	1M	5D	
DRILLS, WAGON	\$28.28	1M	5D	
DUMPMAN	\$28.01	1M	5D	
EROSION CONTROL WORKER	\$28.01	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$25.91	1M	5D	
FIRE WATCH	\$28.01	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$28.01	1M	5D	
FORM SETTER, PAVING	\$28.28	1M	5D	
GENERAL LABORER	\$28.01	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$28.28	1M	5D	
GROUT MACHINE HEADER TENDER	\$28.01	1M	5D	
GUARDRAIL ERECTOR	\$28.01	1M	5D	
GUNITE NOZZLEMAN	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$28.83	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$28.28	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$28.01	1M	5D	
HIGH SCALER	\$28.55	1M	5D	
JACKHAMMER	\$28.28	1M	5D	
LASER BEAM OPERATOR	\$28.55	1M	5D	
MINER, CLASS "A"	\$28.01	1M	5D	
MINER, CLASS "B"	\$28.28	1M	5D	
MINER, CLASS "C"	\$28.55	1M	5D	
MINER, CLASS "D"	\$28.83	1M	5D	

BENTON COUNTY

Effective 03-03-07

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over</u>		
		<u>Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$28.55	1M	5D	
MORTAR MIXER	\$28.55	1M	5D	
NIPPER	\$28.01	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$28.55	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$28.28	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$28.28	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$28.55	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$28.28	1M	5D	
PIPE, WATER LINER	\$28.28	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$28.28	1M	5D	
PIPELAYER, MULTI PLATE	\$28.28	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$28.55	1M	5D	
PIPEWRAPPER	\$28.55	1M	5D	
PLASTERER TENDER	\$28.55	1M	5D	
POT TENDER	\$28.28	1M	5D	
POWDERMAN	\$30.20	1M	5D	
POWDERMAN HELPER	\$28.28	1M	5D	
POWER BUGGY OPERATOR	\$28.28	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$28.28	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$28.28	1M	5D	
RIPRAP PERSON	\$28.01	1M	5D	
RODDER & SPREADER	\$28.28	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$28.01	1M	5D	
STAKE JUMPER	\$28.01	1M	5D	
STRUCTURAL MOVER	\$28.01	1M	5D	
TAILHOSEMAN, SANDBLAST	\$28.01	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$28.01	1M	5D	
TAMPER	\$28.28	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$28.01	1M	5D	
TRACK LABORER	\$28.01	1M	5D	
TRENCHER, SHAWNEE	\$28.28	1M	5D	
TRUCK LOADER	\$28.01	1M	5D	
TUGGER OPERATOR	\$28.28	1M	5D	
VIBRATOR	\$28.55	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$28.83	1M	5D	
WELL-POINT MAN	\$28.01	1M	5D	
WHEELBARROW, POWER DRIVEN	\$28.28	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$7.93	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$8.12	1		
LANDSCAPING OR PLANTING LABORERS	\$7.93	1		
LATHERS				
JOURNEY LEVEL	\$32.76	1B	5A	8N
PAINTERS				
JOURNEY LEVEL	\$26.97	1W	5A	
PLASTERERS				
JOURNEY LEVEL	\$32.04	1N	5D	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$51.65	1Q	5A	
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$31.84	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$31.23	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.44	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$31.23	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$31.84	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$31.23	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.44	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$31.84	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$32.16	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$32.44	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$32.16	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$32.44	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$32.71	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$32.71	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$32.44	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$31.84	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$32.44	1M	5D	8D
BELT FINISHING MACHINE	\$31.23	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$31.84	1M	5D	8D
BENDING MACHINE	\$31.84	1M	5D	8D
BIT GRINDERS	\$30.91	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$32.71	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$32.71	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$32.44	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$31.23	1M	5D	8D
BOAT OPERATORS	\$30.36	1M	5D	8D
BOBCAT (SKID STEER)	\$31.84	1M	5D	8D
BOLT THREADING MACHINE	\$30.91	1M	5D	8D
BOOM CATS (SIDE)	\$32.44	1M	5D	8D
BORING MACHINE (EARTH)	\$31.84	1M	5D	8D
BORING MACHINE (ROCK)	\$31.84	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$31.84	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$32.44	1M	5D	8D
CABLEWAY OPERATORS	\$32.71	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$31.84	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$32.16	1M	5D	8D
CEMENT HOG	\$31.23	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$31.84	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$31.84	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$32.44	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$31.23	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$30.91	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$32.71	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$32.44	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$32.00	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$31.23	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$32.44	1M	5D	8D
CRANES, 25 TON & UNDER	\$32.16	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.44	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$32.74	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.04	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.71	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$33.01	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.31	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.81	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.11	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER	\$34.41	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
250' BOOM)				
CRUSHER FEEDERMAN	\$30.36	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$32.44	1M	5D	8D
DECK ENGINEER	\$31.84	1M	5D	8D
DECK HAND	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 65 TON)	\$32.16	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.71	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$31.23	1M	5D	8D
DITCH WITCH OR SIMILAR	\$31.23	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$31.23	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$32.44	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$30.91	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$32.16	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.00	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.71	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$31.23	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$32.00	1M	5D	8D
FIREMAN & HEATER TENDER	\$30.91	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$31.23	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.84	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.23	1M	5D	8D
GRADE CHECKER	\$30.91	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$31.84	1M	5D	8D
H.D. MECHANIC	\$32.44	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.71	1M	5D	8D
HELICOPTER PILOT	\$33.81	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$30.36	1M	5D	8D
HOE RAM	\$32.16	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.00	1M	5D	8D
HOIST (SINGLE-DRUM)	\$31.23	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$30.91	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$32.71	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$31.84	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$31.84	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$31.84	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 8 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$32.71	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$33.81	1M	5D	8D
LOCOMOTIVE ENGINEER	\$31.84	1M	5D	8D
LONGITUDINAL FLOAT	\$31.23	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$32.71	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$31.23	1M	5D	8D
MIXERMOBILE	\$31.84	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$30.36	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.91	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$32.00	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$31.23	1M	5D	8D
PAVING (DUAL DRUM)	\$32.16	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.44	1M	5D	8D
PILEDIVING ENGINEERS	\$32.16	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$31.84	1M	5D	8D
POWER BROOM	\$31.23	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
PROBE TENDER (ROTO-MILL)	\$31.23	1M	5D	8D
PUMP (GROUT OR JET)	\$31.84	1M	5D	8D
PUMP OPERATOR (WATER)	\$30.91	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$32.44	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$32.00	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$32.44	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$30.91	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$32.44	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$31.23	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$32.44	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$32.71	1M	5D	8D
SCREED OPERATOR	\$32.44	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$32.71	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$32.44	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$32.16	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$32.00	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$31.84	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$31.23	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$31.23	1M	5D	8D
SPREADER MACHINE	\$31.84	1M	5D	8D
STEAM CLEANER	\$30.36	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$31.23	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$32.00	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$31.23	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$32.44	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$31.84	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$31.84	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$32.44	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$32.00	1M	5D	8D
TUG BOAT OPERATOR	\$32.44	1M	5D	8D
TUGGER OPERATOR	\$31.23	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$32.00	1M	5D	8D
TURNHEAD OPERATOR	\$31.84	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$32.71	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$32.44	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$32.71	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$32.00	1M	5D	8D
WELDING MACHINES	\$30.91	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$32.71	1M	5D	8D
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$35.62	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$31.16	1		
ROOFERS				
JOURNEY LEVEL	\$29.75	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$32.75	2P	5I	
SHEET METAL WORKERS				

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JOURNEY LEVEL (FIELD OR SHOP)	\$40.51	1B	5A	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$7.93	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$41.70	1R	5Q	
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$29.89	2B	5A	
HOLE DIGGER/GROUND PERSON	\$16.81	2B	5A	
INSTALLER (REPAIRER)	\$28.68	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$29.89	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$27.82	2B	5A	
TELEVISION GROUND PERSON	\$15.96	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.17	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$25.15	2B	5A	
TELEVISION TECHNICIAN	\$22.64	2B	5A	
TREE TRIMMER	\$27.82	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$27.57	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$28.62	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$32.08	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$32.25	1N	5D	8M
DUMP TRUCK	\$32.08	1N	5D	8M
DUMP TRUCK & TRAILER	\$32.25	1N	5D	8M
OTHER TRUCKS	\$31.97	1N	5D	8M
TRANSIT MIXER	\$33.01	2H	6I	8M
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$17.68	1		

EXHIBIT B

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>ASBESTOS ABATEMENT WORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$19.69	1M	5D	
3 2001-3000 HOURS 80.00%	\$21.77	1M	5D	
4 3001-4000 HOURS 90.00%	\$23.85	1M	5D	
	\$25.93	1M	5D	
<u>BOILERMAKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 70.00%				
2 1001-2000 HOURS 75.00%	\$38.86	1C	5N	
3 2001-3000 HOURS 80.00%	\$40.30	1C	5N	
4 3001-4000 HOURS 85.00%	\$41.73	1C	5N	
5 4001-5000 HOURS 90.00%	\$43.17	1C	5N	
6 5001-6000 HOURS 95.00%	\$44.60	1C	5N	
	\$46.04	1C	5N	
<u>BRICK AND MARBLE MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 40.00%				
2 0701-2100 HOURS 55.00%	\$15.78	1M	5A	
3 2101-2800 HOURS 60.00%	\$23.89	1M	5A	
4 2801-3500 HOURS 70.00%	\$25.17	1M	5A	
5 3501-4200 HOURS 80.00%	\$27.72	1M	5A	
6 4201-5000 HOURS 90.00%	\$30.27	1M	5A	
	\$32.82	1M	5A	
<u>CARPENTERS</u>				
<u>CARPENTER</u>				
1 0000-0500 HOURS 60.00%				
2 0501-1000 HOURS 65.00%	\$20.21	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$21.45	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$22.70	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$27.20	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$28.44	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$29.69	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$30.94	1B	5A	8N
	\$32.18	1B	5A	8N
<u>MILLWRIGHT AND MACHINE ERECTORS</u>				
1 1st Period 70.00%				
2 2nd Period 75.00%	\$23.58	1B	5A	8N
3 3rd Period 80.00%	\$28.14	1B	5A	8N
4 4th Period 85.00%	\$29.44	1B	5A	8N
	\$30.75	1B	5A	8N
<u>PILEDRIIVER/CARPENTER</u>				
1 0000-0500 HOURS 60.00%				
2 0501-1000 HOURS 65.00%	\$20.21	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$21.45	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$22.70	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$27.20	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$28.44	1B	5A	8N
	\$29.69	1B	5A	8N

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING</u>				
1 0000-0500 HOURS 60.00%	\$20.37	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.63	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.89	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.40	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.66	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.92	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$31.18	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.44	1B	5A	8N
<u>CEMENT MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$21.99	1N	5D	
2 1001-2000 HOURS 70.00%	\$24.36	1N	5D	
3 2001-3000 HOURS 80.00%	\$26.72	1N	5D	
4 3001-4000 HOURS 90.00%	\$29.09	1N	5D	
<u>DRYWALL TAPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 50.00%	\$15.30	1P	5A	
2 0751-1500 HOURS 55.00%	\$16.37	1P	5A	
3 1501-2250 HOURS 65.00%	\$20.22	1P	5A	
4 2251-3000 HOURS 75.00%	\$22.36	1P	5A	
5 3001-3750 HOURS 85.00%	\$26.22	1P	5A	
6 3751-4500 HOURS 90.00%	\$27.29	1P	5A	
<u>ELECTRICIANS - INSIDE</u>				
<u>JOURNEY LEVEL</u>				
APPRENTICES INDENTURED AFTER JUNE 1, 1999				
1 0000-1000 HOURS 45.00%	\$20.30	1E	5A	
2 1001-2000 HOURS 50.00%	\$21.85	1E	5A	
3 2001-3500 HOURS 55.00%	\$27.64	1E	5A	
4 3501-5000 HOURS 70.00%	\$33.28	1E	5A	
5 5001-6500 HOURS 80.00%	\$37.03	1E	5A	
6 6501-8000 HOURS 90.00%	\$40.79	1E	5A	
7 7th Period 95.00%	\$42.66	1E	5A	
4 3501-5000 HOURS 65.00%	\$31.40	1E	5A	
5 5001-6500 HOURS 75.00%	\$35.15	1E	5A	
6 6501-8000 HOURS 85.00%	\$38.91	1E	5A	
<u>ELECTRICIANS - POWERLINE CONSTRUCTION</u>				
<u>JOURNEY LEVEL LINEPERSON</u>				
1 0000-1000 HOURS 60.00%	\$32.03	4A	5A	
2 1001-2000 HOURS 63.00%	\$33.20	4A	5A	
3 2001-3000 HOURS 67.00%	\$34.76	4A	5A	
4 3001-4000 HOURS 72.00%	\$36.71	4A	5A	

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 4001-5000 HOURS 78.00%	\$39.05	4A	5A	
6 5001-6000 HOURS 86.00%	\$42.17	4A	5A	
7 6001-7000 HOURS 90.00%	\$43.73	4A	5A	
<u>POLE SPRAYER</u>				
1 0000-1000 HOURS 85.70%	\$42.06	4A	5A	
2 1001-2000 HOURS 89.80%	\$43.66	4A	5A	
3 2001-3000 HOURS 92.80%	\$44.83	4A	5A	
<u>ELEVATOR CONSTRUCTORS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 50.00%	\$20.69	4A	6Q	
2 1001-1700 HOURS 55.00%	\$37.36	4A	6Q	
3 1701-3400 HOURS 65.00%	\$41.76	4A	6Q	
4 3401-5100 HOURS 70.00%	\$44.55	4A	6Q	
5 5101-6800 HOURS 80.00%	\$48.97	4A	6Q	
<u>ELECTRONIC TECHNICIANS</u>				
<u>ELECTRONIC TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$7.93	1		
4 3501-5000 HOURS 65.00%	\$7.93	1		
5 5001-6500 HOURS 75.00%	\$8.25	1		
6 6501-8000 HOURS 85.00%	\$9.35	1		
<u>TELECOMMUNICATION TECHNICIANS</u>				
<u>TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$8.70	1		
3 2001-3500 HOURS 55.00%	\$9.56	1		
4 3501-5000 HOURS 65.00%	\$11.30	1		
5 5001-6500 HOURS 75.00%	\$13.04	1		
6 6501-8000 HOURS 85.00%	\$14.78	1		
<u>GLAZIERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 55.00%	\$9.89	1K	5A	
2 1001-2000 HOURS 60.00%	\$15.33	1K	5A	
3 2001-3000 HOURS 65.00%	\$17.22	1K	5A	
4 3001-4000 HOURS 70.00%	\$18.11	1K	5A	
5 4001-5000 HOURS 80.00%	\$19.89	1K	5A	
6 5001-6000 HOURS 90.00%	\$21.66	1K	5A	
<u>HEAT & FROST INSULATORS AND ASBESTOS WORKERS</u>				
<u>MECHANIC</u>				
1 0000-1600 HOURS 60.00%	\$28.40	1U	5C	
2 1601-3200 HOURS 70.00%	\$31.13	1U	5C	
3 3201-4800 HOURS 80.00%	\$33.85	1U	5C	
4 4801-6400 HOURS 90.00%	\$36.58	1U	5C	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>HOD CARRIERS & MASON TENDERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$20.76	1M	5D	
2 1001-2000 HOURS 70.00%	\$23.02	1M	5D	
3 2001-3000 HOURS 80.00%	\$25.28	1M	5D	
4 3001-4000 HOURS 90.00%	\$27.54	1M	5D	
<u>INSULATION APPLICATORS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$7.94	1		
2 1001-2000 HOURS 60.00%	\$9.52	1		
3 2001-3000 HOURS 75.00%	\$11.90	1		
4 3001-4000 HOURS 90.00%	\$14.28	1		
<u>IRONWORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 65.00%	\$25.07	1O	5A	
2 0751-1500 HOURS 70.00%	\$26.46	1O	5A	
3 1501-2250 HOURS 75.00%	\$35.60	1O	5A	
4 2251-3000 HOURS 80.00%	\$36.99	1O	5A	
5 3001-3750 HOURS 90.00%	\$39.77	1O	5A	
6 3751-4500 HOURS 90.00%	\$39.77	1O	5A	
7 4501-5250 HOURS 95.00%	\$41.16	1O	5A	
8 5251-6000 HOURS 95.00%	\$41.16	1O	5A	
<u>LABORERS</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>LABORERS - UNDERGROUND SEWER & WATER</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>LATHERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$19.81	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.02	1B	5A	8N
3 1001-2000 HOURS 70.00%	\$22.23	1B	5A	8N
4 2001-3000 HOURS 75.00%	\$26.70	1B	5A	8N
5 3001-4000 HOURS 80.00%	\$27.91	1B	5A	8N
6 4001-5000 HOURS 85.00%	\$29.12	1B	5A	8N
7 5001-6000 HOURS 90.00%	\$30.33	1B	5A	8N
8 6001-8000 HOURS 95.00%	\$31.55	1B	5A	8N

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>PAINTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 55.00%	\$15.87	1W	5A	
2 0751-1500 HOURS 65.00%	\$18.91	1W	5A	
3 1501-2250 HOURS 75.00%	\$20.92	1W	5A	
4 2251-3000 HOURS 80.00%	\$22.95	1W	5A	
5 3001-3750 HOURS 85.00%	\$23.96	1W	5A	
6 3751-4500 HOURS 95.00%	\$25.97	1W	5A	
<u>PLASTERERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$21.50	1N	5D	
2 2nd Period 70.00%	\$23.78	1N	5D	
3 3rd Period 80.00%	\$26.07	1N	5D	
4 4th Period 90.00%	\$28.35	1N	5D	
<u>PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$33.40	1Q	5A	
2 1001-2000 HOURS 50.00%	\$35.06	1Q	5A	
3 2001-3000 HOURS 55.00%	\$36.72	1Q	5A	
4 3001-4000 HOURS 60.00%	\$38.37	1Q	5A	
5 4001-5000 HOURS 65.00%	\$40.04	1Q	5A	
6 5001-6000 HOURS 70.00%	\$41.69	1Q	5A	
7 6001-7000 HOURS 75.00%	\$43.36	1Q	5A	
8 7001-8000 HOURS 80.00%	\$45.01	1Q	5A	
9 8001-9000 HOURS 85.00%	\$46.68	1Q	5A	
10 9001-10000 HOURS 85.00%	\$46.68	1Q	5A	
<u>POWER EQUIPMENT OPERATORS</u>				
<u>BACKHOE & HOE RAM (3/4 - 3 YD)</u>				
<u>ALL EQUIPMENT</u>				
1 0000-1000 HOURS 55.00%	\$18.84	1M	5D	8D
2 1001-2000 HOURS 60.00%	\$20.04	1M	5D	8D
3 2001-3000 HOURS 65.00%	\$24.00	1M	5D	8D
4 3001-4000 HOURS 70.00%	\$25.20	1M	5D	8D
5 4001-5000 HOURS 75.00%	\$26.41	1M	5D	8D
6 5001-6000 HOURS 80.00%	\$27.62	1M	5D	8D
7 6001-7000 HOURS 85.00%	\$28.82	1M	5D	8D
8 7001-8000 HOURS 90.00%	\$30.03	1M	5D	8D
<u>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER</u>				
<u>(SEE POWER EQUIPMENT OPERATORS)</u>				
1 0000-1000 HOURS 55.00%	\$18.84			
2 1001-2000 HOURS 60.00%	\$20.04			
3 2001-3000 HOURS 65.00%	\$24.00			
4 3001-4000 HOURS 70.00%	\$25.20			
5 4001-5000 HOURS 75.00%	\$26.41			

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 5001-6000 HOURS 80.00%	\$27.62			
7 6001-7000 HOURS 85.00%	\$28.82			
8 7001-8000 HOURS 90.00%	\$30.03			
<u>POWER LINE CLEARANCE TREE TRIMMERS</u>				
<u>TREE TRIMMER</u>				
1 0000-1000 HOURS 75.00%	\$25.17	4A	5A	
2 1001-2000 HOURS 80.00%	\$26.34	4A	5A	
3 2001-3000 HOURS 85.00%	\$27.52	4A	5A	
4 3001-4000 HOURS 90.00%	\$28.70	4A	5A	
<u>REFRIGERATION & AIR CONDITIONING MECHANICS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 40.00%	\$12.46	1		
2 1001-2000 HOURS 50.00%	\$15.58	1		
3 2001-3000 HOURS 55.00%	\$17.14	1		
4 3001-4000 HOURS 60.00%	\$18.70	1		
5 4001-5000 HOURS 65.00%	\$20.25	1		
6 5001-6000 HOURS 70.00%	\$21.81	1		
7 6001-7000 HOURS 80.00%	\$24.93	1		
8 7001-8000 HOURS 85.00%	\$26.49	1		
9 8001-9000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
<u>RESIDENTIAL CARPENTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$10.90	1		
2 2nd Period 65.00%	\$11.80	1		
3 3rd Period 70.00%	\$12.71	1		
4 4th Period 75.00%	\$13.62	1		
5 5th Period 80.00%	\$14.53	1		
6 6th Period 85.00%	\$15.44	1		
7 7th Period 90.00%	\$16.34	1		
8 8th Period 95.00%	\$17.25	1		
<u>RESIDENTIAL ELECTRICIANS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$13.33	1		
2 1001-2000 HOURS 60.00%	\$16.00	1		
3 2001-3000 HOURS 75.00%	\$20.00	1		
4 3001-4000 HOURS 90.00%	\$23.99	1		
<u>RESIDENTIAL PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 50.00%	\$12.32	1		
2 2nd Period 55.00%	\$13.55	1		
3 3rd Period 60.00%	\$14.78	1		
4 4th Period 70.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 6th Period 90.00%	\$22.18	1		
<u>RESIDENTIAL SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
1 0000-1000 HOURS 50.00%	\$16.91	1B	5A	
2 1001-2000 HOURS 60.00%	\$21.03	1B	5A	
3 2001-4000 HOURS 65.00%	\$22.20	1B	5A	
4 4001-6000 HOURS 70.00%	\$23.39	1B	5A	
5 6001-8000 HOURS 80.00%	\$25.64	1B	5A	
6 8001-10000 HOURS 85.00%	\$26.76	1B	5A	
<u>ROOFERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 70.00%	\$23.30	2P	5I	
2 0701-1400 HOURS 75.00%	\$24.38	2P	5I	
3 1401-2100 HOURS 80.00%	\$25.45	2P	5I	
4 2101-2800 HOURS 85.00%	\$26.53	2P	5I	
5 2801-3500 HOURS 90.00%	\$27.60	2P	5I	
6 3501-4200 HOURS 95.00%	\$28.68	2P	5I	
<u>SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
<u>ENVIRONMENTAL</u>				
2 0000-2000 HOURS 50.00%	\$24.17	1B	5A	
3 2001-4000 HOURS 60.00%	\$27.53	1B	5A	
4 4001-6000 HOURS 70.00%	\$30.91	1B	5A	
1 0000-1000 HOURS 40.00%	\$18.35	1B	5A	
2 1001-2000 HOURS 45.00%	\$22.08	1B	5A	
3 2001-4000 HOURS 50.00%	\$24.17	1B	5A	
4 4001-6000 HOURS 60.00%	\$27.53	1B	5A	
5 6001-8000 HOURS 70.00%	\$30.91	1B	5A	
6 8001-10000 HOURS 80.00%	\$34.26	1B	5A	
<u>SOFT FLOOR LAYERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$13.47	1N	5A	
2 1001-2000 HOURS 55.00%	\$15.10	1N	5A	
3 2001-3000 HOURS 60.00%	\$15.99	1N	5A	
4 3001-4000 HOURS 70.00%	\$17.77	1N	5A	
5 4001-5000 HOURS 80.00%	\$19.55	1N	5A	
6 5001-6000 HOURS 90.00%	\$21.33	1N	5A	
<u>SPRINKLER FITTERS (FIRE PROTECTION)</u>				
<u>JOURNEY LEVEL</u>				
<u>CLASS 1</u>				
1 1st Period 50.00%	\$20.04	1R	5Q	
10 10th Period 90.00%	\$39.00	1R	5Q	
2 2nd Period 50.00%	\$20.04	1R	5Q	
3 3rd Period 55.00%	\$25.53	1R	5Q	
4 4th Period 60.00%	\$26.88	1R	5Q	

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 5th Period 65.00%	\$32.23	1R	5Q	
6 6th Period 70.00%	\$33.59	1R	5Q	
7 7th Period 75.00%	\$34.94	1R	5Q	
8 8th Period 80.00%	\$36.29	1R	5Q	
9 9th Period 85.00%	\$37.64	1R	5Q	
<u>TILE, MARBLE & TERRAZZO FINISHERS</u>				
<u>FINISHER</u>				
1 0000-0700 HOURS 60.00%	\$17.30	2M	5A	
2 0701-2100 HOURS 70.00%	\$18.88	2M	5A	
3 2101-2800 HOURS 80.00%	\$20.46	2M	5A	
4 2801-3500 HOURS 90.00%	\$22.04	2M	5A	
<u>TERRAZZO WORKERS & TILE SETTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 50.00%	\$17.69	2M	5A	
2 0701-2100 HOURS 60.00%	\$19.67	2M	5A	
3 2101-2800 HOURS 70.00%	\$21.64	2M	5A	
4 2801-3500 HOURS 80.00%	\$23.62	2M	5A	
5 3501-4200 HOURS 90.00%	\$25.59	2M	5A	
6 4201-4900 HOURS 95.00%	\$26.58	2M	5A	
<u>TRAFFIC CONTROL STRIPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$16.60	1		
2 0501-1000 HOURS 60.00%	\$16.60	1		
3 1001-2333 HOURS 60.00%	\$16.60	1		
4 2334-4666 HOURS 73.00%	\$20.20	1		
5 4667-7000 HOURS 88.00%	\$24.35	1		
<u>TRUCK DRIVERS</u>				
<u>DUMP TRUCK</u>				
<u>ALL TRUCKS</u>				
1 0000-0700 HOURS 70.00%	\$25.56	1N	5D	8M
2 0701-1400 HOURS 80.00%	\$27.73	1N	5D	8M
3 1401-2100 HOURS 90.00%	\$29.91	1N	5D	8M

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>07/21/08</u>	Execute Contract		Consent Agenda
Subject:	<u>Hart's Backflow Testing, LLC</u>	Pass Resolution	X	Public Hearing
Prepared by:	<u>icm/dgg</u>	Pass Ordinance		1st Discussion
Reviewed by:	<u>Isk</u>	Pass Motion		2nd Discussion
		Board Direction		Workshop

BACKGROUND INFORMATION

The domestic water system at the Benton County Fairgrounds is in need of annual backflow testing. This service contract will allow Hart's Backflow Testing, LLC to test these water systems for an amount not to exceed \$1,000.00 not including W.S.S.T. This amount also allows for acceptable overages, incidentals and other unanticipated costs.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the service contract and recommend approving the contract with Hart's Backflow Testing, LLC.

RESOLUTION

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

**IN THE MATTER OF A SERVICE CONTRACT WITH HART'S BACKFLOW TESTING,
LLC FOR ANNUAL BACKFLOW TESTING FOR THE BENTON COUNTY
FAIRGROUNDS**

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

WHEREAS, Benton County Fairgrounds solicits Hart's Backflow Testing, LLC, Wenatchee, WA for annual backflow testing of the domestic water system in an amount not to exceed \$1,000 not including W.S.S.T.; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a service contract with Hart's Backflow Testing, LLC for annual backflow testing of the domestic water system; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommendations and hereby awards Hart's Backflow Testing, LLC the service contract for annual backflow testing at the Benton County Fairgrounds for an amount not to exceed \$1,000 not including W.S.S.T.; and

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

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **HART'S BACKFLOW TESTING, LLC** a limited liability company organized under the laws of the State of Washington, with its principal address 1606 N Ashland Ave., East Wenatchee, WA 98802 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit "A" - Contractor's Proposal

Exhibit "B" - Prevailing wage tables for Benton County

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide annual backflow testing for domestic water systems at the Benton County Fairgrounds, including all necessary equipment and supplies to complete the services, all in accordance with Exhibit A attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Raymond Hart, Owner
Hart's Backflow Testing, LLC
1606 N Ashland Ave.
East Wenatchee, WA 98802
(509) 886-1721 Phone
(509) 884-0506 Fax
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 786-5600 Phone
(509) 786-5625 Fax

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is three hundred twenty five dollars and zero cents (\$325.00) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed one thousand dollars and zero cents, (\$1,000.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

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

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

10. INSURANCE

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

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

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

- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:
 - 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
 - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing

these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

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

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

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

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

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

11. PERFORMANCE BOND

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

12. TERMINATION

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

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

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

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

14. NONDISCRIMINATION

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

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

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

conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

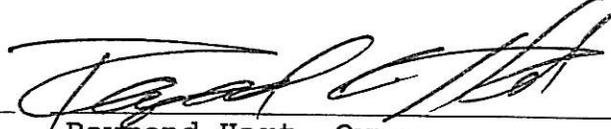
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

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

BENTON COUNTY

Hart's Backflow Testing, LLC

Claude Oliver, Chairman
Benton County Commissioner

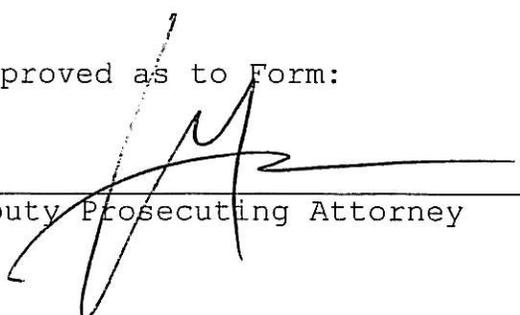


Raymond Hart, Owner

Dated: _____

Dated: 6-28-08

Approved as to Form:



Deputy Prosecuting Attorney

HART'S BACKFLOW TESTING, LLC
1606 N. Ashland Ave.
East Wenatchee, WA 98802
(509) 886-1721
(509) 884-0506 (Fax)

"SMALL WORKS PROPOSAL"

DATE: April 20, 2008

Re: Small Works Proposal; and
Add to the Small Works List

SMALL WORKS PROPOSAL SUBMITTED TO:

- Name: Benton County Fairgrounds
 - Attn: Jeff McKenzie, Maintenance Supervisor
 - 1500 S. Oak Street, Bldg #20
 - Kennewick, WA 99337

Telephone: (509) 586-9211

Construction to begin: When instructed

Construction to be completed by: Sam Hart of "Hart's Backflow Testing, LLC"

WORK TO BE PERFORMED AT:

Name: Benton County Fairgrounds

We propose to furnish the following materials and equipment: All supplies necessary to complete the Backflow Testing.

EXHIBIT A

All work and testing is guaranteed to be as specified. The above work is to be performed by Sam Hart with Hart's Backflow Testing, LLC for the sum of Forty Dollars (\$40.00) per assembly located outside up to 2 ½" and Forty Five Dollars (\$45.00) per assembly located indoors up to 2 ½". Assembly's over 2 ½" to be determined.

RESPECTFULLY SUBMITTED,

Contractor's Name: Raymond "Sam" Hart

By: Cindy Hart

Contractor's License Number: HARTSBT935CH

- Address: 1606 N. Ashland Ave.
East Wenatchee, WA 98802

Phone: (509) 886-1721 Fax: (509) 884-0506

 4-20-08

Signature Date

EXHIBIT B

State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits.
 On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$28.01	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.37	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$33.43	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$34.68	1B	5A	8N
PILEDRIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL	\$33.70	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$31.46	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$42.02	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$41.51	1N	5D	8D
BOATMEN	\$42.02	1N	5D	8D
ENGINEER WELDER	\$42.07	1N	5D	8D
LEVERMAN, HYDRAULIC	\$43.64	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$42.02	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$29.44	1P	5A	
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$44.54	1E	5A	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A	5A	
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.92	4A	5A	
HEAD GROUNDPERSON	\$37.88	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.88	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.26	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.88	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
FLAGGERS				
JOURNEY LEVEL	\$25.91	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$39.30	1U	5C	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$29.80	1M	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$42.55	1O	5A	
LABORERS				
ASPHALT RAKER	\$28.55	1M	5D	
ASPHALT ROLLER, WALKING	\$28.28	1M	5D	
BRUSH HOG FEEDER	\$28.01	1M	5D	
BRUSH MACHINE	\$28.55	1M	5D	
CARPENTER TENDER	\$28.01	1M	5D	
CASSION WORKER	\$28.55	1M	5D	
CEMENT FINISHER TENDER	\$28.28	1M	5D	
CEMENT HANDLER	\$28.01	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$28.55	1M	5D	
CLEAN-UP LABORER	\$28.01	1M	5D	
CONCRETE CREWMAN	\$28.01	1M	5D	
CONCRETE SAW, WALKING	\$28.28	1M	5D	
CONCRETE SIGNALMAN	\$28.01	1M	5D	
CONCRETE STACK	\$28.55	1M	5D	
CRUSHER FEEDER	\$28.01	1M	5D	
DEMOLITION	\$28.01	1M	5D	
DEMOLITION TORCH	\$28.28	1M	5D	
DOPE POT FIREMAN	\$28.28	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON	\$28.28	1M	5D	
DRILL WITH DUAL MASTS	\$28.83	1M	5D	
DRILL, AIR TRACT	\$28.55	1M	5D	
DRILLS, WAGON	\$28.28	1M	5D	
DUMPMAN	\$28.01	1M	5D	
EROSION CONTROL WORKER	\$28.01	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$25.91	1M	5D	
FIRE WATCH	\$28.01	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$28.01	1M	5D	
FORM SETTER, PAVING	\$28.28	1M	5D	
GENERAL LABORER	\$28.01	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$28.28	1M	5D	
GROUT MACHINE HEADER TENDER	\$28.01	1M	5D	
GUARDRAIL ERECTOR	\$28.01	1M	5D	
GUNITE NOZZLEMAN	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$28.83	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$28.28	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$28.01	1M	5D	
HIGH SCALER	\$28.55	1M	5D	
JACKHAMMER	\$28.28	1M	5D	
LASER BEAM OPERATOR	\$28.55	1M	5D	
MINER, CLASS "A"	\$28.01	1M	5D	
MINER, CLASS "B"	\$28.28	1M	5D	
MINER, CLASS "C"	\$28.55	1M	5D	
MINER, CLASS "D"	\$28.83	1M	5D	

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$28.55	1M	5D	
MORTAR MIXER	\$28.55	1M	5D	
NIPPER	\$28.01	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$28.55	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$28.28	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$28.28	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$28.55	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$28.28	1M	5D	
PIPE, WATER LINER	\$28.28	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$28.28	1M	5D	
PIPELAYER, MULTI PLATE	\$28.28	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$28.55	1M	5D	
PIPEWRAPPER	\$28.55	1M	5D	
PLASTERER TENDER	\$28.55	1M	5D	
POT TENDER	\$28.28	1M	5D	
POWDERMAN	\$30.20	1M	5D	
POWDERMAN HELPER	\$28.28	1M	5D	
POWER BUGGY OPERATOR	\$28.28	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$28.28	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$28.28	1M	5D	
RIPRAP PERSON	\$28.01	1M	5D	
RODDER & SPREADER	\$28.28	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$28.01	1M	5D	
STAKE JUMPER	\$28.01	1M	5D	
STRUCTURAL MOVER	\$28.01	1M	5D	
TAILHOSEMAN, SANDBLAST	\$28.01	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$28.01	1M	5D	
TAMPER	\$28.28	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$28.01	1M	5D	
TRACK LABORER	\$28.01	1M	5D	
TRENCHER, SHAWNEE	\$28.28	1M	5D	
TRUCK LOADER	\$28.01	1M	5D	
TUGGER OPERATOR	\$28.28	1M	5D	
VIBRATOR	\$28.55	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$28.83	1M	5D	
WELL-POINT MAN	\$28.01	1M	5D	
WHEELBARROW, POWER DRIVEN	\$28.28	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$7.93	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$8.12	1		
LANDSCAPING OR PLANTING LABORERS	\$7.93	1		
LATHERS				
JOURNEY LEVEL	\$32.76	1B	5A	8N
PAINTERS				
JOURNEY LEVEL	\$26.97	1W	5A	
PLASTERERS				
JOURNEY LEVEL	\$32.04	1N	5D	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$51.65	1Q	5A	
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$31.84	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$31.23	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.44	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$31.23	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$31.84	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$31.23	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.44	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$31.84	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BACKHOE & HOE RAM (UNDER 3/4 YARD)	\$32.16	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$32.44	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$32.16	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$32.44	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$32.71	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$32.71	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$32.44	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$31.84	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$32.44	1M	5D	8D
BELT FINISHING MACHINE	\$31.23	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$31.84	1M	5D	8D
BENDING MACHINE	\$31.84	1M	5D	8D
BIT GRINDERS	\$30.91	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$32.71	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$32.71	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$32.44	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$31.23	1M	5D	8D
BOAT OPERATORS	\$30.36	1M	5D	8D
BOBCAT (SKID STEER)	\$31.84	1M	5D	8D
BOLT THREADING MACHINE	\$30.91	1M	5D	8D
BOOM CATS (SIDE)	\$32.44	1M	5D	8D
BORING MACHINE (EARTH)	\$31.84	1M	5D	8D
BORING MACHINE (ROCK)	\$31.84	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$31.84	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER)	\$32.44	1M	5D	8D
CABLEWAY OPERATORS	\$32.71	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$31.84	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$32.16	1M	5D	8D
CEMENT HOG	\$31.23	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$31.84	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$31.84	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$32.44	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$31.23	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$30.91	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$32.71	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$32.44	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$32.00	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$31.23	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$32.44	1M	5D	8D
CRANES, 25 TON & UNDER	\$32.16	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.44	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$32.74	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.04	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.71	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$33.01	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.31	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.81	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.11	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER	\$34.41	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
250' BOOM)				
CRUSHER FEEDERMAN	\$30.36	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$32.44	1M	5D	8D
DECK ENGINEER	\$31.84	1M	5D	8D
DECK HAND	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS (UNDER 65 TON)	\$32.16	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.71	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$31.23	1M	5D	8D
DITCH WITCH OR SIMILAR	\$31.23	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$31.23	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$32.44	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$30.91	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$32.16	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.00	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.71	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$31.23	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$32.00	1M	5D	8D
FIREMAN & HEATER TENDER	\$30.91	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$31.23	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.84	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.23	1M	5D	8D
GRADE CHECKER	\$30.91	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$31.84	1M	5D	8D
H.D. MECHANIC	\$32.44	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.71	1M	5D	8D
HELICOPTER PILOT	\$33.81	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$30.36	1M	5D	8D
HOE RAM	\$32.16	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.00	1M	5D	8D
HOIST (SINGLE-DRUM)	\$31.23	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$30.91	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$32.71	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$31.84	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$31.84	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$31.84	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (UNDER 4 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (4 - 8 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (8 - 10 YD)	\$32.71	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$33.81	1M	5D	8D
LOCOMOTIVE ENGINEER	\$31.84	1M	5D	8D
LONGITUDINAL FLOAT	\$31.23	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$32.71	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$31.23	1M	5D	8D
MIXERMOBILE	\$31.84	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$30.36	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.91	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$32.00	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$31.23	1M	5D	8D
PAVING (DUAL DRUM)	\$32.16	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.44	1M	5D	8D
PILEDIVING ENGINEERS	\$32.16	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$31.84	1M	5D	8D
POWER BROOM	\$31.23	1M	5D	8D

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		Over Time Code	Holiday Code	Note Code
PROBE TENDER (ROTO-MILL)	\$31.23	1M	5D	8D
PUMP (GROUT OR JET)	\$31.84	1M	5D	8D
PUMP OPERATOR (WATER)	\$30.91	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$32.44	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$32.00	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$32.44	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$30.91	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$32.44	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$31.23	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$32.44	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$32.71	1M	5D	8D
SCREED OPERATOR	\$32.44	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$32.71	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$32.44	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$32.16	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$32.00	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$31.84	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$31.23	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$31.23	1M	5D	8D
SPREADER MACHINE	\$31.84	1M	5D	8D
STEAM CLEANER	\$30.36	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$31.23	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$32.00	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$31.23	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$32.44	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$31.84	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$31.84	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$32.44	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$32.00	1M	5D	8D
TUG BOAT OPERATOR	\$32.44	1M	5D	8D
TUGGER OPERATOR	\$31.23	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$32.00	1M	5D	8D
TURNHEAD OPERATOR	\$31.84	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$32.71	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$32.44	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$32.71	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$32.00	1M	5D	8D
WELDING MACHINES	\$30.91	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$32.71	1M	5D	8D
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$35.62	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$31.16	1		
ROOFERS				
JOURNEY LEVEL	\$29.75	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$32.75	2P	5I	
SHEET METAL WORKERS				

BENTON COUNTY

Effective 03-03-07

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JOURNEY LEVEL (FIELD OR SHOP)	\$40.51	1B	5A	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$7.93	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$41.70	1R	5Q	
SURVEYORS				
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS				
TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE				
CABLE SPLICER	\$29.89	2B	5A	
HOLE DIGGER/GROUND PERSON	\$16.81	2B	5A	
INSTALLER (REPAIRER)	\$28.68	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$29.89	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$27.82	2B	5A	
TELEVISION GROUND PERSON	\$15.96	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.17	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$25.15	2B	5A	
TELEVISION TECHNICIAN	\$22.64	2B	5A	
TREE TRIMMER	\$27.82	2B	5A	
TERRAZZO WORKERS & TILE SETTERS				
JOURNEY LEVEL	\$27.57	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS				
FINISHER	\$23.62	2M	5A	
TRAFFIC CONTROL STRIPERS				
JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS				
ASPHALT MIX (TO 20 YARDS)	\$32.08	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$32.25	1N	5D	8M
DUMP TRUCK	\$32.08	1N	5D	8M
DUMP TRUCK & TRAILER	\$32.25	1N	5D	8M
OTHER TRUCKS	\$31.97	1N	5D	8M
TRANSIT MIXER	\$33.01	1N	5D	8M
WELL DRILLERS & IRRIGATION PUMP INSTALLERS		2H	6I	
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$17.68	1		

EXHIBIT B

PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>ASBESTOS ABATEMENT WORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>BOILERMAKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 70.00%	\$38.86	1C	5N	
2 1001-2000 HOURS 75.00%	\$40.30	1C	5N	
3 2001-3000 HOURS 80.00%	\$41.73	1C	5N	
4 3001-4000 HOURS 85.00%	\$43.17	1C	5N	
5 4001-5000 HOURS 90.00%	\$44.60	1C	5N	
6 5001-6000 HOURS 95.00%	\$46.04	1C	5N	
<u>BRICK AND MARBLE MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 40.00%	\$15.78	1M	5A	
2 0701-2100 HOURS 55.00%	\$23.89	1M	5A	
3 2101-2800 HOURS 60.00%	\$25.17	1M	5A	
4 2801-3500 HOURS 70.00%	\$27.72	1M	5A	
5 3501-4200 HOURS 80.00%	\$30.27	1M	5A	
6 4201-5000 HOURS 90.00%	\$32.82	1M	5A	
<u>CARPENTERS</u>				
<u>CARPENTER</u>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>MILLWRIGHT AND MACHINE ERECTORS</u>				
1 1st Period 70.00%	\$23.58	1B	5A	8N
2 2nd Period 75.00%	\$28.14	1B	5A	8N
3 3rd Period 80.00%	\$29.44	1B	5A	8N
4 4th Period 85.00%	\$30.75	1B	5A	8N
<u>PILEDRIVER/CARPENTER</u>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>PILED RIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING</u>				
1 0000-0500 HOURS 60.00%	\$20.37	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.63	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.89	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.40	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.66	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.92	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$31.18	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.44	1B	5A	8N
<u>CEMENT MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$21.99	1N	5D	
2 1001-2000 HOURS 70.00%	\$24.36	1N	5D	
3 2001-3000 HOURS 80.00%	\$26.72	1N	5D	
4 3001-4000 HOURS 90.00%	\$29.09	1N	5D	
<u>DRYWALL TAPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 50.00%	\$15.30	1P	5A	
2 0751-1500 HOURS 55.00%	\$16.37	1P	5A	
3 1501-2250 HOURS 65.00%	\$20.22	1P	5A	
4 2251-3000 HOURS 75.00%	\$22.36	1P	5A	
5 3001-3750 HOURS 85.00%	\$26.22	1P	5A	
6 3751-4500 HOURS 90.00%	\$27.29	1P	5A	
<u>ELECTRICIANS - INSIDE</u>				
<u>JOURNEY LEVEL</u>				
APPRENTICES INDENTURED AFTER JUNE 1, 1999				
1 0000-1000 HOURS 45.00%	\$20.30	1E	5A	
2 1001-2000 HOURS 50.00%	\$21.85	1E	5A	
3 2001-3500 HOURS 55.00%	\$27.64	1E	5A	
4 3501-5000 HOURS 70.00%	\$33.28	1E	5A	
5 5001-6500 HOURS 80.00%	\$37.03	1E	5A	
6 6501-8000 HOURS 90.00%	\$40.79	1E	5A	
7 7th Period 95.00%	\$42.66	1E	5A	
4 3501-5000 HOURS 65.00%	\$31.40	1E	5A	
5 5001-6500 HOURS 75.00%	\$35.15	1E	5A	
6 6501-8000 HOURS 85.00%	\$38.91	1E	5A	
<u>ELECTRICIANS - POWERLINE CONSTRUCTION</u>				
<u>JOURNEY LEVEL LINEPERSON</u>				
1 0000-1000 HOURS 60.00%	\$32.03	4A	5A	
2 1001-2000 HOURS 63.00%	\$33.20	4A	5A	
3 2001-3000 HOURS 67.00%	\$34.76	4A	5A	
4 3001-4000 HOURS 72.00%	\$36.71	4A	5A	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY**

APPRENTICES

**EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 4001-5000 HOURS 78.00%	\$39.05	4A	5A	
6 5001-6000 HOURS 86.00%	\$42.17	4A	5A	
7 6001-7000 HOURS 90.00%	\$43.73	4A	5A	
<u>POLE SPRAYER</u>				
1 0000-1000 HOURS 85.70%	\$42.06	4A	5A	
2 1001-2000 HOURS 89.80%	\$43.66	4A	5A	
3 2001-3000 HOURS 92.80%	\$44.83	4A	5A	
<u>ELEVATOR CONSTRUCTORS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 50.00%	\$20.69	4A	6Q	
2 1001-1700 HOURS 55.00%	\$37.36	4A	6Q	
3 1701-3400 HOURS 65.00%	\$41.76	4A	6Q	
4 3401-5100 HOURS 70.00%	\$44.55	4A	6Q	
5 5101-6800 HOURS 80.00%	\$48.97	4A	6Q	
<u>ELECTRONIC TECHNICIANS</u>				
<u>ELECTRONIC TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$7.93	1		
4 3501-5000 HOURS 65.00%	\$7.93	1		
5 5001-6500 HOURS 75.00%	\$8.25	1		
6 6501-8000 HOURS 85.00%	\$9.35	1		
<u>TELECOMMUNICATION TECHNICIANS</u>				
<u>TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$8.70	1		
3 2001-3500 HOURS 55.00%	\$9.56	1		
4 3501-5000 HOURS 65.00%	\$11.30	1		
5 5001-6500 HOURS 75.00%	\$13.04	1		
6 6501-8000 HOURS 85.00%	\$14.78	1		
<u>GLAZIERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 55.00%	\$9.89	1K	5A	
2 1001-2000 HOURS 60.00%	\$15.33	1K	5A	
3 2001-3000 HOURS 65.00%	\$17.22	1K	5A	
4 3001-4000 HOURS 70.00%	\$18.11	1K	5A	
5 4001-5000 HOURS 80.00%	\$19.89	1K	5A	
6 5001-6000 HOURS 90.00%	\$21.66	1K	5A	
<u>HEAT & FROST INSULATORS AND ASBESTOS WORKERS</u>				
<u>MECHANIC</u>				
1 0000-1600 HOURS 60.00%	\$28.40	1U	5C	
2 1601-3200 HOURS 70.00%	\$31.13	1U	5C	
3 3201-4800 HOURS 80.00%	\$33.85	1U	5C	
4 4801-6400 HOURS 90.00%	\$36.58	1U	5C	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES**

**EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>HOD CARRIERS & MASON TENDERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$20.76	1M	5D	
2 1001-2000 HOURS 70.00%	\$23.02	1M	5D	
3 2001-3000 HOURS 80.00%	\$25.28	1M	5D	
4 3001-4000 HOURS 90.00%	\$27.54	1M	5D	
<u>INSULATION APPLICATORS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$7.94	1		
2 1001-2000 HOURS 60.00%	\$9.52	1		
3 2001-3000 HOURS 75.00%	\$11.90	1		
4 3001-4000 HOURS 90.00%	\$14.28	1		
<u>IRONWORKERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 65.00%	\$25.07	1O	5A	
2 0751-1500 HOURS 70.00%	\$26.46	1O	5A	
3 1501-2250 HOURS 75.00%	\$35.60	1O	5A	
4 2251-3000 HOURS 80.00%	\$36.99	1O	5A	
5 3001-3750 HOURS 90.00%	\$39.77	1O	5A	
6 3751-4500 HOURS 90.00%	\$39.77	1O	5A	
7 4501-5250 HOURS 95.00%	\$41.16	1O	5A	
8 5251-6000 HOURS 95.00%	\$41.16	1O	5A	
<u>LABORERS</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>LABORERS - UNDERGROUND SEWER & WATER</u>				
<u>GENERAL LABORER</u>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<u>LATHERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$19.81	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.02	1B	5A	8N
3 1001-2000 HOURS 70.00%	\$22.23	1B	5A	8N
4 2001-3000 HOURS 75.00%	\$26.70	1B	5A	8N
5 3001-4000 HOURS 80.00%	\$27.91	1B	5A	8N
6 4001-5000 HOURS 85.00%	\$29.12	1B	5A	8N
7 5001-6000 HOURS 90.00%	\$30.33	1B	5A	8N
8 6001-8000 HOURS 95.00%	\$31.55	1B	5A	8N

**PREVAILING WAGE RATES
FOR
BENTON COUNTY**

APPRENTICES

**EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<u>PAINTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 55.00%	\$15.87	1W	5A	
2 0751-1500 HOURS 65.00%	\$18.91	1W	5A	
3 1501-2250 HOURS 75.00%	\$20.92	1W	5A	
4 2251-3000 HOURS 80.00%	\$22.95	1W	5A	
5 3001-3750 HOURS 85.00%	\$23.96	1W	5A	
6 3751-4500 HOURS 95.00%	\$25.97	1W	5A	
<u>PLASTERERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$21.50	1N	5D	
2 2nd Period 70.00%	\$23.78	1N	5D	
3 3rd Period 80.00%	\$26.07	1N	5D	
4 4th Period 90.00%	\$28.35	1N	5D	
<u>PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$33.40	1Q	5A	
2 1001-2000 HOURS 50.00%	\$35.06	1Q	5A	
3 2001-3000 HOURS 55.00%	\$36.72	1Q	5A	
4 3001-4000 HOURS 60.00%	\$38.37	1Q	5A	
5 4001-5000 HOURS 65.00%	\$40.04	1Q	5A	
6 5001-6000 HOURS 70.00%	\$41.69	1Q	5A	
7 6001-7000 HOURS 75.00%	\$43.36	1Q	5A	
8 7001-8000 HOURS 80.00%	\$45.01	1Q	5A	
9 8001-9000 HOURS 85.00%	\$46.68	1Q	5A	
10 9001-10000 HOURS 85.00%	\$46.68	1Q	5A	
<u>POWER EQUIPMENT OPERATORS</u>				
<u>BACKHOE & HOE RAM (3/4 - 3 YD)</u>				
<u>ALL EQUIPMENT</u>				
1 0000-1000 HOURS 55.00%	\$18.84	1M	5D	8D
2 1001-2000 HOURS 60.00%	\$20.04	1M	5D	8D
3 2001-3000 HOURS 65.00%	\$24.00	1M	5D	8D
4 3001-4000 HOURS 70.00%	\$25.20	1M	5D	8D
5 4001-5000 HOURS 75.00%	\$26.41	1M	5D	8D
6 5001-6000 HOURS 80.00%	\$27.62	1M	5D	8D
7 6001-7000 HOURS 85.00%	\$28.82	1M	5D	8D
8 7001-8000 HOURS 90.00%	\$30.03	1M	5D	8D
<u>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER</u>				
<u>(SEE POWER EQUIPMENT OPERATORS)</u>				
1 0000-1000 HOURS 55.00%	\$18.84			
2 1001-2000 HOURS 60.00%	\$20.04			
3 2001-3000 HOURS 65.00%	\$24.00			
4 3001-4000 HOURS 70.00%	\$25.20			
5 4001-5000 HOURS 75.00%	\$26.41			

**PREVAILING WAGE RATES
FOR
BENTON COUNTY
APPRENTICES
EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 5001-6000 HOURS 80.00%	\$27.62			
7 6001-7000 HOURS 85.00%	\$28.82			
8 7001-8000 HOURS 90.00%	\$30.03			
<u>POWER LINE CLEARANCE TREE TRIMMERS</u>				
<u>TREE TRIMMER</u>				
1 0000-1000 HOURS 75.00%	\$25.17	4A	5A	
2 1001-2000 HOURS 80.00%	\$26.34	4A	5A	
3 2001-3000 HOURS 85.00%	\$27.52	4A	5A	
4 3001-4000 HOURS 90.00%	\$28.70	4A	5A	
<u>REFRIGERATION & AIR CONDITIONING MECHANICS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 40.00%	\$12.46	1		
2 1001-2000 HOURS 50.00%	\$15.58	1		
3 2001-3000 HOURS 55.00%	\$17.14	1		
4 3001-4000 HOURS 60.00%	\$18.70	1		
5 4001-5000 HOURS 65.00%	\$20.25	1		
6 5001-6000 HOURS 70.00%	\$21.81	1		
7 6001-7000 HOURS 80.00%	\$24.93	1		
8 7001-8000 HOURS 85.00%	\$26.49	1		
9 8001-9000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
<u>RESIDENTIAL CARPENTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 60.00%	\$10.90	1		
2 2nd Period 65.00%	\$11.80	1		
3 3rd Period 70.00%	\$12.71	1		
4 4th Period 75.00%	\$13.62	1		
5 5th Period 80.00%	\$14.53	1		
6 6th Period 85.00%	\$15.44	1		
7 7th Period 90.00%	\$16.34	1		
8 8th Period 95.00%	\$17.25	1		
<u>RESIDENTIAL ELECTRICIANS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$13.33	1		
2 1001-2000 HOURS 60.00%	\$16.00	1		
3 2001-3000 HOURS 75.00%	\$20.00	1		
4 3001-4000 HOURS 90.00%	\$23.99	1		
<u>RESIDENTIAL PLUMBERS & PIPEFITTERS</u>				
<u>JOURNEY LEVEL</u>				
1 1st Period 50.00%	\$12.32	1		
2 2nd Period 55.00%	\$13.55	1		
3 3rd Period 60.00%	\$14.78	1		
4 4th Period 70.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

**PREVAILING WAGE RATES
FOR
BENTON COUNTY**

APPRENTICES

**EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 6th Period 90.00%	\$22.18	1		
<u>RESIDENTIAL SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
1 0000-1000 HOURS 50.00%	\$16.91	1B	5A	
2 1001-2000 HOURS 60.00%	\$21.03	1B	5A	
3 2001-4000 HOURS 65.00%	\$22.20	1B	5A	
4 4001-6000 HOURS 70.00%	\$23.39	1B	5A	
5 6001-8000 HOURS 80.00%	\$25.64	1B	5A	
6 8001-10000 HOURS 85.00%	\$26.76	1B	5A	
<u>ROOFERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 70.00%	\$23.30	2P	5I	
2 0701-1400 HOURS 75.00%	\$24.38	2P	5I	
3 1401-2100 HOURS 80.00%	\$25.45	2P	5I	
4 2101-2800 HOURS 85.00%	\$26.53	2P	5I	
5 2801-3500 HOURS 90.00%	\$27.60	2P	5I	
6 3501-4200 HOURS 95.00%	\$28.68	2P	5I	
<u>SHEET METAL WORKERS</u>				
<u>JOURNEY LEVEL (FIELD OR SHOP)</u>				
ENVIRONMENTAL				
2 0000-2000 HOURS 50.00%	\$24.17	1B	5A	
3 2001-4000 HOURS 60.00%	\$27.53	1B	5A	
4 4001-6000 HOURS 70.00%	\$30.91	1B	5A	
1 0000-1000 HOURS 40.00%	\$18.35	1B	5A	
2 1001-2000 HOURS 45.00%	\$22.08	1B	5A	
3 2001-4000 HOURS 50.00%	\$24.17	1B	5A	
4 4001-6000 HOURS 60.00%	\$27.53	1B	5A	
5 6001-8000 HOURS 70.00%	\$30.91	1B	5A	
6 8001-10000 HOURS 80.00%	\$34.26	1B	5A	
<u>SOFT FLOOR LAYERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 50.00%	\$13.47	1N	5A	
2 1001-2000 HOURS 55.00%	\$15.10	1N	5A	
3 2001-3000 HOURS 60.00%	\$15.99	1N	5A	
4 3001-4000 HOURS 70.00%	\$17.77	1N	5A	
5 4001-5000 HOURS 80.00%	\$19.55	1N	5A	
6 5001-6000 HOURS 90.00%	\$21.33	1N	5A	
<u>SPRINKLER FITTERS (FIRE PROTECTION)</u>				
<u>JOURNEY LEVEL</u>				
CLASS 1				
1 1st Period 50.00%	\$20.04	1R	5Q	
10 10th Period 90.00%	\$39.00	1R	5Q	
2 2nd Period 50.00%	\$20.04	1R	5Q	
3 3rd Period 55.00%	\$25.53	1R	5Q	
4 4th Period 60.00%	\$26.88	1R	5Q	

**PREVAILING WAGE RATES
FOR
BENTON COUNTY**

APPRENTICES

**EFFECTIVE DATE
3/3/2007**

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 5th Period 65.00%	\$32.23	1R	5Q	
6 6th Period 70.00%	\$33.59	1R	5Q	
7 7th Period 75.00%	\$34.94	1R	5Q	
8 8th Period 80.00%	\$36.29	1R	5Q	
9 9th Period 85.00%	\$37.64	1R	5Q	
<u>TILE, MARBLE & TERRAZZO FINISHERS</u>				
<u>FINISHER</u>				
1 0000-0700 HOURS 60.00%	\$17.30	2M	5A	
2 0701-2100 HOURS 70.00%	\$18.88	2M	5A	
3 2101-2800 HOURS 80.00%	\$20.46	2M	5A	
4 2801-3500 HOURS 90.00%	\$22.04	2M	5A	
<u>TERRAZZO WORKERS & TILE SETTERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0700 HOURS 50.00%	\$17.69	2M	5A	
2 0701-2100 HOURS 60.00%	\$19.67	2M	5A	
3 2101-2800 HOURS 70.00%	\$21.64	2M	5A	
4 2801-3500 HOURS 80.00%	\$23.62	2M	5A	
5 3501-4200 HOURS 90.00%	\$25.59	2M	5A	
6 4201-4900 HOURS 95.00%	\$26.58	2M	5A	
<u>TRAFFIC CONTROL STRIPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0500 HOURS 60.00%	\$16.60	1		
2 0501-1000 HOURS 60.00%	\$16.60	1		
3 1001-2333 HOURS 60.00%	\$16.60	1		
4 2334-4666 HOURS 73.00%	\$20.20	1		
5 4667-7000 HOURS 88.00%	\$24.35	1		
<u>TRUCK DRIVERS</u>				
<u>DUMP TRUCK</u>				
<u>ALL TRUCKS</u>				
1 0000-0700 HOURS 70.00%	\$25.56	1N	5D	8M
2 0701-1400 HOURS 80.00%	\$27.73	1N	5D	8M
3 1401-2100 HOURS 90.00%	\$29.91	1N	5D	8M

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE GEOGRAPHIC INFORMATION SYSTEM (GIS)
ORTHOPHOTO PROJECT**

WHEREAS, the Yakima County Geographic Information Systems (GIS) Department possesses the staff and resources to ortho-rectify digital imagery; and

WHEREAS, the County has contracted with the Washington State Department of Transportation to fly portions of the county and scan the resultant aerial photographs to produce digital images; and

WHEREAS, it is necessary that these digital images of aerial photographs be ortho-rectified for use in mapping and GIS; and

WHEREAS, a contract has been prepared for the services necessary to ortho-rectify the County's aerial imagery; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners that the contract for GIS services between Benton County and Yakima County is hereby approved, and that the Chairman is authorized to sign said agreement.

Dated this 21st day of July, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT FOR GIS SERVICES

THIS CONTRACT is made and entered into by YAKIMA COUNTY, hereinafter referred to as "YAKIMA, and BENTON COUNTY whose address is 620 Market Street, Prosser, WA 99350-0110, hereinafter referred to as "BENTON."

WHEREAS, BENTON is desirous of contracting with YAKIMA for certain technical assistance; and,

WHEREAS, YAKIMA possesses the technical planning staff and resources with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

I. GENERAL PROJECT DESCRIPTION

Scope of Services. Services performed under this contract are described in Attachment "A":

II. COMPENSATION AND METHOD OF PAYMENT

- 2.1 The maximum amount of compensation and reimbursement to be paid by BENTON hereunder is \$39,380.00.
- 2.2 Agents, employees, servants, or representatives of either party shall not be deemed to be employees, agents, servants, or representatives of the other party for any purpose as a result of this contract. Each party shall assume full responsibility for payments of federal, state and local employment taxes or contributions for its employees.
- 2.3 YAKIMA will deliver products as described in Attachment "A" as they are finished. BENTON shall have 15 working days from receipt of each set of deliverables to send written notice to YAKIMA if the product is unacceptable. YAKIMA shall invoice for products delivered if it does not receive notice from BENTON that a product was unacceptable.

III. TERM

- 3.1 This contract shall be effective from the date hereof and continue in effect until the services are completed, which shall be on or before October 31, 2009.
- 3.2 YAKIMA shall not distribute any imagery associated with this project without prior written approval from BENTON to anyone other than BENTON and shall return all raw and processed imagery to BENTON following acceptance by BENTON of the deliverables.
- 3.3 Termination of Contract for Cause. If, through any cause, BENTON or YAKIMA shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall thereupon have the right to terminate this contract by giving at least fifteen (15) days written notice before the effective date of such termination to the other of such termination specifying the effective date thereof.
- 3.4 Termination for Convenience. Either BENTON or YAKIMA may effect termination of this contract upon thirty (30) days written notice of either party to the other party. If the contract is terminated by BENTON, it will compensate YAKIMA for that portion of services delivered to and accepted by BENTON.

IV. PRIOR AGREEMENTS AND AMENDMENTS

This document constitutes the entire agreement between the parties and supersedes all previous communications, representations, understandings, and agreements whether verbal or written with respect to the subject matter herein. No agreement or understanding varying or extending the terms hereof will be binding on either party unless written and duly executed by each party.

V. VENUE AND JURISDICTION

The terms and conditions of this agreement shall be interpreted under the laws of the State of Washington.

VI. INDEMNIFICATION

Each party shall indemnify and hold harmless the other, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement.

VII. NONDISCRIMINATION

Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable federal, state, or county law or regulation. In the event either party violates this provision, the other may terminate this agreement immediately.

VIII. AUTHORITY/RECORDING

This agreement is authorized by Title 39.34 RCW and shall be recorded with the Auditors for BENTON and YAKIMA.

In witness whereof, the parties hereto have caused this agreement to be executed by their respective officers.

Board of BENTON County Commissioners

By: _____
Claude R. Oliver, Chairman

Attest:

By: _____
Max E. Benitz, Jr., Commissioner

Clerk of the Board

By: _____
Leo M. Bowman, Commissioner
*Constituting the Board of County Commissioners
for BENTON County, Washington*

Approved as to Form:

Deputy Prosecuting Attorney

BOARD OF YAKIMA COUNTY COMMISSIONERS

Attest:

Ronald F. Gamache, Chairman

Christina S. Steiner
Clerk of the Board

J. Rand Elliott, Commissioner

Approved as to Form:

Deputy Prosecuting Attorney

Michael D. Leita, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

By: _____
Michael Martian
Director of GIS

ATTACHMENT A
SCOPE OF WORK and COST

YAKIMA will ortho-rectify aerial photography (605 digital images) of Benton County and the USDOE Hanford site (259 digital images) using existing Benton County ortho-photography for x,y ground control and any available and usable ground control provided by BENTON, and a 10 meter digital elevation model. The process involves unloading and verifying the images received from WSDOT, calibrating the images to the camera parameters, adding ground control (x,y) to the images, applying the digital terrain model, ortho-rectifying, and mosaicing the images.

BENTON shall assist Yakima County by providing existing ortho-photography and any available painted or targeted ground control.

Deliverables:

Tiff format ortho-rectified true color images with a one foot ground sample distance in one section image files (with associated world files) and an image catalog for use with ArcView/ArcGIS.

- Projection (BENTON County): Washington State Plane South, NAD 83, Units Feet
- Projection (USDOE Hanford): Washington State Plane South, NAD 83, Units Meters

The images shall be named as "RangeTownshipSection" (i.e. 380719.tif and 380719.tfw). Images shall be delivered on DVD+R, 4.7 GB formatted media.

FGDC compliant metadata

Task	Scale	# Negatives	Per Image Cost	Total
Ortho-rectify Imagery: Benton County (Feet)	1"=2000'	605	\$45. ⁰⁰	\$ 27,225. ⁰⁰
Ortho-rectify Imagery: Hanford (Meters)	1"=2000'	259	\$48. ⁰⁰	\$ 12,432. ⁰⁰
Download/Build: Existing Ortho-photos Download/Build: 10 Meter DEM				\$ 500. ⁰⁰
Total				\$ 39,380.⁰⁰

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u>
MEETING DATE: B/C 07-21-08 F/C 07-17-08		PUBLIC HEARING
SUBJECT: Resolution Authorization of Agreement with Pasco School Probation Liaison Program at Pasco High School		1ST DISCUSSION
Prepared By: Kathryn M. Phillips		2ND DISCUSSION
Reviewed By: Sharon Paradis		OTHER

BACKGROUND INFORMATION

The Pasco High School / Probation Liaison Project places a probation counselor at Pasco High School to teach Aggression Replacement Training and to work with those youth at the school who are on probation has been in place since 2000. Research indicates this program is making substantial, positive changes in the lives of the youth it serves. In years past funding was received from the Department of Social Health Services, Office of Juvenile Justice to sustain this program. Beginning with the 2005 2006 school year to continue this community vital program, the Pasco School District agreed to compensate the Counties for contract.

SUMMARY

The Pasco School District would like to continue to program for the period beginning on July 1, 2008 and ending on June 30, 2009.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract with the Pasco School District to continue probation services and intervention services to youth located at Pasco High School.

FISCAL IMPACT

Pasco School District has agreed to compensate the Counties for a total of \$36,353.04, which is one-half the cost to the Counties of employing a Probation Counselor to provide the Probation Liaison Project services as set forth in the contract's Statement of Work.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Pasco School District to provide a probation counselor in Pasco High School.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN PASCO HIGH SCHOOL, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Contract between the Juvenile Court and the Pasco School District be approved as presented for a term commencing July 1, 2008, and terminating on June 30, 2009, **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby are authorized to sign, on behalf of their respective county, the Contract between the Juvenile Court and the Pasco School District shall be for a period commencing July 1, 2008, and terminating on June 30, 2009.

DATED this day 21st of July 2008

DATED this 17th day of July 2008

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND PASCO SCHOOL DISTRICT

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 Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC"), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as the "Counties"), and Pasco School District, with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter referred to as the "District").

RECITALS

- A. The Counties and the District have implemented a School/Juvenile Probation Liaison Program and desire to continue such a program (the "Program") to serve the population identified in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference; and
- B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

- 1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.

- 1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 1 of this Agreement.
- 1.3 The District agrees to perform all work described in Exhibit B, Section 2 of this Agreement. The District further agrees to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 2 of this Agreement.
- 1.4 The Counties and the District shall maintain all records that reflect all direct and indirect costs expended by each party in the performance of this Agreement. The Counties and the District shall maintain written documentation of services provided to all youth under this Program. Such records shall be maintained in a locked, confidential file at Pasco High School. These records shall be available at all reasonable times for inspection, review or audit by authorized personnel from the Counties, the Washington State Auditor, the District, the Benton County Auditor, and the Franklin County Auditor.
- 1.5 The work described herein shall be performed under the coordination of Sharon Paradis, BFJJC Administrator, or her administrative designee and Raul Sital, Principal of Pasco High School, or his administrative designee for the District, or their successors.

2. COMPENSATION

- 2.1 The District agrees to pay the Counties Three Thousand Twenty-Nine Dollars and Forty-Two Cents (\$3,029.42) for each month of this Agreement, beginning July 2008, which amounts to a total of Thirty-Six Thousand Three Hundred Fifty-Three Dollars and Four Cents (\$36,353.04) for the term of this Agreement. The parties agree that this amount is one-half the cost to the Counties of employing the Probation Counselor described in Exhibit B, Section 1(a) of this Agreement.
- 2.2 The District agrees that it will process each monthly invoice from the Counties with its first payment cycle after receiving each invoice, and that it will remit payment to the Counties no later than thirty days from the date of receipt of each invoice.

3. TERM

The term of this Agreement shall begin July 1, 2008 and will continue through June 30, 2009, unless terminated prior to that time by either party in accordance with Section 4 of this Agreement, below.

4. TERMINATION

- 4.1 The Counties may terminate this Agreement in whole or in part if the Counties determine, in their sole discretion, that such termination is in the best interest of the Counties. The Counties may terminate this Agreement under this paragraph by giving ten calendar days' written notice by certified mail to the District. The notice period shall begin upon mailing, unless otherwise specified in the notice. In this event, the District shall pay the Counties for all services performed by the Counties up to the effective date of the termination. Payment shall be made in accordance with the Compensation Section of this Agreement.
- 4.2 In the event that funding for this Program 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 by giving written notice by certified mail to the District, specifying the termination date. Termination under this paragraph shall be effective on the date specified in the written notice of termination.
- 4.3 If the District breaches any of its obligations hereunder, and fails to cure the breach within ten days after receiving written notice from the Counties to do so, the Counties may immediately terminate this Agreement by giving written notice by certified mail to the District. The District shall bear all costs and expenses incurred by the Counties in completing the work and all damages sustained by the Counties by reason of the District's breach.

5. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state, and local laws, rules, and regulations. It is the policy of the Counties that no person will be subjected to discrimination by the Counties or by their subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, veteran status, the presence of any disability, or any other protected status under the law. The District agrees to comply with that anti-discrimination policy.

6. INDEMNIFICATION

- 6.1 The District shall hold harmless, indemnify, and defend the Counties, their 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 District's acts, errors, or omissions in the performance of this Agreement. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees, or agents.
- 6.2 In any and all claims against the Counties, their officers, officials, employees, and/or agents by any employee of the District, its subcontractors, 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 6 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 District 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 District expressly waives any immunity the District might have had under such laws. By executing this Agreement, the District acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section 6 shall be incorporated, as relevant, into any contract the District makes with any subcontractor or agent performing work hereunder.

- 6.3 The District'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 District, the District's employees, agents, or subcontractors.

7. GOVERNING LAW; FORUM

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

8. ATTORNEYS' FEES AND COSTS

If any dispute arises between the parties with respect to the matters covered by this Agreement, the predominantly prevailing party in such action shall be entitled, in addition to any other relief, to recover reasonable attorneys' fees and other costs and expenses incurred.

9. SEVERABILITY

The validity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Counties and the District agree to replace any invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

10. 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.

11. SUCCESSORS AND ASSIGNS

Neither this Agreement nor any of the rights or obligations of either party arising under this Agreement may be assigned or delegated without the other party's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.

12. NOTICES

Unless otherwise specifically provided in this Agreement, all notices and other communications under this Agreement must be in writing, and must be given by certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its principal place of business.

13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Counties and the District. The parties expressly acknowledge and agree that, in entering into this Agreement, they have not relied upon any terms (whether written or oral) not included in this Agreement. This Agreement may be modified or amended only by written instrument executed by both parties.

Pasco School District	Benton Franklin Counties Juvenile Justice Center
<i>Sandra J Hill</i> <i>6-25-08</i>	<i>Sharon A Paradis</i> <i>6/19/08</i>
Sandra Hill Superintendent Date	Sharon A. Paradis Administrator Date
<u>BENTON COUNTY APPROVAL</u> Approved as to Form: <i>[Signature]</i> <i>7/3/08</i> _____ Sarah Perry, Date Deputy Prosecuting Attorney	<u>FRANKLIN COUNTY APPROVAL</u> Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp Date Civil Deputy Prosecuting Attorney
By: _____ Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

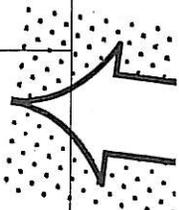


Exhibit A

Program Goals, Objectives, and Population Served

A. PROGRAM GOALS

Broad Overall Goal

The School/Juvenile Probation Liaison Program (the "Program") is a delinquency prevention and intervention program designed to provide research-based programs in the schools, including Aggression Replacement Training (ART) and Juvenile Probation in Schools. Youth who are at risk of suspension or expulsion due to behavior and youth who are on probation will be the recipients of these special curricula and services. The Program will be provided at Pasco High School.

Goal 1

The first goal of this Program is to incorporate strategies that are preventative and research-based into Pasco High School's curriculum, discipline, and safety plans. Those students who are identified as being at-risk for violence and delinquency will be eligible to participate in the Program. These students will be taught a variety of skills and processes that increase the likelihood of prosocial responses with peers, staff, family, and community. A decrease in disciplinary referrals, suspensions, and expulsions for youth that complete the Program is anticipated.

Goal 2

The second goal of this Program is to strengthen the cooperative and proactive efforts between schools, community, and families in providing safe schools and reducing delinquency. To accomplish this goal, community supervision services of motivational/strength-based case management, rehabilitation, treatment, and monitoring of court-ordered sanctions will be provided to students at Pasco High School and in the community in which these students reside, while reserving the Benton-Franklin Juvenile Justice Center ("BFJJC") for legal processing or prosecuting these students for delinquency.

B. PROGRAM OBJECTIVES

Objective 1

Prevention/Rehabilitation/Research Based Programs

A Probation Counselor employed by the Counties will teach, and a Certified Teacher employed by Pasco High School will co-facilitate, a minimum of 180 hours of curriculum by June 30, 2009. The content of the curriculum will consist of programs supported by research-based meta-analyses and/or literature reviews and individual studies. The following programs will make up the course curriculum for the 2008-2009 school year: Aggression Replacement Training (ART), 60 hours; Violence Prevention Skills, 15 hours; and Peer Mediation, 15 hours. Each class will enroll, optimally, 12 students; a minimum of one class will be provided per

semester. A minimum of 24 students will participate in the program during the school year with an anticipated 70% completion rate. Time sheets will verify the Probation Counselor and teacher's hours. The curriculum will be outlined in a syllabus. Student participation will be documented in the students' transcripts.

Objective 2

Student Selection/Target Audience

By August 2008 and January 2009, youth from the Pasco High School student body of freshman, sophomores, and juniors will be identified by authorized Pasco School District staff and the Probation Counselor as being at-risk for aggression and violence and appropriate for the Program. These students will be characterized as exhibiting aggressive or violent behaviors as documented in the Pasco High School disciplinary referral records. The Pasco High School Principal or his designee will work with the Probation Counselor to identify students for participation in the Program.

Objective 3

Accountability for Curricula Outcomes

A measure of student proficiency will be that students attain a passing grade. Grades are determined by the following: student participation through daily role modeling (teacher's weekly observation logs), utilization of skill through homework (student handbook logs), and attendance (attendance records). The Probation Counselor will maintain a file of test forms and scores for each student. Student grades are recorded in student transcripts.

Objective 4

Intervention/ Supervision

During the 2008-2009 school year, a Probation Counselor will be located at Pasco High School a minimum of 30 hours a week, including at least one complete school day per week. The Probation Counselor will carry a caseload of students enrolled at Pasco High School who have been placed on court ordered community supervision—estimated at 100 (aggregate over the year) students. The Probation Counselor will be trained in Aggression Replacement Training (ART) and the Washington Association of Juvenile Court Administrators Risk Assessment (WAJCARA) by the first day of school. In addition, the Probation Counselor will teach a minimum of one class per day of curriculum consisting of ART, Violence Prevention Skills, and Peer Mediation.

The Probation Counselor will act as a liaison between Pasco High School and other BFJJC staff who work with Pasco High School students in other intervention and supervision programs including but not limited to Diversion, Truancy, Family Support Program, Chemical Dependency Disposition Alternative, Family Violence Intervention Project, Selective Aggressive Probation and the Chemical Dependency Disposition Alternative Program.

Objective 5

Administrative Resource for School Safety

The Probation Counselor will work with Pasco High School Administration to provide screening, assessment, and consultation regarding incoming students. The Probation Counselor will participate with Pasco High School staff in the interview of incoming students who present with school safety risk factors as requested by Pasco High School Administration.

C. POPULATION SERVED

In general, the Program is designed to serve two primary subgroups of youth: (1) students who are identified and referred by the school for delinquency prevention services; and (2) students who are currently on probation. These subgroups originate from a population of high school aged youth in the District.

The first project (classroom training) serves those youth who are characterized as at-risk for aggression and violence, and registered as 9th, 10th, or 11th graders for school year 2008-2009. Each semester a minimum of 12 youth from this subgroup will participate in a research-based curriculum. These students will learn prosocial skills, moral reasoning, anger management strategies, peer mediation, and violence prevention awareness. Program staff will be ready to begin providing the curriculum to identified youth within the first month that school is in session for the 2008-2009 school year. The Probation Counselor hired for this Program will receive training and support from BFJJC's Probation Department.

The second project (in-school community supervision/probation) serves those Pasco High School youth that are under court ordered supervision by BFJJC. It is projected that a total of sixty youth will be served each year by this project. These youth will receive case management services and monitoring of court-ordered obligations within the confines of their school and community.

A Probation Counselor employed by the BFJJC will be assigned to the Program and will be responsible for serving both populations. The BFJJC Administrator and the Pasco High School Principal will agree on the Probation Counselor who will be assigned to the Program. A part-time teacher will be hired by the District to assist the Probation Counselor to provide the delinquency prevention curriculum (Aggression Replacement Training, Gang Awareness and Refusal Skills, and Peer Mediation).

In the role of liaison between Pasco High School and BFJJC staff and programs, the Probation Counselor will have involvement with other Pasco High School students who are under the jurisdiction of the BFJJC and will be directly involved with the screening and interview of new students as determined necessary by Pasco High School Administration.

In addition to providing course curriculum, the Probation Counselor will be on campus a minimum of 30 hours per week and readily available to youth on probation for counseling, case management, family meetings and as liaison with school personnel.

EXHIBIT B Statement of Work

BENTON COUNTY and **FRANKLIN COUNTY**, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC", collectively the "Counties"), and **Pasco School District** (the "District") as part of their School/Juvenile Probation Liaison Program Agreement, agree to the following respective responsibilities under that Agreement:

Section 1

BFJJC shall:

- a) Assign a full-time Probation Counselor dedicated 40 hours per week to the Program. This Probation Counselor will be an employee of the Counties;
- b) Provide training in Aggression Replacement Training for the Probation Counselor and Certified Teacher.
- c) Provide supervision of and clerical support to the Probation Counselor;
- d) Provide office, desk, telephone, and computer for the Probation Counselor;
- e) Provide ongoing review, support, and education to the Probation Counselor, Certified Teacher, and Case Manager for skill in Aggression Replacement Training;
- f) Train the Probation Counselor in the use of the Washington State Juvenile Court Case Management Assessment Process (CMAP), a validated risk assessment tool adopted by the Washington State Association of Juvenile Court Administrators;
- g) Maintain Program and financial data and records as required by the Program and the District and according to BFJJC policies and procedures; and
- h) Assign the Probation Counselor to the following:
 - Use the CMAP as a pre and post test with youth who are assigned to the Probation Counselor's community supervision caseload;
 - Participate in the District Personnel meetings and student staffings as requested by school administrators;
 - Assist with interviews of incoming high school students who present with school safety risk factors as requested by Pasco High School Administration;
 - Work with Pasco High Administration in the identification of youth for the Program curricula;
 - Contact all youth identified for the Program curricula and hold informational meetings for the youth and the youth's parents regarding what will be taught, the

benefits of the Program, how the youth was selected, and what the parents can expect;

- Be available to participate as requested in various school/student meetings such as IEP, MDT, Expulsion, Discipline, Counseling and other mutually agreed upon activities such as Link Crews;
- Solicit community support through donated youth incentives;
- Provide direct community supervision services to all county Program youth on court-ordered community supervision who attend Pasco High School; and
- During school days, be on campus at identified District schools, except as necessary to participate in Program related activities or to attend required BFJJC meetings or court hearings.

Section 2

The District shall:

- a) Assist in identifying students for the Program;
- b) Participate in development of curriculum for the Program;
- c) Hire a Certified Teacher for the Program who will be an employee of the District and whose responsibilities include the following:
 - A minimum of five hours per week daily classroom instruction of identified curricula, including Aggression Replacement Training, Peer Mediation and Violence Prevention and a ½ hour preparation time per day before classroom instruction begins;
 - Complete Certified Training programs in Aggression Replacement Training and Peer Mediation as scheduled by the District and BFJJC; and
 - Be available for the following: Staff student cases with the Probation Counselor and Pasco High School staff on an as-needed basis; meet with students as needed to resolve Program-related issues; and contact parents of students.
- d) Provide direction to Probation Counselor and Certified Teacher regarding curriculum, use of guest speakers, and community resources;
- e) Provide input to BFJJC management regarding work performance of Program staff;
- f) Provide office space, classroom, and equipment for Program personnel; and
- g) Maintain Program and financial data and records as required by the Program and BFJJC and according to the District policies and procedures.

K

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance <u> </u> Pass Motion <u> </u> Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 07-21-08 F/C 07-28-08		
SUBJECT: Resolution Auth. Signature On Community Juvenile Justice Coalition Grant Contract I-100-00408		
Prepared By: Kathryn M. Phillips		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center was awarded Federal Community Juvenile Justice Coalition Grant in the amount of \$13,333.00 from the Office of Juvenile Justice (OJJ). These funds are dedicated for the purpose of replaces the Regional Program Development grant for the term effective July 1, 2008, through June 30, 2009.

SUMMARY

The grant amount awarded is \$ 13,452.00.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Grant Contract I-100-00408, as written.

FISCAL IMPACT

This is a Grant of \$13,452.00 with no in kind local match.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Grant Contract I-100-00408 between Benton-Franklin Juvenile Justice Center and the Governor's Juvenile Justice Advisory Committee, Department of Social and Health Services, Office of Juvenile Justice.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEDERAL GRANT CONTRACT I-100-00408 BETWEEN THE OFFICE OF JUVENILE JUSTICE (OJJ) AND BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Federal Grant between the Juvenile Court and the Office of Juvenile Justice (OJJ), be approved as presented for a term commencing July 1, 2008, and terminating on June 30, 2009, NOW, THEREFORE,

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

DATED this day 21st of July 2008

DATED this 28th day of July 2008

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

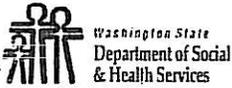
Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board



OFFICE OF JUVENILE JUSTICE (OJJ)
FEDERAL GRANT APPLICATION - CJJC
 Please read all instructions carefully.

For assistance, contact the Department of Social and Health Services (DSHS)
 Office of Juvenile Justice at (360) 725-3600 or FAX (360) 407-0152.

CONTRACT NUMBER I-100-00408	FOR OJJ USE ONLY DATE/STAMP Rec'd 4/29/08 TM
PROGRAM AREA	

1. APPLICANT: DO NOT USE PERSON'S NAME

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	TELEPHONE NUMBER (509) 783-2151	FAX NUMBER (509) 736-2728
STREET ADDRESS 5606 West Canal Place Suite 106	CITY Kennewick	STATE ZIP CODE WA 99336
MAILING ADDRESS 5606 West Canal Place Suite 106	CITY Kennewick	STATE ZIP CODE WA 99336

2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT (DO NOT USE PERSON'S NAME)

NAME Benton-Franklin Counties Juvenile Justice Center	TELEPHONE NUMBER (509) 783-2151
STREET ADDRESS 5606 West Canal Place Suite 106	FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES)
CITY STATE ZIP CODE Kennewick WA 99336	91-6001296

3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE

Benton-Franklin Counties Juvenile Justice Coalition

4. APPLICANT'S AGREEMENT

The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the STANDARD CONDITIONS AND CERTIFICATIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:

The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Office Chief and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:

In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.

b. Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.

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

Sharon A. Paradis, Juvenile Court Administrator

APPLICANT'S SIGNATURE <i>Sharon A. Paradis</i>	DATE 4/16/08
---	------------------------

ACCEPTANCE OF OFFER COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance	OJJ CONTRACTING OFFICER'S SIGNATURE <i>Mary Ewell</i>	DATE 6/12/08
--	--	------------------------

5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)

NAME AND TITLE Darryl Banks, Intervention Services Manager	TELEPHONE NUMBER (509) 222-2316
STREET ADDRESS 5606 West Canal Place Suite 106	FAX NUMBER (509) 736-2728
CITY STATE ZIP CODE Kennewick WA 99336	E-MAIL ADDRESS darryl.banks@co.benton.wa.us

6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)

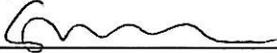
NAME AND TITLE Jennifer Bowe, Administrative Services Manager	TELEPHONE NUMBER (509) 736-2721
STREET ADDRESS 5606 West Canal Place Suite 106	FAX NUMBER (509) 736-2728
CITY STATE ZIP CODE Kennewick WA 99336	E-MAIL ADDRESS jennifer.bowe@co.benton.wa.us

mission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828, OLYMPIA WA 98504-5828.

Benton County Approval

Franklin County Approval

Approved as to Form:



7/15/18

Sarah Perry, Civil Deputy Prosecuting Attorney Date

Approved as to Form:

Agreed Review Performed by Benton County

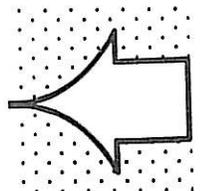
Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Claude L. Oliver
Title: Chairman, Board of Commissioners
Date: _____

By: _____
Name: Robert E. Koch
Title: Chairman, Board of Commissioners
Date: _____

Attest:
Clerk of the Board: _____

Attest:
Clerk of the Board: _____



FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 04/16/2008
--	---------------------------

PROJECT TITLE
Benton-Franklin Counties Juvenile Justice Coalition

PROJECT PERIOD

A project period is one year and may not exceed one year except by prior agreement with the Department.

Proposed project period is from 07/01/2008 to 06/30/2009

BUDGET SUMMARY

The proposed project budget is shown below. If the proposal is accepted for contracting, the budget on the Approved budget and Special conditions form supersedes the proposed budget shown below.

<p>BUDGET CATEGORIES</p> <p>Enter the category totals from Section 10. BUDGET DETAILS. The sum of categories A - F is entered as TOTAL DIRECT CHARGES. If indirect costs are claimed, enter the amount in G. These may not exceed ten (10) percent of the TOTAL DIRECT CHARGES. Add TOTAL DIRECT CHARGES and INDIRECT CHARGES, and enter the sum on TOTAL PROJECT COSTS line.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>A. Personnel</td><td style="text-align: right;">\$11,439</td></tr> <tr><td>B. Supplies</td><td style="text-align: right;">\$540</td></tr> <tr><td>C. Other services and charges</td><td style="text-align: right;">\$100</td></tr> <tr><td>D. Capital outlay/equipment</td><td style="text-align: right;">\$0</td></tr> <tr><td>E. Travel</td><td style="text-align: right;">\$150</td></tr> <tr><td>F. Contractual services</td><td style="text-align: right;">\$0</td></tr> <tr><td>TOTAL DIRECT CHARGES</td><td style="text-align: right;">\$12,229</td></tr> <tr><td>G. Indirect charges</td><td style="text-align: right;">\$1,223</td></tr> <tr><td>TOTAL PROJECT COST</td><td style="text-align: right;">\$13,452</td></tr> </table>	A. Personnel	\$11,439	B. Supplies	\$540	C. Other services and charges	\$100	D. Capital outlay/equipment	\$0	E. Travel	\$150	F. Contractual services	\$0	TOTAL DIRECT CHARGES	\$12,229	G. Indirect charges	\$1,223	TOTAL PROJECT COST	\$13,452										
A. Personnel	\$11,439																												
B. Supplies	\$540																												
C. Other services and charges	\$100																												
D. Capital outlay/equipment	\$0																												
E. Travel	\$150																												
F. Contractual services	\$0																												
TOTAL DIRECT CHARGES	\$12,229																												
G. Indirect charges	\$1,223																												
TOTAL PROJECT COST	\$13,452																												
<p>SOURCE OF FUNDS</p> <p>1. May not exceed amount approved by the Governor's Juvenile Justice Advisory Committee.</p> <p>2. Must be funds specifically appropriated for project in applicant's budget.</p> <p>Project income must be applied to project operational costs or deducted from the grant award. It is important that all anticipated project income be included in the budget.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>1. Federal</td><td style="text-align: right;">\$13,452</td><td style="text-align: right;">%</td></tr> <tr><td>2. Match</td><td></td><td style="text-align: right;">%</td></tr> <tr><td></td><td></td><td style="text-align: right;">%</td></tr> <tr><td>TOTAL PROJECT FUNDS</td><td style="text-align: right;">\$13,452</td><td style="text-align: right;">%</td></tr> </table>	1. Federal	\$13,452	%	2. Match		%			%			%			%			%			%			%	TOTAL PROJECT FUNDS	\$13,452	%	
1. Federal	\$13,452	%																											
2. Match		%																											
		%																											
		%																											
		%																											
		%																											
		%																											
		%																											
TOTAL PROJECT FUNDS	\$13,452	%																											

PROJECT SUMMARY: GIVE A BRIEF NARRATIVE SUMMARY OF THE PROJECT.

The Benton-Franklin Counties Regional Program Development Unit will:

1. Continue the local committee membership which reflects as closely as possible, the requirements of Section 223(a) A through E of the JJDP Act. Encourage and assist with compliance with sections 223(a) 12, 13 and 14 of the JJDP Act. Increase communication between local systems serving at-risk youth.
2. Hold quarterly meetings to coordinate, plan and develop processes for coordinating the information sharing of local juvenile justice services. Data will be collected to identify problem areas and system needs. The representation of minority youth in the juvenile justice system will be analyzed. Strategies will be planned in order to eliminate discrepancies.
3. Act as a resource to GJJAC by identifying technical assistance and training needs. Provide information and recommendation to GJJAC in response to annual drafts of priorities and in formulating public policy recommendations using data based or rational for those recommendations. Monitor regional facilities and projects at the request of GJJAC. Assist in the development of responses to GJJAC requests for proposals. Review local proposals for GJJAC funding.

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 04/16/2008
--	---------------------------

PROJECT TITLE Benton-Franklin Counties Juvenile Justice Coalition

10. BUDGET DETAILS: CATEGORY B: SUPPLIES

This category is for articles and commodities which are consumed or materially altered when used. The following are types of supplies.

OFFICE SUPPLIES: For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes.

OPERATING SUPPLIES: For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing.

REPAIR AND MAINTENANCE SUPPLIES: For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.

ITEMIZED LISTING (DESCRIPTION OF THE ITEM)	UNIT	UNIT COST	ITEM TOTAL
Office Supplies	540	\$1	\$540
- Consumable office supplies for data dissemination to Coalition members and youth incentives			
CATEGORY TOTAL			\$540

10. BUDGET DETAILS: CATEGORY C: OTHER SERVICES AND CHARGES

This category is for services other than PERSONNEL which are required in the administration of the project. Such services may be provided by some agency of the government unit or by private business organizations. The following are types of services and charges classified under this category.

COMMUNICATION: For example, telephone, telegraph, and postage.

TRANSPORTATION: For example, freight and express charges, and messenger service.

ADVERTISING

PUBLIC UTILITY SERVICE

PRINTING AND BINDING

REPAIRS AND MAINTENANCE

INSURANCE

RENTALS: For example, buildings, and equipment and machinery.

MISCELLANEOUS: For example, tuition and other training fees, dues, subscriptions and memberships, and taxes.

ITEMIZED LISTING (WORD OR WORDS DESCRIBING THE COST ITEM, I.E., POSTAGE)	UNIT	UNIT COST	ITEM TOTAL
Postage	100	\$1	\$100
CATEGORY TOTAL			\$100

AGENCY NAME Benton-Franklin Counties Juvenile Justice Center	DATE 04/16/2008
PROJECT TITLE Benton-Franklin Counties Juvenile Justice Coalition	

Describe the contractor's plan to meet the following Statement of Work requirements. The plan should include details such as who is responsible for task completion, timeline, and key partners or participants. Please limit your response to five pages.

**Statement of Work
Community Juvenile Justice Coordination (CJJC)**

1. Organization mission is complimentary to GJJAC values, mission, and priorities.
2. Develop and facilitate processes for coordination and information sharing of local juvenile justice needs. Meetings or CJJC sponsored events are held at least six times per year.
3. Submit timely quarterly financial reports and progress reports that reflect CJJC activities and progress in meeting the Statement of Work.
4. Based on local data, identify and prioritize juvenile justice needs and issues in the CJJC service area. Needs and issues to be considered must include GJJAC stated priorities and focus areas (DSO, DMC, JDAI, Restorative Justice, mental health, gang prevention/intervention, and gender specific services for girls), as described in Appendix III. Develop and implement at least one strategy which addresses the prioritized need(s) during the contract period.
5. Youth participation in CJJC is required (participation could include meetings, CJJC sponsored focus groups, youth summit, community youth planning effort, etc.).
6. Membership includes juvenile justice system and key community partners (use JJDP Act as model).
7. Attend GJJAC trainings/workshops deemed critical by the GJJAC and OJJ to be essential to the administration of this grant (During each of the past two years, one "critical" meeting was held in the Seatac area in the Fall).
8. Assess the representation of minority youth in the juvenile justice system, and where racial disparity exists develop a plan and strategies to address the racial disparity. As part of the assessment process, complete the 2006 and/or 2007 Relative Rate Index (RRI) forms, and submit the forms to the Office of Juvenile Justice by January 15, 2009.
9. Discuss and analyze RRI results, selecting at least one decision point for one minority population which will be addressed and reported on during the contract period.
10. Participate in (quarterly) scheduled CJJC conference calls and communicate with GJJAC regarding juvenile justice data, issues, information, and technical assistance.

Contractor's plan to meet the following Statement of Work requirements

The Benton-Franklin Counties Juvenile Justice Center's (BFJJC) mission of "Advancing the safety and well being of our community by reducing juvenile at-risk and criminal behavior and the abuse and neglect of children" is complimentary to the GJJAC values, mission, and priorities.

Our bi-county agency has received federal Title II funding since 1987 to provide support to operate the local Regional Program Development Unit (RPD). Shari Gasperino was hired in April 1989 as the RPD Coordinator and has continued to perform the required tasks as project coordinator for the Community Juvenile Justice Coordination (CJJC) project. Since September 2006, Darryl Banks, Intervention Services Manager for Benton-Franklin Counties Juvenile Court has taken over responsibility for facilitating CJJC services with the assistance of two senior Intervention unit staff persons (Kristin Strebin and Shelia Davidson). In the upcoming grant period, Darryl Banks with the assistance of Kristin Strebin will coordinate CJJC services. Kristin is a Juvenile Probation Counselor III, with ten years of service in Juvenile Justice. She is well versed in all aspects of juvenile justice and understands the needs of this community.

The local CJJC has established experience in facilitating interagency coordination and information sharing with regard to youth issues and in working collaboratively with other local boards/committees. Key partners such as the Benton and Franklin Counties Health and Safety Networks, the Council For Children and the Benton and Franklin Counties Children's Behavioral Health Network participate in information sharing, planning projects and events. Several CJJC members also serve on these boards and meetings are consolidated to avoid duplication of efforts and increase attendance.

Past Governor's Juvenile Justice Advisory Committee (GJJAC) Monitoring Reports consistently indicate that the Benton-Franklin CJJC has a history of meeting or exceeding contracted work plan requirements. The records also show timely monthly financial reports of grant expenditures have been submitted, as well as, quarterly progress reports. Through out the years, the Benton-Franklin CJJC has regularly attended and actively participated in GJJAC sponsored technical assistance and training events which most recently have included: The Community Juvenile Justice Coordination Fall Training in October of 2007, Washington State DMC/JDAI Conference in March 2008 and have several staff are scheduled to attend GJJAC sponsored Gender specific training in May 2008.

The Benton-Franklin Community Juvenile Justice Coalition (CJJC) will continue to maintain a partnership with GJJAC in addressing the core requirements of the Federal Juvenile Justice and Delinquency Prevention Act. The Benton-Franklin Counties Juvenile Justice Center (BFJJC) is also highly involved in several of the GJJAC stated areas of focus to include Deinstitutionalization of Status Offenders (DSO), Disproportionate Minority Contact (DMC) and the Juvenile Detention Alternative Initiative (JDAI). The BFJJC is a Mac Arthur, Models for Change site working on the specific areas of mental health, DMC and DSO. The BFJJC is also a GJJAC sponsored

JDAI site. In addition, BFJJC has also established significant gender specific services for girls.

The local RPD was appointed in 1994 by the local law and justice councils to collect and analyze data and submit a semi-annual report addressing disproportionality in the Benton and Franklin Juvenile Justice Center, until the law requiring this report was changed in 2007. However as a JDAI site and a MacArthur Models for Change site, we have prioritized the analysis of Disproportionate Minority Contact (DMC) and will continue to gather and evaluate data related to points of contact within the Juvenile Justice System. We will, also, continue to complete the Relative Rate Index (RRI). The results of the RRI will be analyzed and submitted to GJJAC.

Statement of Work

The vision of BFJJC is to "Never give up on a child." To accomplish this, we are focused on our mission of "Advancing the safety and well being of our community by reducing juvenile at-risk and criminal behavior and the abuse and neglect of children." Our vision, mission and objectives compliment and support many of the same beliefs and priorities held by GJJAC.

Through our local CJJC, we have been able to develop and facilitate a process for coordination and dissemination of information that is used by various local agencies and groups to further heal and strengthen our youth population. In partnership with our local counties Health and Safety Networks and Children's Behavioral Health Network we will continue to meet on a regular basis to address community needs. Our local CJJC has a long and well-documented history of holding quarterly meetings and providing timely financial and progress reports that reflect CJJC activities and progress in meeting the Statement of Work. Membership for the CJJC is diverse and includes representatives as outlined under the OJJDP Act of 2002.

Youth participation has always been an important focus of our local CJJC Unit. However, retention of youth representatives has proven difficult. Under this proposal, the CJJC will engage in an active youth recruitment effort to strengthen youth participation and hope to achieve a higher level of representation by developing a youth council that can be utilized to provide a youth's perspective of community needs. The CJJC/BFJJC staff will begin in May 2008 to recruit youth involved in the juvenile justice system to attend the initial youth council meeting beginning in June 2008. Through the Models for Change Initiative, the BFJJC will was able to obtain 12 hrs per month of staff time to facilitate the youth council. The council will be developed using the Youth Engaged in Leadership and Learning (YELL) model developed by Stanford University. In addition, BFJJC staff have facilitated two Recognition for Success events that involved recognizing improvement made by youth on Community Supervision, Diversion, ARY and Truancy. The two events have been well attended and recognized a total of 40 youth.

Over a number of years, the Benton-Franklin CJJC has regularly attended and actively participated in GJJAC sponsored technical assistance and training events which most recently have included: The Community Juvenile Justice Coordination Fall Training in October of 2007, Washington State Juvenile Detention Alternative Initiative Conference in March 2008 and we will be sending several representatives from BFJJC to the Gender Specific Programming Conference in May 2007. Identification of training needs, organization of and attendance at future workshops would certainly continue under this proposal.

A major focus of the CJJC is to analyze our current local data and the Relative Rate Index (RRI) data to identify certain needs and trends within our community and court system and to create interventions and programs to address those identified needs. Extensive work is currently under way gathering DMC data through the JDAI and Models for Change Initiatives.

Several years ago, BFJJC staff analyzed data from our Juvenile Tracking System (JTS internal database) and Case Management Assessment Process (CMAP) and began to recognize a need for programming that targets our juvenile female population. Although overall juvenile crime appeared to be down, young females in our community were continually presenting within the court system for such crimes as drug/alcohol use, runaway behaviors, theft, and a few select juvenile females were engaging in serious violent offenses. In response, we developed curriculum for and facilitated regular "girls groups", which were created specifically to address the range of physical, emotional and sexual abuse problems these young women present. The juvenile females that were targeted for this group were assigned to Community Supervision and residing in the community

Due to the early work, today we have a substantial and well-organized programming for our juvenile female population on Community Supervision. Catholic Family and Child Service has been providing a weekly Support Group for female youth detained in detention on an ongoing, open-ended, and open participation basis since October 6, 2006. Services have been offered free of charge through their Community Outreach Program. During the first nine (9) months of this fiscal year a total of 90 unduplicated youth have participated in the program. The group is client driven to address the current emotional and behavioral needs of the female population in detention. The Support Group has also been an opportunity for pregnant and parenting youth to obtain information and referrals to the First Steps Program, also facilitated by Catholic Family and Child Service. First Steps provides maternity support services, education, parenting skills, and infant case management.

As discussed earlier the BFJJC is a JDAI and Models for Change site and is actively analyzing DMC data. Specifically, we have been looking at referral data and the various decision points as they relate to youth entering secure confinement.

Disproportionate minority contact will continue to be a focus of the BFJJC and we will use this information to educate our community partners and develop appropriate

programming in the community. The BFJJC is an active partner with the newly formed Latino Juvenile Justice Network and has given several presentations to this group.

The CJJC has participated in quarterly statewide CJJC conference calls. We have found this to be a useful and cost effective way of information sharing and will most certainly continue to be involved in this process. The Benton-Franklin CJJC will continue to maintain a partnership with GJJAC in addressing the core requirements of the Federal Juvenile Justice and Delinquency Prevention Act and serve as a resource to GJJAC and OJJ. Under this proposal, our CJJC Unit will continue to analyze data and community trends to identify technical assistance and training needs and to serve as a local liaison program for other community organizations.

Budget Narrative

Personnel Costs:

The Community Juvenile Justice Coalition Coordinator will provide 312 hours of service over the course of the contract to perform the tasks that are required to accomplish the statement of work for the Benton-Franklin Community Juvenile Justice Coordination project. Tasks to be completed include: maintaining CJJC membership; organizing, scheduling, and operating six CJJC meetings per year; collecting and evaluating data; disseminating local CJJC and GJJAC information to membership; identifying technical assistance and training needs; and assisting in program planning and coordination of community juvenile justice activities. The budgeted amount for personnel service is \$11,439.00, which includes benefits.

Supplies:

\$540.00 has been budgeted for consumable office supplies during the contract period. These supplies will be used by the CJJC to maintain communication, disseminate data and facilitate meetings for membership and community youth serving agencies.

Other Services and Charges:

\$100.00 has been budgeted for postage throughout the contract period.

Travel:

\$150.00 has been budgeted for travel mileage @ \$.50.5 cents per mile, meals and lodging expenses.

Indirect Costs:

\$1,223.00 has been budgeted for indirect costs to cover administrative overhead.

**FEDERAL GRANT APPLICATION
GENERAL TERMS AND CONDITIONS**

A. This GRANT APPLICATION consists of the following:

1. JJ-1 GRANT APPLICATION, signed by both the officials authorized to sign for the Applicant and for the Department. Once accepted for contracting, it will also contain:

2. JJ-2 APPROVED BUDGET AND SPECIAL CONDITIONS.

B. **COMMITMENT TO UNDERTAKE AND COMPLETE PROJECT:** The Contractor shall undertake and complete or cause to be undertaken and completed the project described in its GRANT APPLICATION as modified by the conditions and provisions of the JJ-2 form.

C. **TIME OF PERFORMANCE:** The term "Project Period" as used in this document means the period of time from the beginning date. The Contractor shall undertake and complete such performance in a sequence and manner ensuring the project's completion on or before the end of the project period.

D. **MATCHING CONTRIBUTION:** The Contractor shall contribute expenditures incurred by the Contractor in undertaking and completing the project as match for the reimbursement paid by the Department except for those expenses the Department has agreed to reimburse utilizing FEDERAL (OJJDP) FEDERAL FUNDS. The matching contribution will be made on each financial voucher. Applications may be submitted without including a matching contribution.

E. **REIMBURSEMENT:** The Department shall reimburse a portion of the Contractor's eligible expenses utilizing FEDERAL (OJJDP) FEDERAL funds up to and including the amount or percentage specified in the JJ-2 form, whichever is less. It is expressly understood that in no event shall the total amount or percentages reimbursed by the Department under this subsection exceed the amounts and percentages labeled in the JJ-2 form as FEDERAL (OJJDP) FEDERAL funds. Reimbursement may be monthly or quarterly. Advance payments are prohibited (see paragraph V).

F. **ELIGIBILITY OF REIMBURSABLE EXPENSES:** The Contractor shall only be entitled to reimbursement for those expenses incurred during the project period or during an extension agreed on by the Contractor and the Department. Any extension shall be confirmed in writing by a contract amendment and allowable under OJJDP FEDERAL regulations and guidelines. The Department shall not make the final payment until the Office of Juvenile Justice has approved the final progress report and the project's evaluation. Funds will be de-obligated no later than 90 days following the contract end date.

G. **RETAINAGE:** The Department may retain an amount not exceeding ten percent (10%) of the total FEDERAL (OJJDP) FEDERAL funds awarded pending receipt of the final financial report and evaluation.

H PERSONNEL:

1. The Contractor shall provide or secure all personnel required to undertake and complete the project. Such personnel shall not be employees of or have any contractual relationship with the Department. (This provision does not apply to grants made to divisions or bureaus of the Department.) All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such activities.

2. The Contractor shall supervise all of the activities of project personnel.

3. The "Project Director" shall be named in the GRANT APPLICATION. The Project Director may be changed by the Contractor, by a contract amendment.

I. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT:** The Contractor, his or her employees, or his agents performing under this agreement, are not employees or agents of the Department. The Contractor shall not claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

J. **SUBCONTRACTING:** None of the project activities described in the GRANT APPLICATION shall be subcontracted (other than in such manner as is clearly described in the GRANT APPLICATION) without prior written consent of the Department.

K. **ACKNOWLEDGEMENT OF ASSISTANCE:** All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, program evaluations, and other material published or otherwise completed as part of the project, other than materials that are exclusively for internal use by the Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the material was prepared.

Federal OJJDP Funds:

"The preparation of this (plan, report, map, document, etc.) was aided by the Office of Juvenile Justice, DSHS, through a federal grant from the Office of Juvenile Justice and Delinquency Prevention of the U.S. Department of Justice, authorized under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, through a grant approved by the Governor's Juvenile Justice Advisory Committee."

Federal BYRNE Funds:

"This project was awarded funds by the U.S. Department of Justice, Bureau of Justice Assistance (BJA), through the Justice Assistance Grant Program. Points of view or opinions contained within this document do not necessarily represent the official position or policies of the U.S. Department of Justice."

L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT:

1. Adequate and Effective Competition. The Contractor shall ensure adequate and effective competition is sought to the maximum practicable extent consistent with the value, nature, and specifications of services, materials, supplies or equipment to be procured for the project. Services, materials, supplies or equipment must be obtained under applicable requirements in the Revised Code of Washington (RCW), provided, however, the following minimum procurement standards must be met unless more stringent local or state requirements exist.
2. Review and Analysis. The Contractor shall review all procurement actions to avoid purchasing unnecessary or duplicate items. Where appropriate, the Contractor shall make an analysis of lease and purchase alternatives to determine the most economical, practical alternative..

L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT (CONTINUED):

3. Procurement by Formal Advertising. The Contractor shall make all procurements by publicly advertised invitation for bids, sealed bids and public openings unless negotiation for procurement is appropriate as determined under the Department of Justice "Financial Management for Planning and Action Grants Guideline Manual" M7100.1 (series). Any procurement under state contract by a Contractor that is not a state agency will be considered a negotiated procurement and must be authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW). Procurements totaling \$5,000 or less need not be advertised unless otherwise required by state or local law or regulations.
4. Procurement Descriptions. Solicitation for bids or quotations shall contain a clear and accurate description of the technical requirements for the material, product, or service to be procured and exclude any unnecessary features restricting competition. When special brands or equipment types are specified in the GRANT APPLICATION or bid proposal, such specification shall be solely for the purpose of indicating the standards of quality, performance, or use desired. Suppliers developing or drafting specifications for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
5. Action on Bids. When sealed bids are obtained by formal advertisement.
 - a. Awards shall be made to the responsible bidder or bidders whose bid is:
 - 1) Responsive to the invitation for bids; and
 - 2) Most advantageous based on the evaluation of prices, delivery dates, quality and other pertinent factors.
 - b. Any and all bids may be rejected when it is in the Contractor's interest to do so and such rejections are in accordance with applicable state and local law, rules, and regulations.
6. Procurement Methods. The Contractor shall use the appropriate type of procuring instruments (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) for the particular procurement and for promoting the best interest of the grant program involved. The contractor shall not use the "cost-plus-a-percentage-of-cost" method of procurement.
7. Single Source and Sole Source Procurement. The Contractor shall make single source and sole source procurements only as a last option and such procurements shall be approved in writing by the Department prior to the selection of vendors and accepted prices. For purposes of this contract, a proposed formally advertised or competitively negotiated procurement, for which only one bid or proposal is received, is deemed to be a sole source procurement.
8. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest as well as any possibility of appearance of collusion or conflict of interest.
9. Contract Administration. The Contractor shall maintain a system of contract administration by the Contractor to assure:
 - a. Vendor or suppliers conformance with the terms, conditions, and specifications of the contract or purchase order; and
 - b. Adequate expediting and timely follow-up of all deliveries.
10. Documentation. The Contractor must maintain procurement records or files providing for pertinent documentation and supporting the procurement action including the justification for the use of sole or single source or the negotiated method of procurement, contractor or vendor selection, and the basis for the cost or price negotiated.
11. Small and Minority-Owned Business Sources. The Contractor shall make a positive effort to utilize small and minority-owned business sources for supplies and services. Such positive efforts may include small and minority-owned business set-asides; and should include, where feasible, the breakout of work that could readily be handled by small and minority-owned businesses. The Contractor's efforts shall include the aggressive recruitment of small and minority-owned businesses for bidders' lists.

M. LICENSING AND ACCREDITATION STANDARDS: The Contractor shall comply with applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See Chapter 19.02 RCW for state licensing requirements/definitions.)

N. INSURANCE LANGUAGE: The Contractor shall at all times comply with the following insurance requirements.

1. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

N. INSURANCE LANGUAGE - CONTINUED

2. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

4. Worker's Compensation
The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.
5. Employees and Volunteers
Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.
6. Subcontractors
The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.
7. Separation of Insureds
All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.
8. Insurers
The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.
9. Evidence of Coverage
The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

10. Material Changes
The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.
11. General
By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State. If the Contractor is a county or municipality and is self-insured or a member of an authorized risk-pool, the Contractor shall only be required to acquire and maintain additional insurance coverage if necessary to supplement the Contractor's self-insurance or risk-pool amount to meet the minimum limits described above. If a county or municipality is self-insured and purchases additional coverage, any and all policies must name DSHS and the State of Washington as additional insured,

O. BACKGROUND CHECKS:

Contractors and each of their employees, subcontractors and/or volunteers, who may have unsupervised access to clients, shall have a cleared and approved current criminal history and background check.

P. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT:

1. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other material prepared by the Contractor in connection with the project shall be the joint property of the Contractor and the Department.
2. No report, device, thing, or document of whatever kind or nature, produced in whole or in part in connection with the project shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the Department.
3. **NONEXPENDABLE PERSONAL PROPERTY:** Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased with an initial unit cost of \$1,000 or more, in whole or in part with FEDERAL grant funds. On completion of the project, the Contractor will submit this inventory list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

P. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT - CONTINUED

4. When capital assets or equipment acquired with project funds are sold or cease to be used for Department approved juvenile justice purposes, as defined under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, the Contractor shall pass the underappreciated or resale value thereof (whichever is higher) to the Department in the same proportion as FEDERAL (OJJDP) FEDERAL funds and STATE funds were utilized to acquire such property.

Q. ACCESS TO CONTRACTOR'S RECORDS AND PUBLIC AVAILABILITY OF INFORMATION:

1. Under applicable federal legislation and regulations, all records, papers, and other documents kept by the Contractor and its subgrantees and contractors relating to the receipt and disposition of project funds shall be made available upon request of OJJDP FEDERAL, the U.S.

Department of Justice, the Comptroller General, the Secretary of Labor, the Department, and their authorized representatives for the purpose of inspecting, auditing, examining, and making excerpts and transcriptions or copies, and to the public and press under the terms and conditions of the Freedom of Information Act (5 U.S.C. 552) and appropriate state acts.

2. Subject only to the exceptions and conditions under those acts and provisions of law requiring public records to be kept in a particular office or place, all identifiable plans, applications, grant or contract awards, reports, books, papers or other documents maintained by the Contractor pertinent to activities supported by grant funds shall be made promptly available on request to any person for inspection and copying.
3. The Contractor shall comply with the requirements of the sections of the Department of Justice Financial and Administrative Guide for Grants M7100.1 (series) relating to the availability to the public of identifiable records or other documents pertinent to the receipt or expenditure of OJJDPFEDERAL funds and the records of votes relating to the approval of plans or the allocation or award of OJJDPFEDERAL funds. The Contractor shall include in any subgrant or contract involving funds provided under this contract, a condition requiring its subgrantees or contractors also to comply with such requirements.

R. MAINTENANCE OF RECORDS: The Contractor shall maintain for a period of five (5) years after the expiration of this Contract records that are sufficient to:

- Document the performance of all acts required by the Contract;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Contractor to perform under the Contract;
- Ascertain that personnel policies, procedures and practices were in compliance with the Contract and applicable state and federal law; and
- Ascertain that all taxes and insurance required by state and federal law and by the terms of the Contract were paid by the Contractor.

S. RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

T. SAFEGUARDING OF CLIENT INFORMATION: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian.

U. AMENDMENT OF CONTRACT AND DEOBLIGATION OF FUNDS:

The Department or Contractor may from time to time request changes in the project including an increase or decrease in the amount of reimbursement or required matching contribution. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless a contract amendment, signed by authorized representatives of the Parties hereto, is made. Changes in budget items not resulting in an increase in the FEDERAL OJJDPFEDERAL funds, time extensions granted for the completion of performance, and change in the scope of Contractor's project not altering the basic project purpose may be authorized by the Department.

2. A contract amendment shall not be necessary for budget revisions amounting to less than ten percent (10%) of the total grant award or \$1,000 (cumulative total to be moved within budget categories), whichever is less. As soon as the Contractor identifies a change in expenditures which will require a budget amendment, a request for revision must be submitted to the Office of Juvenile Justice.
3. If, after the completion of the basic project and the Department's receipt of the final financial report, there are funds allocated but not required for the project, such funds shall be deobligated and no longer available for reimbursement. Deobligation shall occur when the Department sends a written notice, specifying such deobligation to the Contractor. Contract funds will be deobligated no later than 90 days following the contract termination date. **No project expenditures will be reimbursed after that date, including costs associated with the final evaluation report.**
4. Only the Contracting Officer, or his/her delegate by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

V. ADVANCE PAYMENTS PROHIBITED: The Department shall not make any payment in advance or in anticipation of services or supplies to be provided under this agreement.

W. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims and/or damages to persons and/or property resulting from his/her/its negligent or intentional acts and omissions.

X. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at the Department's

X. COVENANT AGAINST CONTINGENT FEES - CONTINUED

discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Y. CONFLICT OF INTEREST: DSHS may, by written notice to the contractor.

- a. Terminate the right of the contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW Chapter 42.52. This includes, but is not limited to prohibitions against offering DSHS employees, directly or indirectly, anything of economic value from a contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship " with DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state business DSHS employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- b. In the event this contract is terminated as provided in (a) above, DSHS shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. The rights and remedies of DSHS provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Officer under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of the agreement.

Z: TERMINATION:

1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Department shall have the right to terminate this contract.
2. The Department may terminate this contract without recourse in the event that, for any reason, federal or state funds are not appropriated, allotted, or available to the Department for the purpose of meeting the Department's obligation hereunder. The Department shall provide written notice of such termination to the Contractor at least five (5) days prior to the effective date thereof.
3. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this contract shall be delivered to the Department within 10 days after termination. If this contract is terminated, the Department may reimburse the Contractor for obligations incurred through the effective date of termination.
4. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the Department for costs, if any, assessed against the Department or OJJDP, if such costs were incurred as a result of a breach of this contract by the Contractor; the Department may withhold payment to the Contractor until the exact amount of any such costs is determined.

AA. RESOLUTION OF CONFLICTING PROVISIONS:

1. In the event of conflict, the controlling documents shall be in the following order, applicable OJJDP FEDERAL regulations and Guidelines; the Grant Award contract (JJ-1); the Approved Budget and Special Conditions (JJ-2); General Terms and Conditions.
2. Except as otherwise provided in this contract, when a bona fide dispute arises between the Department and the Contractor and it cannot be resolved, either party may request a dispute resolution with the Office of Juvenile Justice following the dispute resolution guidelines. Either party's request for a dispute resolution must:
 - a. Be in writing, and
 - b. State the disputed issues, and
 - c. State the relative positions of the parties, and
 - d. State the Contractor's name, address, and his/her Department contract number, and
 - e. Be mailed to the DSHS Office of Juvenile Justice (OJJ), PO Box 45828, Olympia WA 98504-5828, within (15) days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any action in judicial or quasi-judicial tribunal.
3. This contract shall be governed by the laws of the State of Washington.

BB. NON-WAIVER OF DEPARTMENTS RIGHTS: The Department's failure to insist on the strict performance of any provision of this contract or to exercise any right based on a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

CC. NONASSIGNABILITY OF CLAIMS/RIGHTS/CAUSE OF ACTION: The contractor shall not assign or transfer any claim/rights/cause of action arising under this contract.

DD. SEVERABILITY: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

EE. LIMITATION OF AUTHORITY: Only the OJJ Office Chief or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DSHS. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the OJJ Office Chief.

FF. REPORTING REQUIREMENT:

1. **Financial Reports.** Financial reports must be submitted on the JJ-3 form. Financial reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due at the Department (15) days following the end of the quarter and must be submitted even if there are no expenditures for the period.
2. **Progress Reports.** Progress reports must be submitted on the JJ-4 form. Progress reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due fifteen (15) days following the end of the quarter and must be submitted even if there was no project activity during the period. Progress reports become delinquent sixteen (16) days following the end of the quarter. No reimbursement shall be made to projects with delinquent progress reports.
3. **Evaluation Report.** An evaluation report, if required by the agreement, must be submitted no more than sixty (60) days after the end of the project period. A two to three (2-3) page executive summary must be included in the evaluation report. Three copies of the evaluation report must be submitted to the OJJ. Payment of the final financial report cannot be made until the required evaluation report is accepted by the Office of Juvenile Justice. **Additionally**, a six-month interim evaluation must be submitted to the OJJ no more than seven months from the start date of the contract. The interim report and final evaluation report must follow the OJJ required format. Contract funds will be deobligated no later than 90 days following the contract termination date. **No project expenditures will be reimbursed after that date, including costs associated with the final evaluation report.**

GG. OVERPAYMENT AND ASSERTION OF LIEN: In the event that DSHS establishes overpayment or erroneous payments made to the contractor under this contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS, or by doing both.

HH. NONEXPENDABLE PERSONAL PROPERTY: Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased in whole or in part with OJJDPFEDERAL grant funds. On completion of the project, the Contractor will submit a list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

II. NONDISCRIMINATION: The Contractor shall comply with all federal and state nondiscrimination laws and regulations.

JJ. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN: In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with DSHS. DSHS shall, however, give the contractor reasonable time to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

KK. NON-SUPPLANTING CERTIFICATION FOR GOVERNMENTAL AGENCIES: By signature of its authorized representative on page 1 of the GRANT APPLICATION, the Applicant certifies that its non-federal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request (if certification cannot be made, the applicant must attach a full explanation.)

LL. COMPLIANCE WITH JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT: The Contractor shall comply with all provisions of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. 5601 et seq., and all implementing or related rules and regulations).

MM. AUDIT REQUIREMENTS: Prior to reimbursement, the subgrantee agrees to submit to the Office of Juvenile Justice, DSHS, for review and approval, a copy of the latest entity audit and a copy of the resolution of any audit findings. The Office of Management and Budget (OMB) Circular A-133 or A-128 sets forth financial management standards for private non-profit organizations receiving federal assistance. All recipients of OJJDPFEDERAL funds are responsible for compliance with the requirements of OMB Circular A-133 or A-128, and other applicable federal and state regulations. Private non-profit organizations shall arrange for independent audits which meet the requirements of OMB Circular A-133 or A-128. Private non-profit organization subgrantees shall submit a copy of their latest independent audit and the resolutions of any audit findings. Such audits must be made at least every two years.

NN. LOBBYING PROHIBITION: Under Section 294(c)(1) of the Juvenile Justice and Delinquency Prevention (JJDP) Act, funds paid under Section 223(a)(10)(D) and Section 224(a)(7), to any public or private agency, organization or institution or to any individual shall not be used to pay for any personal service, advertisements, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a Member of the Congress or any other Federal, State, or local elected official to favor or oppose any Acts, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by Congress, any State legislature, any local council, or any similar governing body. This subsection shall not preclude such funds from being used in connection with communications to federal, state, or local elected officials, on the request of such official through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the program involved. This applies to all contractors awarded federal funds by the Office of Juvenile Justice.

OO. DEBARMENT: By signature of its authorized representative on page 1 of this Grant Application, the Applicant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. If certification cannot be made, the Applicant must attach a full explanation. (This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.)

PP. DRUG-FREE WORKPLACE ACT: The Contractor shall maintain work places as free as possible from alcohol and illegal drugs. Further, the Contractor shall provide an opportunity for recovery to any employee whose use of alcohol and/or drugs has produced a dependency harmful to his/her work.

QQ. COMPLIANCE WITH STATE AND FEDERAL LAW: At all times during the term of the Contract, the Contractor shall comply with all applicable state and federal laws and regulations, including without limitation all applicable ethics, nondiscrimination, worker's compensation, occupational disease, and occupation health and safety laws, statutes, and regulations. Neither the state of Washington nor DSHS shall be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.

OFFICE OF JUVENILE JUSTICE DEPARTMENT OF SOCIAL HEALTH SERVICES PO BOX 45828 OLYMPIA, WA 98504-5828	APPROVED BUDGET AND SPECIAL CONDITIONS JJ-2		
	GRANT AWARD CONTRACT	FEDERAL FUND SOURCE:	DATE:
	I-100-00408		7/1/2008
	PROJECT TITLE CJJC		
PROJECT PERIOD			
7/1/2008 to			6/30/2009

This grant award is subject to the approved budget that appears below and to the special conditions that appear below and/or are attached hereto and are incorporated herein.

BUDGET CATEGORIES		SOURCE OF FUNDS		
PERSONNEL	\$11,439.00	1. FEDERAL (OJJDP)	\$13,452.00	100.00%
SUPPLIES	\$540.00	2. SUBGRANTEE IN-KIND MATCH:	\$0.00	0.00%
OTHER SERVICES AND	\$100.00	3. PROJECT INCOME	\$0.00	
EQUIPMENT CAPITAL/OUTLAY	\$0.00	4. OTHER FUNDS	\$0.00	
TRAVEL	\$150.00			
CONTRACTUAL	\$0.00			
INDIRECT	\$1,223.00			
TOTAL BUDGET	\$13,452.00	TOTAL PROJECT FUNDS	\$13,452.00	100.00%
SUBGRANTEE		FINANCIAL OFFICER		
Benton Franklin Counties Juvenile Justice Center 5606 W Canal Place #106 Kennewick WA 99336-		Jennifer Bowe (509) 736-2712		
SIGNING AUTHORITY		PROJECT DIRECTOR		
Sharon Paradis Juvenile Court Administrator		Darryl Banks (509) 222-2316, ext		

SPECIAL CONDITION

1 The next Progress Report is due: **October 15, 2008**

2 Commencement Within 60 Days.

If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the State the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

Operational Within 90 Days.

If a project is not operational within 90 days of the original start date of the grant period, the subgrantee must submit a second statement to the State explaining the implementation delay. Upon receipt of the 90-day letter, the state may cancel the project.

~~EXHIBIT "C"~~

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER, CITY OF BENTON CITY AND BENTON COUNTY TO ALLOCATE SAFETEA-LU FUNDS

WHEREAS, the City of Benton City and the City of Prosser have signed an Interlocal Agreement with Benton County stating it is the desire of the agencies to share in an equitable distribution of SAFETEA-LU funds in rural Benton County, and

WHEREAS, the member agencies are authorized and empowered to enter into this agreement pursuant to RCW 39.34, and

WHEREAS, the attached Interlocal Agreement has been reviewed by Benton County Public Works and has Approved as to Form by the Benton County Prosecuting Attorney's Office and is recommended for approval, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser, City of Benton City and Benton County for the distribution of SAFETEA-LU rural funds is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 21st day July 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:SWB

Return to: Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

**Interlocal Agreement
for the
Benton County Rural
SAFETEA-LU Program**

THIS AGREEMENT is made and entered into by and between the member agencies of the State of Washington, as defined below, to establish the Benton County Rural SAFETEA-LU Program, pursuant of the Interlocal Cooperation Act of 1967, Chapter 39.34 R.C.W., and the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) of 2005, as amended.

DEFINITIONS

For the purpose of this interlocal agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this agreement, the following terms shall have meaning prescribed to them with this section unless the context of their use dictates otherwise:

- (1) Member agency shall mean any local government which is signatory or becomes signatory to this inter-local agreement and is a County and City within the region;
- (2) State shall mean the State of Washington;
- (3) Region shall mean the rural area of Benton County as designated by the Federal Highway Administration (FHWA);
- (4) STP funds shall mean the federal funds allocated by the State to the Regional Transportation Planning Organization (RTPO) for the Rural Benton County SAFETEA-LU Surface Transportation Program (STP);

- (5) RTPO shall mean the Benton-Franklin Council of Governments (BFCOG);
- (6) City shall mean the City of Benton City and the City of Prosser

RECITAL

WHEREAS, the member agencies recognize the need and desirability to participate in cooperative decision making by elected officials of said agencies in order to comply with the requirements of the SAFETEA-LU of 2005, as amended, concerning the utilization of federally provided transportation revenues; and

WHEREAS, the member agencies are eligible to compete for STP funds provided to the region through the State and RTPO in accordance with SAFETEA-LU; and

WHEREAS, the member agencies desire interlocal agreements to equitably distribute SAFETEA-LU in rural Benton County; and

WHEREAS, Benton County is willing to fund a Fuel Tax Redistribution Schedule through the voluntary association of local governments within the region as a method to comply with the provisions of SAFETEA-LU; and

WHEREAS, it is the belief of the member agencies that STP transportation revenue policy receive direction from all local governments; and

WHEREAS, the member agencies are authorized and empowered to enter into this agreement pursuant to Chapter 39.34 R.C.W.;

THEREFORE, in consideration of mutual promises and covenants contained herein it is hereby agreed:

1. Fuel Tax Redistribution Schedules: The Fuel Tax Redistribution Schedule shall be in accordance with the following schedule: Seventy five percent (75%) of the money received shall go to Benton County. The remaining twenty five percent (25%) shall be distributed to Prosser and Benton City. Prosser shall receive 66.67% of the 25% and Benton City shall receive 33.33% of the 25%. Benton County shall make a single disbursement to each city as calculated above, based upon the Rural Benton County STP allotment.
2. STP Project Funds: No city shall submit any project application to the BFCOG for consideration or authorization for the STP funds allocated to Rural Benton County. Benton County shall be the only agency within the region allowed to submit projects to the BFCOG for authorization and obligation of Rural Benton County STP funds.

3. STP Region Administration: BFCOG shall allocate and disburse all STP funds allocated to the region during the term of this agreement to Benton County.
4. Benton County Funds: The cities will receive Benton County funds and are not subject to federal expenditure rules or regulations. Benton County funds must be used for street, highway, or road purposes only.
5. Interlocal Cooperation Act Provisions: All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by the City shall remain the sole property of the City. All vehicles, equipment, inventory purchased by the County shall remain the sole property of the County. All personnel utilized by the City in the fulfillment of this Agreement shall be solely within the supervision, direction, and control of the City and shall not be construed as "loan servants" or employees of the County. All funding incident to the fulfillment of this Interlocal Agreement shall be the sole responsibility of the County. All funding incident to the City's vehicles, equipment, inventory and maintenance operation expenses as provided in this Agreement, shall be the sole responsibility of the City. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement, anticipated. The Chairman of the Board of County Commissioners for Benton County, Washington shall be designated as the Administrator of this Interlocal Agreement.
6. Term of this Agreement: This agreement shall include the remaining term of SAFETEA-LU period to September 30, 2009. No member city shall have the right to withdraw from this agreement. Benton County, upon 180 day written notification to all members, may withdraw from this agreement if Benton County is unable to fund the redistribution amount because of a loss of revenue for county road purposes equal to or exceeding the funding obligation.
7. Effective Date: This agreement shall have full force and effect from and after the date Benton County and each and every city within the region become signatories.
8. Listing of Member Agencies: Benton County and the following cities lying wholly within Benton County rural area are member agencies: Prosser and Benton City.

APPROVALS

City of Prosser:

Paul Warden
Mayor

6-24-08
Date

Approved as to Form:

[Signature]
City Attorney

6-24-08
Date:

City of Benton City:

[Signature]
Mayor

7-2-08
Date

Approved as to Form:

[Signature]
City Attorney

7-2-08
Date

Benton County:

Chairman, Board of County Commissioners

Date

Approved as to Form:

[Signature]
Senior Deputy Prosecuting Attorney



RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE CITY OF BENTON CITY, TO ESTABLISH A NON EXCLUSIVE FRANCHISE FOR A DOMESTIC WATER AND SEWER SYSTEM, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held June 2, 2008 to consider the request of The City of Benton City who has applied for a franchise to establish an domestic water and sewer system, in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a five year (5) period, expiring June 30, 2013;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, The City of Benton City, has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

RESOLUTION



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

IN THE MATTER OF COUNTY ROADS, RE: MT ADAMS VIEW ROAD CE 1907 CRP,

WHEREAS, plans and specifications for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners;
NOW, THEREFORE

BE IT RESOLVED that the plans be and hereby are approved and that the Chairman is authorized to sign Sheet One of One for Mt. Adams View Road, CE 1907 CRP.

Dated this 21st day of July 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:lss

R E S O L U T I O N



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN THE COUNTY ROAD FUND 0101-101

BE IT RESOLVED by the Board of Benton County Commissioners that funds be transferred between line items as defined in Exhibit A attached hereto.

Dated this 21st day of July, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

Exhibit A
Page 2 of 2
July 21, 2008

(1) To transfer \$78,700 from the Construction Function of the Road Fund - Line Item 595.400.4900 (Miscellaneous/Contracts) to new line item 588.000.5200 (Intergovernmental Payments) to purchase Federal STP (Rural) funds from the Port of Benton to be expended on Webber Canyon Road.

There is no adverse affect on the Functions of the Road Fund.

P

<u>AGENDA ITEM</u> =====	<u>TYPE OF ACTION NEEDED</u> =====	
Meeting Date: July 21, 2008 Subject: Agreement between BCES and BCSO Prepared By: Julie Thompson Reviewed By:	Execute Contract <u>xxxx</u> Pass Resolution <u>xxxx</u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X</u> Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

The Benton County Emergency Management has received a Law Enforcement Terrorism Prevention Program (LETPP) grant for the purchase of equipment to enhance the capability of local government to respond to acts of terrorism a committee of local fire and police chiefs and the Sheriff has considered the needs and capabilities of the local response system. The committee has approved the sum of \$39,000 to the Sheriff's Office to be spent towards P25 compliant radio.

RECOMMENDATION

Approve attached agreement between Benton County Emergency Services and authorize the Benton County Sheriff to sign such agreement.

FISCAL IMPACT

\$39,000 to be spent towards P25 compliant radios as approved on Resolution 08 500

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY EMERGENCY SERVICES AND BENTON COUNTY WHICH WILL ALLOW THE BENTON COUNTY SHERIFF'S OFFICE TO PARTICPATE IN THE FY 2007 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT

WHEREAS, the Benton County Emergency Management has received a Law Enforcement Terrorism Prevention Program (LETPP) grant for the purchase of equipment to enhance the capability of local government to respond to acts of terrorism; and

WHEREAS, a committee of local fire and police chiefs and the Sheriff has considered the needs and capabilities of the local response system; and

WHEREAS, the committee has approved the sum of \$39,000 to the Sheriff's Office to be spent towards P25 compliant radio, **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners approves the attached agreement between Benton County Emergency Services and hereby authorizes the Benton County Sheriff to sign such agreement.

Dated this 21 day of July, 2008.

Chairman of the Board

Member

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

Attest: _____

J. Thompson

CC: BCSO, Prosecutor (Rosemary), Auditor Office, BCES

INDEX OF ATTACHMENTS
Benton County Sheriff's Office – LETPP 2007 Equipment Purchase
Reimbursement

This list is a summary of the attachments discussed in the letter and also indicates the action needed by the recipient agency.

Attachment A: LETPP 2007 Equipment to be purchased by the Benton County Sheriff's Office and reimbursed by Benton County Emergency Management. (Attachment must be signed.)

Signed:
Yes _____ No _____

Attachment B: Certifications and Assurances (Attachment must be signed.)

Signed:
Yes _____ No _____

Attachment C: Reimbursement Agreement (Attachment must be signed.)

Signed:
Yes _____ No _____

Attachment A
Benton County Sheriff's Office – LETPP 2007 Equipment Purchase Reimbursement

Name of Jurisdiction or Agency: Benton County Sheriff's Office
Contact Person: Steve Keane

LETPP 2007 EQUIPMENT TO BE PURCHASED
By
The Benton County Sheriff's Office
And reimbursed By
Benton County Emergency Management

Item No.	Equipment Category	Item	Qty	Total Cost	Dis	Related Project
1	Interoperable Communications	A06CP-01-MOBL/PORT, Radio, Mobile/Portable: Two way radios with associated accessories and hardware. P25 compliant.		\$39,000.00	LE	Benton County Law Enforcement Interoperability
Total				\$39,000.00		

On behalf of Benton County Sheriff's Office, I agree to purchase the equipment listed above and submit invoices for reimbursement to Benton County Emergency Management.

Authorized Signature

Title: Sheriff
Benton County Sheriff's Office

CERTIFICATIONS AND ASSURANCES

As a sub-recipient of federal funding for purchase of equipment purchased under the Law Enforcement Terrorism Prevention Program 2007, the Benton County Sheriff's Office makes the following certifications and assurances:

1. **OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968:** It will comply with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
2. **CIVIL RIGHTS:** It will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
3. **LOBBYING:** As required by Section 1352 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

Attachment B
Benton County Sheriff's Office – LETPP 2007 Equipment Purchase Reimbursement

submit the Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

- 4. The Benton County Sheriff's Office agrees to comply with all requirements of the FY 2007 Law Enforcement Terrorism Prevention Program as set out in the document available at www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf which is hereby incorporated by reference as if set out in full.



Authorized Signature



Title

Benton County Sheriff's Office

7-17-08

Date

REIMBURSEMENT AGREEMENT

This Contract is entered into by Benton County Emergency Management and the Benton County Sheriff's Office. The Benton County Sheriff's Office is undertaking certain activities related to the FISCAL 2007 Law Enforcement Terrorism Prevention Program Grant. Under the terms and conditions of contracts and agreements between Benton County Emergency Management and the Washington State Patrol, Benton County Emergency Management will reimburse the Benton County Sheriff's Office for the purchase of equipment described in Attachment A. The reimbursement for the equipment purchase is subject to the following terms and conditions.

1. The equipment to be purchased by the Benton County Sheriff's Office is described in Attachment A. This agreement is limited to P25 compliant mobile and portable two way radios with associated accessories, hardware, and sales taxes.
2. Benton County Emergency Management disclaims all warranties for the equipment purchased by the Benton County Sheriff's Office. Should the equipment not perform as specified by the vendor, the City of Kennewick is responsible for enforcing and obtaining with warranty repairs or replacement, if any.
3. The Benton County Sheriff's Office is responsible for notifying Benton County Emergency Management of any changes in the purchase of the listed quantities and types of equipment and accepts responsibility for the purchase of any equipment for which reimbursement is denied by the State of Washington or its agencies or the Federal Government or its agencies for non-compliance with the equipment descriptions that were submitted by Benton County Emergency Management to state and Federal agencies for approval prior to purchase of the equipment.
4. The Benton County Sheriff's Office is responsible for all training related to the proper use, care and maintenance of the delivered equipment.
5. Benton County Emergency Management shall indemnify, hold harmless and defend Benton County Sheriff's Office from any claim or lawsuit arising from the actions or omissions of any of Benton County Emergency Management's elected officials, employees or agents in the context of this contract. Such indemnification responsibilities shall include investigation and defending such claims or lawsuits. In any action to enforce these indemnification responsibilities, the prevailing party shall be entitled to its attorney's fees and costs.

Benton County Sheriff's Office shall indemnify, hold harmless and defend Benton County Emergency Management from any claim or lawsuit arising from the actions or omissions of any of Benton County Sheriff's Office's elected officials, employees or agents in the context of this contract. Such indemnification responsibilities shall include investigation and defending such

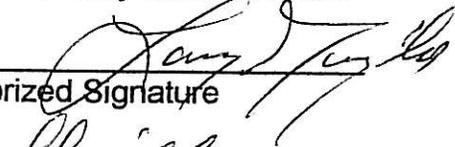
Attachment C
Benton County Sheriff's Office – LETPP 2007 Equipment Purchase Reimbursement

claims or lawsuits. In any action to enforce these indemnification responsibilities, the prevailing party shall be entitled to its attorney's fees and costs.

6. The Benton County Sheriff's Office shall comply with Federal OMB Circulars A-87 and A-133 with regard to these purchases. The Benton County Sheriff's Office will also comply with any Post Award Requirements as set out in Attachment C, a copy of which is attached and hereby incorporated by reference as if fully stated herein.
7. The Benton County Sheriff's Office also agrees to comply with all requirements of the FY 2007 Homeland Security Grant Program as set out in the document available at www.ojp.usdoj.gov/odp/docs/fy07_hsgp_guidance.pdf which is hereby incorporated by reference.
8. The Benton County Sheriff's Office acknowledges that this contract is subject to the terms and conditions of Agreement Number C080679FED between the Washington State Patrol and Benton County Emergency Management and any amendments to that contract. A copy of that contract with current amendments is attached and is hereby incorporated as if set forth fully in this agreement.

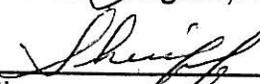
Benton County Sheriff's Office

Benton County Emergency Management



Authorized Signature

Authorized Signature



Title

Title

7-17-08
Date

Date

Approved as to Form

Approved as to Form



Attorney, Benton County

Attorney, City of Richland

9.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING DAVID CLARK RADIO SYSTEM FOR THE NEW PATROL BOAT FOR THE SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office participated in a plan that covered the cost of two new patrol boats; and

WHEREAS, due to the noise on the patrol boats, the Sheriff's Office uses David Clark Radio System to communicate with each other while on patrol; and

WHEREAS, the cost relating to the David Clark Radio System was not covered in the initial purchase price of the boats; and

WHEREAS, the Sheriff's Office was able to fund the additional cost from the 2008 Canine / Boat Fund (0127-101) budget; and

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

WHEREAS, the warranty for the boat purchased from SAFE Boats International L.L.C. located in Port Orchard, WA requires installation of the David Clark system to be installed by SAFE Boats International L.L.C. in order to keep the warranty valid; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, the Board hereby authorizes the payment for the purchase and insulation of the David Clark System from SAFE Boats International L.L.C. located in Port Orchard, WA in the amount of \$6,407.92 including Washington State Sales Tax.

Dated this 21 day of July 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____

J. Thompson

CC: BCSO, Auditor Office



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REPAIRING A PATROL VEHICLE FOR THE SHERIFF'S OFFICE

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

WHEREAS, the Benton County Sheriff's Office patrol vehicle #08-04 received damage while in pursuit; and

WHEREAS, the Sheriff's Office obtained three quotes which include sales tax for repairs to patrol vehicle #08-04: 1) Jack's Superior Auto Body of Kennewick, WA @ \$3,409.18, 2) Mathews Auto Body of Kennewick, WA @ \$4,600.97, and 3) SonShine Collision of Kennewick, WA @ \$8,920.45; and

WHEREAS, Captain Steven Keane from the Sheriff's Office reviewed the quotes and recommended Jack's Superior Auto Body of Kennewick, WA as the best reasonable quote; and

WHEREAS, after further inspection of the vehicle, Jack's Superior Auto Body of Kennewick, WA revised their quote due to the extensive damage which increased the quote to \$4,876.39; and

WHEREAS, Captain Steven Keane from the Sheriff's Office reviewed the revised quote and recommended Jack's Superior Auto Body of Kennewick, WA as the best reasonable quote; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Sheriff's office proceed with the repairs to patrol vehicle #08-04 in the amount of \$4,876.39 including Washington state sales tax.

Dated this 21 day of July 2008.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

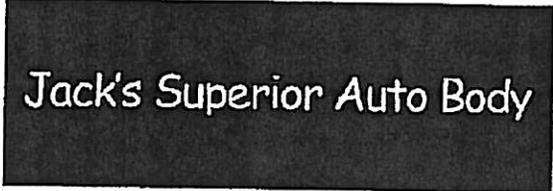
Attest: _____

J. Thompson

CC: BCSO, Auditor Office

Revised
Received 5/30/08

310 W. COLUMBIA DR.
KENNEWICK, WA 99336-3654
tel (509)586-4511
fax (509)582-0662
email: krashbiz@aol.com



Fax

To: Captain Keene	From: Jack Wilkerson
Fax: 783-5852	Pages: 1/2
Phone:	Date: 05/29/08
Re: 2008 Crown Vic Repair	CC:

Urgent For Review Please Comment Please Reply

● **Comments:**

To follow is a revised estimate for the 2008 Ford Crwn Vic, please review and call me 586-4511.
Please let us know if you have any questions or require more information.

Thank you,

Jack

RECEIVED

MAY 30 2008

BENTON COUNTY
SHERIFF'S DEPT

5/29/2008 at 04:38 PM
.8723

Job Number: 8373

*REVISED ESTIMATE,
PLEASE REVIEW AND
CALL ME.
THANK YOU
Jack*

JACK'S SUPERIOR AUTO BODY
Federal ID #:912073678
"THE QUALITY YOU EXPECT"
310 W. COLUMBIA DR.
krashbiz@aol.com
KENNEWICK, WA 99336
(509)586-4511 Fax: (509)582-0662

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY

Written By: jack wilkerson
Adjuster:

RECEIVED
MAY 30 2008
BENTON COUNTY
SHERIFF'S DEPT

Insured: BENTON CO SHERIFF
Owner: BENTON CO SHERIFF
Address:

Day:
Evening:

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact: 11. Left Front

Inspect JACK'S SUPERIOR AUTO BODY
Location: 310 W. COLUMBIA DR.
krashbiz@aol.com
KENNEWICK, WA 99336

Business: (509)586-4511

**Insurance
Company:**

Days to Repair

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:
VIN: 2FAHP71V38X153153 **Lic:** 84121C **WA Prod Date:** 02/2008 **Odometer:** 3221
Air Conditioning Rear Defogger Tilt Wheel
Body Side Moldings Dual Mirrors Clear Coat Paint
Power Steering Power Brakes Power Windows
Power Locks Power Driver Seat Power Mirrors
AM Radio FM Radio Stereo
Search/Seek Anti-Lock Brakes (4) Driver Air Bag
Passenger Air Bag 4 Wheel Disc Brakes Cloth Seats
Bucket Seats Automatic Transmission Overdrive

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		FENDER					
2*	Rpr	LT Fender				4.0	2.8
3		Add for Clear Coat					1.1
4#	Refn	PARTIAL COLOR W/ FULL C/C					-0.8
5#	Repl	LF MUD GUARD	1	27.00		0.3	
6		WHEELS					
7*	Repl	LT/Front Wheel, steel 17x7.5	1	160.03	m	0.3	0.0
8#	Repl	LF TIRE	1	224.00			
9#	Rpr	COLOR TINTING				0.5	
10#	Subl	MOUNT AND BAL LF WHEEL	1	14.00	X		
11	Repl	LT/Front Center cap Ford emblem	1	58.12			

5/29/2008 at 04:38 PM
88723

Job Number: 8373

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY
2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
12		FRONT BUMPER				
13	Repl	Bumper cover	1	631.22	2.3	2.8
14		Add for Clear Coat				1.1
15#	Rpr	MODIFY COVER FOR PUSH BSRS			1.0	
16		FRONT SUSPENSION				
17		O/H frt susp lt			m 3.5	
18	Repl	LT Hub & bearing	1	149.98	m Incl.	
19	Repl	LT Upper cntrl arm	1	97.00	m Incl.	
20	Repl	LT Lower cntrl arm heavy duty	1	258.98	m Incl.	
21	Repl	LT Lower ball joint	1	40.98	Incl.	
22	Repl	LT Strut heavy duty	1	107.90	m Incl.	
23	Repl	LT Knuckle	1	312.33	m Incl.	
24		STEERING GEAR & LINKAGE				
25	Repl	Inner tie rod	1	35.98		
26	Repl	LT Outer tie rod	1	51.98	m 0.5	
27#	Repl	CORRISION PROTECTION	1	8.00	0.3	
28#		FLEX-ADDITIVE	1	6.85		
29#		HAZARDOUS WASTE DISP	1	5.00		
30#	Subl	4 WHEEL ALIGNMENT	1	79.95		
31#		COVER CAR FROM OVERSPRAY	1	5.00	0.3	
32	S01	FRAME				
33	S01	Repl Susp crossmember	1	1218.27	m 3.5	
Subtotals ==>				3492.57	16.5	7.0

Estimate Notes:

AS RESULT OF THE IMPACT, THERE IS A SIGN OF IMPACT ON THE FRONT SUSPENSION CROSS MEMBER. THIS MARK DOES NOT SEEM TO BE AFFECTING THE STRUCTURAL INTEGRITY OF THE PART AND WAS NOT NECESSARY TO PROVIDE ANY TYPE OF REPAIR TO THAT PART. THEREFORE WE DID NOT INCLUDE ANY TIME TO ADDRESS THIS MARK IN THE LF SUSPENSION X-MEMBER.

AFTER INSTALLING ALL THE SUSPENSION COMPONENTS WE FOUND THE LF CASTER SPECIFICATIONS WERE A QUITE A BIT OFF TO BE ABLE TO ALIGN THE FRONT SUSPENSION. WE HAVE DETERMINED THE FRONT SUSPENSION CROSSMEMBER TO BE TWISTED FROM THE IMPACT TO THE LEFT FRONT CORNER OF THE CROSSMEMBER. IT WILL BE NECESSARY TO REPLACE THE ALUMINUM CROSSMEMBER.

Parts		3478.57
Body Labor	16.5 hrs @ \$ 36.00/hr	594.00
Paint Labor	7.0 hrs @ \$ 36.00/hr	252.00
Paint	7.0 hrs @ \$ 18.00/hr	126.00
Body Supplies	12.7 hrs @ \$ 3.00/hr	38.10
Sublet/Misc.		14.00
SUBTOTAL		\$ 4502.67

5/29/2008 at 04:38 PM
08723

Job Number: 8373

PRELIMINARY SUPPLEMENT 1 WITH SUMMARY
2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:

Sales Tax	\$ 4502.67 @ 8.3000%	373.72

GRAND TOTAL		\$ 4876.39
ADJUSTMENTS:		
Deductible		0.00

CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 4876.39

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JA03, CCC Data Date 05/01/2008, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (-) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

310 W. COLUMBIA DR.
KENNEWICK, WA 99336-3654
tel (509)586-4511
fax (509)582-0662
email: krashbiz@aol.com



Fax

To: Captain Keene	From: Jack Wilkerson
Fax: 783-5852	Pages: 4
Phone:	Date: 05/16/08
Re: Estimate for repairs	CC:

Urgent For Review Please Comment Please Reply

• **Comments:**

Per your request to follow is the estimate for car # 0804, 2008 Crown Vic that I looked at today, please review and let me know if you have any questions (509) 586-4511.

Thank you,

A handwritten signature in cursive script that reads "Jack".

5/16/2008 at 04:53 PM
58723

Job Number:

*PLEASE Review
The Estimate Notes
Section
This
Ask*

JACK'S SUPERIOR AUTO BODY
Federal ID #:912073678
"THE QUALITY YOU EXPECT"
310 W. COLUMBIA DR.
krashbiz@aol.com
KENNEWICK, WA 99336
(509)586-4511 Fax: (509)582-0662

PRELIMINARY ESTIMATE

Written By: jack wilkerson
Adjuster:

Insured: BENTON CO
Owner: BENTON CO
Address:

Day:
Evening:

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact: 11. Left Front

Inspect JACK'S SUPERIOR AUTO BODY
Location: 310 W. COLUMBIA DR.
krashbiz@aol.com
KENNEWICK, WA 99336

Business: (509)586-4511

Insurance
Company:

Days to Repair

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:
VIN: 2FAHP71V38X153153 Lic: 84121C WA Prod Date: 02/2008 Odometer: 3221
Air Conditioning Rear Defogger Tilt Wheel
Body Side Moldings Dual Mirrors Clear Coat Paint
Power Steering Power Brakes Power Windows
Power Locks Power Driver Seat Power Mirrors
AM Radio FM Radio Stereo
Search/Seek Anti-Lock Brakes (4) Driver Air Bag
Passenger Air Bag 4 Wheel Disc Brakes Cloth Seats
Bucket Seats Automatic Transmission Overdrive

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		FENDER					
2*	Rpr	LT Fender			4.0		2.8
3		Add for Clear Coat					1.1
4#	Refn	PARTIAL COLOR W/ FULL C/C					-0.8
5#	Repl	LF MUD GUARD	1	27.00		0.3	
6		WHEELS					
7*	Repl	LT/Front Wheel, steel 17x7.5	1	160.03	m	0.3	0.0
8#	Repl	LF TIRE	1	224.00			
9#	Rpr	COLOR TINTING				0.5	
10#	Subl	MOUNT AND BAL LF WHEEL	1	14.00	X		
11	Repl	LT/Front Center cap Ford emblem	1	58.12			

5/16/2008 at 04:53 PM
8723

Job Number:

PRELIMINARY ESTIMATE

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
12		FRONT BUMPER				
13	Repl	Bumper cover	1	631.22	2.3	2.8
14		Add for Clear Coat				1.1
15#	Rpr	MODIFY COVER FOR PUSH BSRS			1.0	
16		FRONT SUSPENSION				
17		O/H frt susp lt			m 3.5	
18	Repl	LT Hub & bearing	1	149.98	m Incl.	
19	Repl	LT Upper cntrl arm	1	97.00	m Incl.	
20	Repl	LT Lower cntrl arm heavy duty	1	258.98	m Incl.	
21	Repl	LT Lower ball joint	1	40.98	Incl.	
22	Repl	LT Strut heavy duty	1	107.90	m Incl.	
23	Repl	LT Knuckle	1	312.33	m Incl.	
24		STEERING GEAR & LINKAGE				
25	Repl	Inner tie rod	1	35.98		
26	Repl	LT Outer tie rod	1	51.98	m 0.5	
27#	Repl	CORRISION PROTECTION	1	8.00	0.3	
28#		FLEX-ADDITIVE	1	6.85		
29#		HAZARDOUS WASTE DISP	1	5.00		
30#	Subl	4 WHEEL ALIGNMENT	1	79.95		
31#		COVER CAR FROM OVERSPRAY	1	5.00	0.3	
Subtotals ==>				2274.30	13.0	7.0

Estimate Notes:

AS RESULT OF THE IMPACT, THERE IS A SIGN OF IMPACT ON THE FRONT SUSPENSION CROSS MEMBER. THIS MARK DOES NOT SEEM TO BE AFFECTING THE STRUCTURAL INTEGRITY OF THE PART AND WAS NOT NECESSARY TO PROVIDE ANY TYPE OF REPAIR TO THAT PAT. THEREFORE WE DID NOT INCLUDE ANY TIME TO ADDRESS THIS MARK IN THE LF SUSPENSION X-MEMBER

Parts		2260.30
Body Labor	13.0 hrs @ \$ 36.00/hr	468.00
Paint Labor	7.0 hrs @ \$ 36.00/hr	252.00
Paint	7.0 hrs @ \$ 18.00/hr	126.00
Body Supplies	9.2 hrs @ \$ 3.00/hr	27.60
Sublet/Misc.		14.00
SUBTOTAL		\$ 3147.90
Sales Tax	\$ 3147.90 @ 8.3000%	261.28
GRAND TOTAL		\$ 3409.18
ADJUSTMENTS:		
Deductible		0.00

/16/2008 at 04:53 PM
 08723

Job Number:

PRELIMINARY ESTIMATE

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:

CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$ 3409.18

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JA03, CCC Data Date 04/01/2008, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy rts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

05/16/2008 at 10:51 AM
11300

Mathews AUTO BODY

Job Number:

RECEIVED

MAY 16 2008

BENTON COUNTY
SHERIFF'S DEPT

ATTN -
Capt. King

MATHEWS AUTO BODY
License #:11300 Federal ID #:911414644
WE WANT TO EARN YOUR TRUST
614 w.COLUMBIA DRIVE
KENNEWICK, WA 99336
(509)582-9713 Fax: (509)586-2535

PRELIMINARY ESTIMATE

Written By: RICHARD MATHEWS #NONE
Adjuster:

Insured: BENTON CO SHERIFF
Owner: BENTON CO SHERIFF
Address: 7320 W QUINALT
KENNEWICK, WA 99336
Day: (509)783-2151x2458
Fax: (509)783-5852

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Inspect MATHEWS AUTO BODY
Location: 614 w.COLUMBIA DRIVE
KENNEWICK, WA 99336

Business: (509)582-9713

Insurance
Company:

8 Days to Repair

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:
VIN: 2FAHP71V38X153153 Lic: 84121C WA Prod Date: Odometer: 3221
Condition: Excellent

Air Conditioning	Rear Defogger	Tilt Wheel
Body Side Moldings	Dual Mirrors	Clear Coat Paint
Power Steering	Power Brakes	Power Windows
Power Locks	Power Driver Seat	Power Mirrors
AM Radio	FM Radio	Stereo
Search/Seek	Anti-Lock Brakes (4)	Driver Air Bag
Passenger Air Bag	4 Wheel Disc Brakes	Cloth Seats
Bucket Seats	Automatic Transmission	Overdrive

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		FRONT BUMPER					
2**	Repl	RECOND Bumper cover	1		552.00	2.3	2.8
3		Add for Clear Coat	0		0.00	0.0	1.1
4	R&I	License bracket	0		0.00	0.2	0.0
5#	R&I	FRT PUSHBAR AND DO CUTOUTS	0		0.00	1.5	0.0
6		FRONT LAMPS					
7	Repl	LT Side marker lamp w/police pkg.	1		151.22	Incl.	0.0
8		FENDER					
9	Repl	LT Fender	1		284.68	2.6	2.8
10		Add for Clear Coat	0		0.00	0.0	1.1
11		Add for Edging	0		0.00	0.0	0.5
12	Repl	LT Fender brace	1		16.40	0.1	0.0
13	Repl	LT Fender liner	1		130.00	0.6	0.0
14#	Repl	FLAT MUD FLAP	1		35.00	0.2	0.0
15#	Rpr	SET-UP AND MEASURE....GAUGE	0		0.00	1.5 F	0.0
16#		FRAME					
16#		MAY NEED PULLS	1		0.00	0.0	0.0
17#	Repl	DECALS SUBLET SIGN SHOP	1		0.00	0.0	0.0
18		WHEELS					
19*	Repl	LKQ LT/Front Wheel, steel 17x7.5	1		89.00	m 0.3 M	0.0
20#	Repl	LFT FRT TIRE G/Y EAGLE RSA P235/55R17..W	1		265.00	0.0	0.0
21#	Subl	TIRE MOUNT AND BALANCE	1		16.00	T 0.0	0.0
22#		CHECK ALL TIRES FOR FLAT SPOTS	1		0.00	0.0	0.0
23		FRONT SUSPENSION					
24		O/H frt susp lt	0		0.00	m 3.5 M	0.0

05/16/2008 at 10:51 AM
11300

Mathews AUTO BODY

PRELIMINARY ESTIMATE

Job Number:

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
25	Repl	LT Stabilizer link	1	43.33	m Incl. M	0.0
26	Repl	LT Brake hose	1	41.73	m 0.6 M	0.0
27		Bleed brake system	0	0.00	m 0.5 M	0.0
28	Repl	LT Upper cntrl arm	1	97.00	m Incl. M	0.0
29	Repl	LT Knuckle	1	312.33	m Incl.	0.0
30		Deduct for Overlap	0	0.00	Incl.	0.0
31	Repl	LT Lower cntrl arm heavy duty	1	258.98	m Incl.	0.0
32	Repl	LT Strut heavy duty	1	107.90	m Incl.	0.0
33	Repl	LT Hub & bearing	1	149.98	m Incl.	0.0
34		STEERING GEAR & LINKAGE				
35	Repl	Inner tie rod	1	35.98	0.0	0.0
36	Repl	LT Outer tie rod	1	51.98	m 0.5 M	0.0
37#		CHECK SUSPENSION CROSSMEMBER	1	0.00	0.0	0.0
38		FRAME				
39*	Repl	LT Bracket...AT FRT X MEMBER	1	61.95	1.0	0.0
40#	Subl	4-WAY ALIGNMENT	1	69.00	T 0.0	0.0
41#		TINT	1	0.00	T 0.0	0.5
42#	Subl	HAZARDOUS WASTE DISPOSAL	1	3.00	T 0.0	0.0
43#		COVER CAR	1	4.00	T 0.2	0.0
Subtotals ==>				2776.46	15.6	8.8

Parts		2684.46
Body Labor	8.7 hrs @ \$ 48.00/hr	417.60
Paint Labor	8.8 hrs @ \$ 48.00/hr	422.40
Mechanical Labor	5.4 hrs @ \$ 55.00/hr	297.00
Frame Labor	1.5 hrs @ \$ 55.00/hr	82.50
Paint Supplies	8.8 hrs @ \$ 28.00/hr	246.40
Body Supplies	1.5 hrs @ \$ 4.00/hr	6.00
Sublet/Misc.		92.00

SUBTOTAL		\$ 4248.36
Sales Tax	\$ 4248.36 @ 8.3000%	352.61
GRAND TOTAL		\$ 4600.97

ADJUSTMENTS:		
Deductible		0.00

CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 4600.97

05/16/2008 at 10:51 AM
11300



Job Number:

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED SILVER Int:

If you choose MATHEWS AUTO BODY for your repairs, THANK YOU.
We are committed to uncompromising standards, excellent workmanship and quality materials at a fair price.

MATHEWS AUTO BODY LIFETIME LIMITED WARRANTY

We guarantee all workmanship as long as you own your car. Parts and materials are subject to manufacturer's guarantee. If a problem arises, it is subject to re-inspection. Abuse or mistreatment of the vehicle voids our guarantee. Avoid following vehicles too close, gravel roads, etc...., as rock chips, as a result, are not covered.

AFTER PAINT CARE TIPS

The paint manufacturer recommends NO WAX FOR 90 DAYS. Wax is a sealant and does not allow your new paint to cure properly. Hand wash your car as usual. Clean bird droppings off A.S.A.P. as they WILL damage the finish.

**AUTHORIZATION TO REPAIR & POWER OF ATTORNEY
FOR MATHEWS AUTO BODY**

Estimate of repair: I authorize(d) Mathews Auto Body to estimate and repair my vehicle, unless it is an economic total loss. The estimate of repair includes parts, labor and diagnosis. We are not responsible for loss or damage to your vehicle from fire, theft, accidents, or any cause beyond our control. All tests will be made by our employees at your risk.

Power Of Attorney: I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs to my vehicle which has been released and accepted.

Authorized &
Accepted By: _____

Date: _____

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JA03, CCC Data Date 04/01/2008, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

RECEIVED

FAX COVER SHEET

FAX (509) 735-2420 - PHONE (509) 735-7800

MAY 20 2008

BENTON COUNTY
SHERIFF'S DEPT



AUTO GLASS / 24 HOUR TOWING
COMPLETE COLLISION REPAIR

TO: Capt Keene
783-5852
DATE: 5-20-08
FROM: Hidi

Number Of Pages (INCLUDING COVER SHEET) 5

COMMENTS:

Estimate on car #0804

05/20/2008 at 10:42 AM
16790

Job Number:

SONSHINE COLLISION SERVICES, INC.
License #:084443 Federal ID #:911568261
"QUALITY YOU CAN TRUST"
6211 W. OKANOGAN AVE.
KENNEWICK, WA 99336
(509)735-7800 Fax: (509)735-2420

PRELIMINARY ESTIMATE

Written By:
Adjuster:

Insured: BENTON COUNTY
Owner: BENTON COUNTY
Address: ELY
KENNEWICK, WA
Fax: (509)783-5852

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact: 11. Left Front

Inspect SONSHINE COLLISION SERVICES, INC
Location: 6211 W. OKANOGAN AVE.
KENNEWICK, WA 99336

Business: (509)735-7800

Insurance
Company:

10 Days to Repair

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED BLUE Int:
VIN: 2FAHP71V38X153153 Lic: 84121C WA Prod Date: 02/2008 Odometer: 3100
Air Conditioning Rear Defogger Tilt Wheel
Body Side Moldings Dual Mirrors Clear Coat Paint
Metallic Paint Power Steering Power Brakes
Power Windows Power Locks Power Driver Seat
Power Mirrors AM Radio FM Radio
Stereo Search/Seek Anti-Lock Brakes (4)
Driver Air Bag Passenger Air Bag 4 Wheel Disc Brakes
Cloth Seats Bucket Seats Automatic Transmission
Overdrive

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		FRONT BUMPER				
2	Repl	Bumper cover	1	631.22	2.3	2.8
3		Add for Clear Coat				1.1
4#	R&I	PUSH BAR AND MODIFY COVER TO FIT			2.0	
5		FRONT PANELS				
6	Repl	Front panel	1	474.28	2.6	1.7
7		Add for Clear Coat				0.7
8		Aim headlamps			0.5	
9		Add for Edging				0.5
10		Add for Clear Coat				0.1
11		FRONT LAMPS				
12	Repl	LT Side marker lamp w/police pkg.	1	151.22	Incl.	
13		HOOD				
14	Blnd	Hood				1.5
15		FENDER				
16	Repl	LT Ferder	1	284.68	2.6	2.8

05/20/2008 at 10:42 AM
16790

Job Number:

PRELIMINARY ESTIMATE

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
17		Overlap Major Adj. Panel				-0.4
18		Add for Clear Coat				0.5
19		Add for Edging				0.5
20		Add for Clear Coat				0.1
21		Deduct for Overlap			-0.4	
22#	Repl	DECAL ON FENDER OPEN AS PER INVOICE OR SUPPLIED BY COUNTY	1	<u>Incl.</u>	1.0	
23	Repl	LT Fender brace	1	16.40	0.1	
24	Repl	LT Fender liner	1	130.00	0.6	
25		FRAME				
26	Repl	Susp crossmember	1	1218.27	m 3.5	M
27	Repl	LT Bracket	1	61.95		
28		FRONT DOOR				
29	Blnd	LT Outer panel w/o keyless				1.1
30	R&I	LT Reveal molding			0.5	
31	R&I	LT Belt w'strip			0.3	
32*	R&I	LT Body side mldg 2 1/2" wide molding brown			<u>0.5</u>	
N 33*	Rpr	LT Body side mldg 2 1/2" wide molding brown			<u>0.5</u>	0.6
34	R&I	LT Mirror assy w/heated glass			0.5	
35	R&I	LT Handle, outside black/chrome			0.6	
36	R&I	LT R&I trim panel			0.4	
37		WHEELS				
38*	Repl	LT/Front Wheel, steel 16x4.5	1	224.90	m 0.3	M <u>0.0</u>
39	Repl	LT/Front Center cap Ford emblem	1	58.12		
40#	Repl	TIRE GOODYEAR EAGLE RS-A P235-55R17	1	255.00		
41#		MOUNT & BALANCE	1	12.00		
42	Repl	Pressure sensor	1	67.33	m 0.2	
43		STEERING GEAR & LINKAGE				
44	Repl	Gear assy	1	536.80	m 1.8	M
45	Repl	Boot	1	17.48		
46	Repl	LT Clamp large	1	12.80		
47	Repl	LT Clamp small	1	4.88		
48	Repl	LT Outer tie rod	1	51.98	m Incl.	
49	Repl	Tube left hand turn	1	8.00		
50		FRONT SUSPENSION				
51		O/H frt susp lt			m 3.5	M
52	Repl	LT Hub & bearing	1	149.98	m Incl.	
53	Repl	LT Splash shield	1	16.00	m Incl.	
54	Repl	LT Caliper	1	212.27	m 0.7	M
55		Bleed brake system			m 0.5	M
56	Repl	Brake pads w/police pkg.	1	85.08	Incl.	
57	Repl	LT Lower cntrl arm heavy duty	1	258.98	m Incl.	
58		Align front wheels			m 1.3	
59	Repl	LT Upper cntrl arm	1	97.00	m Incl.	
60	Repl	LT Lower ball joint	1	40.98	Incl.	
61	Repl	LT Strut heavy duty	1	107.90	m Incl.	
62	Repl	LT Stabilizer bar bushing w/heavy duty	1	13.67		

05/20/2008 at 10:42 AM
16790

Job Number:

PRELIMINARY ESTIMATE

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
63	Repl	LT Stabilizer link	1	43.33	m Incl.	
64#		SETUP MEASURE	1		2.0	F
65#		ROUGH PULLS TO SUSPENSION	1		2.0	F
66#		FRAME IS OPEN UNTILL MEASURED	1			
67#	Rpr	TINT CCLOR .5 PER COLOR				0.5
68#	Repl	HAZARDOUS WASTE	1	5.00		
69#	Repl	COVER CAR	1	5.00	0.2	
70#	Refn	RESTORE CORROSION PROTECTION				0.3
71#	Repl	FLEX ADDITIVE 8.00 PER BUMPER	1	8.00		
Subtotals ==>				5260.50	30.6	14.4

Line 33 : CLEAN RETAPE

Parts		5260.50
Body Labor	16.3 hrs @ \$ 48.00/hr	782.40
Paint Labor	14.4 hrs @ \$ 48.00/hr	691.20
Mechanical Labor	10.3 hrs @ \$ 85.00/hr	875.50
Frame Labor	4.0 hrs @ \$ 56.00/hr	224.00
Paint	14.4 hrs @ \$ 28.00/hr	403.20
SUBTOTAL		\$ 8236.80
Sales Tax	\$ 8236.80 @ 8.3000%	683.65
GRAND TOTAL		\$ 8920.45
ADJUSTMENTS:		
Deductible		0.00
CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 8920.45

**AUTHORIZATION TO REPAIR & POWER OF ATTORNEY
FOR SONSHINE COLLISION SERVICES INC.**

Estimate of Repair: The estimate of repair includes parts, labor, and diagnosis. If on further inspection, additional parts or repairs are needed, you will be contacted. We are not responsible for loss or damage to your vehicle from fire, theft, accidents, or any cause beyond our control. All tests will be made by our employees at your risk. There will be a 25% restocking fee based on the part prices of ordered parts listed on this estimate when parts are returned for cancelled repairs. If the vehicle is returned to customer before authorized repairs are performed, a diagnostic and handling charge, including reassembly, will apply.

Power of Attorney: I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs to my vehicle which has been released and accepted.

Authorized & Accepted By: _____ Date: _____

05/20/2008 at 10:42 AM
16790

Job Number:

PRELIMINARY ESTIMATE

2008 FORD CROWN VICTORIA POLICE 8-4.6L-FI 4D SED BLUE Int:

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JA03, CCC Data Date 04/01/2008, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

BENTON COUNTY
SALARY REQUEST STATEMENT

S

REASON FOR REQUEST See attachment A

POSITION Corrections Officer

Sia Wetmore

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 7/15/2008

OFFICE/DEPARTMENT Sheriff

SALARY FROM \$3,357 TO \$3,668

APPROVED _____

DENIED _____

CHAIRMAN _____

MEMBER _____

MEMBER _____

DATE _____

ELECTED OFFICIAL/DEPARTMENT DIRECTOR
DATE

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS: See attachment A

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: —

AGGREGATE IMPACT: —

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

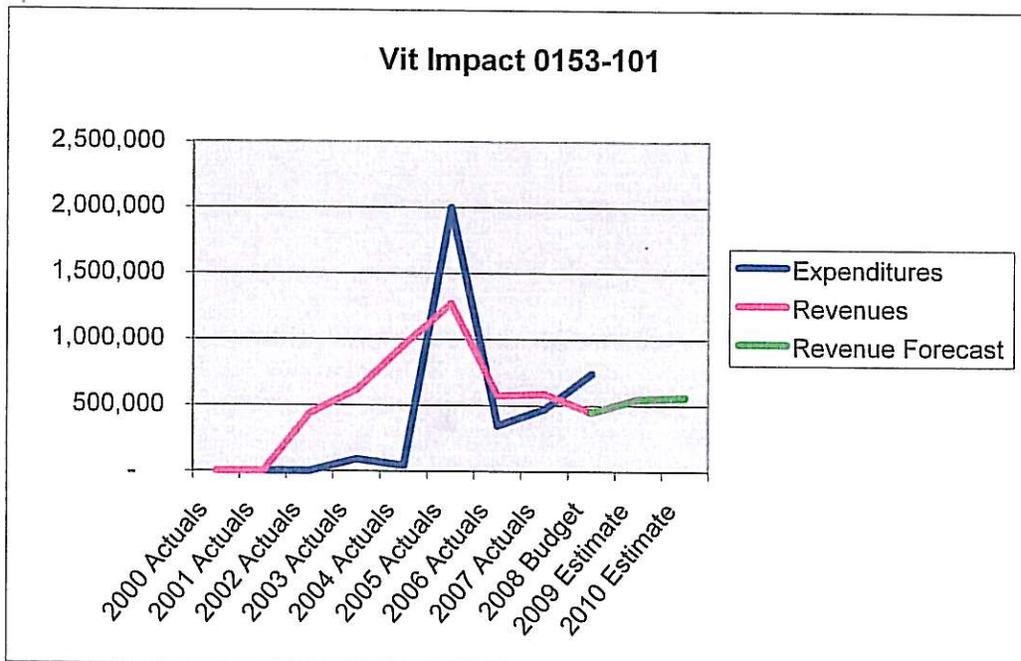
White--Personnel
BCPERS 0014/95

Yellow--Payroll

Pink--Commissioners

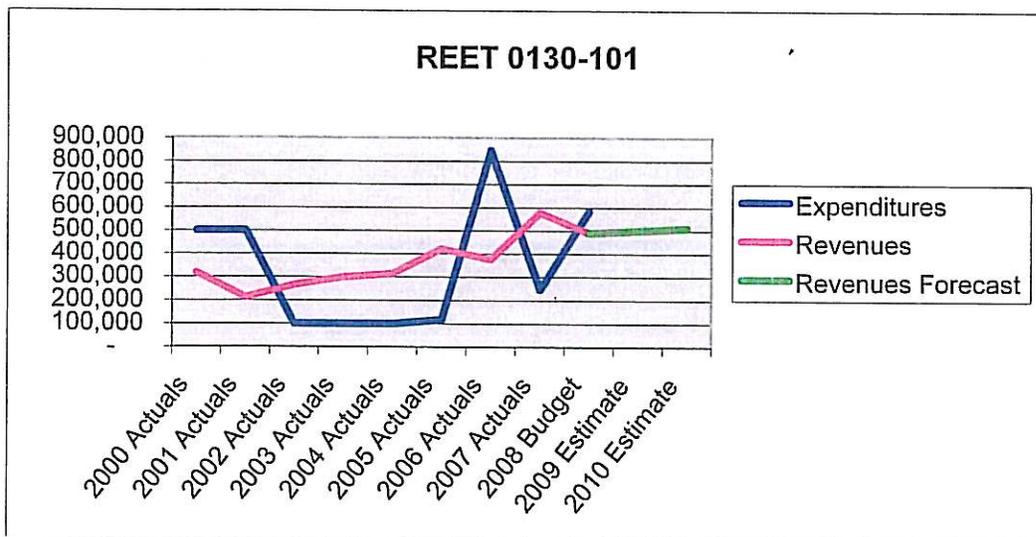
Goldenrod--Department

9:05



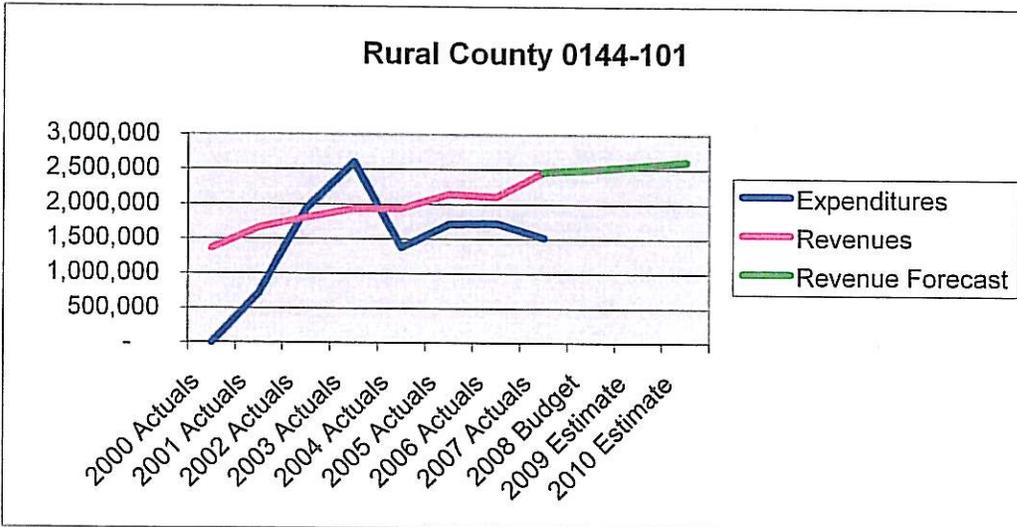
Current Board procedure:

- Operating Transfer to Current Expense for Capital purchases
- Operating Transfer to Fairgrounds Improvement of \$100,000

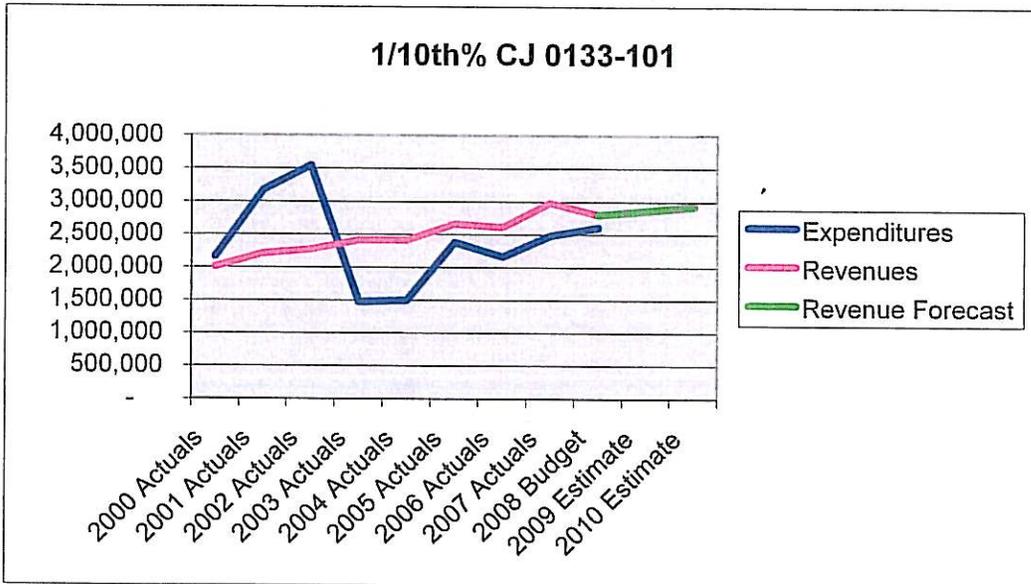


Current Board procedure:

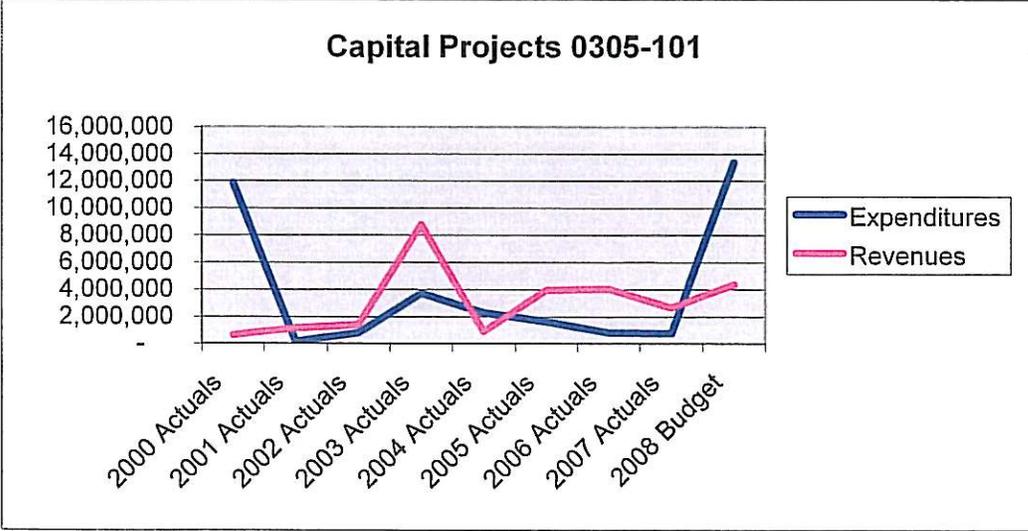
- Health Building Bond \$250,000 per year
- Fairgrounds Improvement fund for one time construction projects



Current Board procedure:
 ENTIRE FUND is obligated for the Justice Center Bond payment
 per interlocal agreement



Current Board procedure:
 Current Expense for Jail Operations \$900,000
 Juvenile Center \$165,000
 Justice Center Expansion Fund \$1.4 million



Current Board procedure:
 Tentatively \$15 million in projects

DeWitt County Current Expense 2009 - 2014 Revenue and Expenditure Forecast (Assumption of Baseline Budget)

	2007	2008	2009	2010	2011	2012	2013	2014
Revenues:								
Beginning Fund Balance	\$ 9,680,612	\$ 12,126,011	\$ 10,716,283	\$ 13,320,019	\$ 15,180,094	\$ 16,879,589	\$ 17,993,291	\$ 18,827,500
4.4 Beginning Fund Balance without the anticipated surplus/(deficit)	\$ 9,680,612	\$ 12,126,011	\$ 9,357,221	\$ 12,041,650	\$ 13,668,128	\$ 15,512,513	\$ 16,579,510	\$ 17,365,392
Anticipated surplus/(deficit)			\$ 1,358,063	\$ 1,278,369	\$ 1,321,966	\$ 1,367,086	\$ 1,413,781	\$ 1,462,108
Expenditures:								
Taxes	\$ 25,924,481	\$ 25,753,030	\$ 27,066,005	\$ 27,904,988	\$ 29,097,116	\$ 29,958,506	\$ 31,179,350	\$ 32,120,301
Licenses & Permits	\$ 33,070	\$ 35,432	\$ 35,012	\$ 35,817	\$ 36,641	\$ 37,464	\$ 38,286	\$ 39,108
Intergovernmental Revenues	\$ 14,683,020	\$ 15,445,801	\$ 15,646,848	\$ 15,842,724	\$ 16,044,082	\$ 16,247,383	\$ 16,426,029	\$ 16,631,340
Charges for Goods & Services	\$ 3,894,126	\$ 3,819,045	\$ 3,901,412	\$ 4,003,985	\$ 4,101,192	\$ 4,205,911	\$ 4,326,655	\$ 4,441,070
Fees & Fertilizers	\$ 2,680,185	\$ 2,679,228	\$ 2,740,651	\$ 2,803,990	\$ 2,868,380	\$ 2,934,392	\$ 3,001,842	\$ 3,070,885
Miscellaneous Revenue	\$ 4,337,135	\$ 2,400,126	\$ 2,138,629	\$ 1,903,090	\$ 1,917,495	\$ 1,932,272	\$ 1,947,389	\$ 1,962,854
Other Financing Sources	\$ 1,328,682	\$ 1,420,662	\$ 932,078	\$ 933,186	\$ 934,341	\$ 935,546	\$ 936,802	\$ 938,112
Total Revenue	\$ 52,821,479	\$ 51,563,715	\$ 52,461,133	\$ 53,426,750	\$ 55,005,846	\$ 56,281,184	\$ 57,556,422	\$ 58,203,700
Total Resources (Revenues plus Fund Balance)	\$ 62,502,091	\$ 63,689,725	\$ 63,778,417	\$ 66,746,789	\$ 70,195,940	\$ 73,130,762	\$ 75,649,713	\$ 78,031,289
Expenditures:								
General Government	\$ 18,827,401	\$ 20,380,599	\$ 20,714,622	\$ 21,423,338	\$ 22,159,855	\$ 22,916,046	\$ 23,701,912	\$ 24,515,078
Security of Persons and Property	\$ 20,841,188	\$ 21,630,581	\$ 22,386,311	\$ 23,168,492	\$ 23,978,049	\$ 24,815,941	\$ 25,683,159	\$ 26,580,729
Physical Environment	\$ 999,182	\$ 1,029,577	\$ 1,064,797	\$ 1,101,664	\$ 1,139,600	\$ 1,177,451	\$ 1,215,280	\$ 1,253,098
Economic Development	\$ 597,684	\$ 616,582	\$ 640,233	\$ 662,841	\$ 686,833	\$ 709,637	\$ 734,882	\$ 760,359
Mental and Physical Health	\$ 687,374	\$ 980,502	\$ 993,889	\$ 1,007,704	\$ 1,022,032	\$ 1,036,843	\$ 1,052,182	\$ 1,068,058
Culture and Recreation	\$ 455,541	\$ 471,485	\$ 487,987	\$ 505,068	\$ 522,744	\$ 541,040	\$ 559,976	\$ 579,576
Capital Outlay	\$ 447,213	\$ 823,729	\$ 842,413	\$ 848,865	\$ 856,203	\$ 863,546	\$ 870,893	\$ 878,243
Operating Transfers	\$ 7,211,509	\$ 8,387,271	\$ 4,430,082	\$ 4,588,135	\$ 4,745,615	\$ 4,903,381	\$ 5,061,622	\$ 5,220,368
Total Expenditures	\$ 50,376,082	\$ 54,322,508	\$ 51,134,787	\$ 52,078,641	\$ 54,683,427	\$ 56,551,253	\$ 58,484,322	\$ 60,484,916
Increase/(Decrease) Fund Balance	\$ 2,445,387	\$ (2,706,790)	\$ 1,326,367	\$ 540,109	\$ 322,419	\$ (300,089)	\$ (627,500)	\$ (1,261,126)
Residual Equity Transfer								
Required Fund Balance (13%)	\$ 6,548,991	\$ 7,081,926	\$ 6,947,520	\$ 6,874,223	\$ 7,108,846	\$ 7,351,683	\$ 7,602,982	\$ 7,863,039
Estimated Ending Fund Balance	\$ 12,126,011	\$ 9,357,221	\$ 12,041,650	\$ 13,868,128	\$ 15,512,513	\$ 16,879,510	\$ 17,993,291	\$ 17,546,374
Budget Policy Surplus or (Deficit)	\$ 5,577,121	\$ 2,295,296	\$ 5,394,130	\$ 6,993,904	\$ 8,403,667	\$ 9,227,847	\$ 9,782,430	\$ 9,683,335
What if scenario - amount carried forward if budgets are 2.5% underspent								
Budget	\$ 54,322,505	\$ 51,134,787	\$ 52,078,641	\$ 54,683,427	\$ 56,551,253	\$ 58,484,322	\$ 60,484,916	\$ 62,502,091
Budget Surplus/(Deficit)	\$ (2,768,790)	\$ 1,326,367	\$ 546,109	\$ 322,419	\$ (300,089)	\$ (627,500)	\$ (1,261,126)	\$ (2,445,387)
Unexpended Budget (2.5%)	1,358,063	1,278,369	1,321,966	1,367,086	1,413,781	1,462,108	1,511,123	1,560,138
Anticipated Surplus/(Deficit) to apply to fund balance	\$ (1,410,729)	\$ 2,604,736	\$ 1,870,075	\$ 1,689,505	\$ 1,113,692	\$ 834,208	\$ 230,997	\$ (1,261,126)

9:35

RECEIVED
JUL 14 2008
BENTON COUNTY
COMMISSIONERS

From: Claude Oliver
To: Flores, Marilu
Date: 7/14/2008 1:51:49 PM
Subject: Fwd: RE: Metropolitan Park District

Marilu:

The meeting on the 21st is a "5 minute weigh in" for Commissioner Bowman, Benitz and Oliver to see if a majority of the Board wishes to support the creation of a Metropolitan Park District that Benton City is requesting.

On the 21st, if a majority of Commissioners want to authorize a Metropolitan Park District to go to vote, then Mr. Brown will proceed to draw up ballot resolution with Mr. Kerr for official Benton County Commissioner action at our August 11, 2008, meeting.

Thanks, Claude

Claude Oliver
Benton County Commissioner
District 3
P.O. Box 190
Prosser, WA 99350
Phone: (509) 736-3080 or (509) 786-5600
Fax: (509) 786-5625

>>> Marilu Flores 7/14/2008 1:18:25 PM >>>

Claude: I thought you had authorized this matter be on our Board agenda for August 11th per Mr. Kerr's request (correspondence dated 07/01/08). Are you wanting to schedule this matter in addition to the 11th? Please advise.....Marilu

Marilu Flores
Administrative Secretary
Benton County Commissioners Office
PO Box 190
Prosser WA 99350
(509) 786-5600 - office
(509) 786-5625 - fax

>>> Claude Oliver 7/14/2008 11:48 AM >>>

Marilu: Please let Ryan know the time for Board Consideration of the Benton City Metropolitan Park issue.

Thanks, Claude

Claude Oliver
Benton County Commissioner
District 3
P.O. Box 190
Prosser, WA 99350
Phone: (509) 736-3080 or (509) 786-5600
Fax: (509) 786-5625

>>> Ryan Brown 7/14/2008 10:13:27 AM >>>

Thanks, Claude. Could you have Marilu let me know the time?
Ryan

>>> Claude Oliver 7/14/2008 9:52 AM >>>

Marilu: Schedule discussion of creation of the Benton City Metropolitan Park Considerztion at our next

Board Meeting.
Thanks, Claude

Claude Oliver
Benton County Commissioner
District 3
P.O. Box 190
Prosser, WA 99350
Phone: (509) 736-3080 or (509) 786-5600
Fax: (509) 786-5625

>>> Ryan Brown 7/9/2008 2:59:38 PM >>>
Gentlemen:

I would be happy to work with Mr. Kerr as to the form of a resolution for the BOCC to authorize the creation and ballot submission of a metropolitan park district near Benton City if that is the wishes of the Board.

However, to my knowledge the Board has not discussed this topic in detail, if at all. I would like to request that the Board discuss this matter at a meeting on either July 21 or July 28 and make a board determination that it is willing to seriously consider taking this action before the PA's office spends time on this.

We all have a lot to do, and I would prefer not to spend my time on this project if the board is not serious about putting this matter to the voters.

Please advise if you will be discussing this at an upcoming meeting and let me know the date and time.

Ryan

Ryan K. Brown, Chief Deputy (Civil)
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

>>> Claude Oliver 7/9/2008 2:51 PM >>>
Mr. Keer: Please work with Mr. Brown "as to form" for Benton City Park resolution.
Thank You, Claude

Claude Oliver
Benton County Commissioner
District 3
P.O. Box 190
Prosser, WA 99350
Phone: (509) 736-3080 or (509) 786-5600
Fax: (509) 786-5625

>>> Commissioners 7/8/2008 3:36:55 PM >>>

>>> "Leland Kerr" <lkerr@kerrlawgroup.net> 7/8/2008 1:28 PM >>>

Thank you. We look forward to meeting at that time. We are also hoping that the Commissioners will entertain a Resolution at that time. I would appreciate authorization to work with the Deputy Prosecuting Attorney to prepare a form of Resolution for consideration by the Commissioners at that meeting.

LELAND B. KERR

Attorney

KERR LAW GROUP | Attorneys at Law | A Professional Limited Liability Company | www.kerrlawgroup.net
: lkerr@kerrlawgroup.net | : 509.735.1542 | 7: 509.735.0506 | | 7025 W. Grandridge Blvd. Suite A .
Kennewick . Washington . 99336

This E-Mail message and any documentation accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance upon the contents of this E-Mail information is strictly prohibited and may result in legal action against you. Please reply to the sender advising him/her of the error in transmission and immediately destroy the message and any accompanying documents. Thank you.

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

From: Commissioners [<mailto:Commissioners@co.benton.wa.us>]

Sent: Tuesday, July 08, 2008 11:02 AM

To: lkerr@kerrlawgroup.net

Cc: claudeoliver@aol.com ; Claude Oliver; David Sparks; Leo Bowman; Loretta SmithKelty; Max Benitz; Mike Shuttleworth; Ryan Brown; lb.jb@verizon.net

Subject: Metropolitan Park District

Mr. Kerr:

The Board of County Commissioners is in receipt of your July 1, 2008, correspondence in referenced to the above-mentioned matter. I have been authorized to grant your request for placement on the Board of Commissioners' agenda for Monday, August 11, 2008. Time has been allotted at 9:05 am at the Commissioners' Conference Room, 3rd floor, Prosser Courthouse.

CC: Benitz, Max; Bowman, Leo; Brown, Ryan; lb.jb@verizon.net; SmithKelty, Loretta; Sparks, David

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>07/21/08</u> Subject: _____ Prepared by: <u>Isk</u> Reviewed by: <u>Isk</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction X	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop X

9:40

BACKGROUND INFORMATION

Gary Hall, PE, Hall Engineering Associates, requesting a sewer easement on Benton County owned, Lot 2 of Attachment "A", approached the Benton County Commissioners Office. Attachment "B" indicates the location and layout of the proposed sewer easement from Lot 2 to Mr. Hall's client's property.

The following options are available:

1. Sell Lot 2 to Mr. Hall's client for the assessed value of \$160,850 or the fair market value of \$103,401 established by Markel Property.
2. Sell the portion of Lot 2 in which Mr. Hall's client proposed sewer easement based upon either the assessed or fair market values stated in Option 1.
3. Deny the proposal.

FISCAL IMPACT

None.

Executive Summary / Capital Improvement Plan

Background

Crow Butte Park, developed in the 1970's, is owned by the Army Corps of Engineers. The Port of Benton reached a twenty-five year lease agreement with Corps of Engineers in 2007 to operate and maintain this "centerpiece" of the local community of southwest Benton County and southeast Klickitat County. It has served as a destination site for camping, boating, fishing, and hiking since construction was completed in 1977. The State of Washington operated the park within the State Park system from 1977 until their closing of the Park, during the fall of 2002, due to State budgetary issues.

Local residents and businesses protested the Park's closing. The significance of the Park's importance to the local community was validated in 2003 when a non-profit organization, identified as the Crow Butte Park Association, was created by a group of local businesses and residents. They reached a lease agreement with the Corps of Engineers to operate and maintain the Park. Due to the financial difficulties of operating and maintaining a thirty year old Park facility that had not had ongoing system upgrades, the Crow Butte Park Association contacted the Port of Benton to assume Park operations and maintenance responsibilities. Upon the Port's finalizing the Park lease with the Cops of Engineers, Klickitat County and Benton County each pledged their financial support to the Port of Benton, as each have budgeted \$50,000 per year over the next three years to support the Park's significant needs for facility upgrades as well as Capital improvements.

Master Plan

The Port of Benton's staff has taken aggressive steps to determine the Park's existing conditions, future needs, and concepts for numerous options for facility improvements and upgrades. The Master Plan, representing a twenty-year planning period, will provide guidance to the Port concerning Park's future projects and services. This planning process is intended to be an on-going effort with continual updates to reflect current status and the continuous need to reflect those accomplishments, revisions and financial commitments. The maintenance of the Park facilities, proposed construction of new improvements, and changes in services provided are intended to strengthen the Park's attraction and increase the number of guests using the facility.

Capitol Improvement Program

The construction of a projects, such as the proposed new community center building (Grange Hall facility), will solidify the Park's use for events ranging from family reunions to local business meetings. The related list of CIP projects has been prepared based on the Port's policy of attracting and supporting local activities while also promoting the Park's primary purpose and function as a regional recreational facility.

Projects identified in the Master Plan are categorized into three phases and presented numerically by order of priority. Phase I projects are scheduled to be completed from 2008 through 2010. Phase II projects from 2011 through 2017, and Phase III projects beginning in 2018 and implemented through 2033. Engineering, permitting and construction for short-term projects would begin in 2008.

Crow Butte Park
Master Plan Executive Summary

Port of Benton
February, 2008

Day Use Area Projects: Cost: \$ 1,357,000

• 1) Crack Seal Parking Lots	20,000	
• 2) Improve Kiosk, Vicinity Map, Signs	15,000	
• 3) Repair Outside/Security Lighting	45,000	
• 4) Expand/Remodel Concession Area	85,000	
• 5) New First Aid Facility	15,000	
• 6) New Playground Facility	75,000	
• 7) New Large Gazebo w/Stage	100,000	
• 8) Fish Cleaning Station	25,000	
• 9) Community Center Building (CCB)	750,000	
• 10) Pathway & Delivery Access Road (CCB)	30,000	
• 11) Turf (Lawn) @ CCB	47,000	
• 12) Beach - Expanded Beach & Turf Area	150,000	
Total		\$ 1,357,000

Camping Area Projects: Cost: \$ 714,500

• 1) Upgrade Electrical @ RV Camp Sites (1 of 3)	200,000	
• 2) Upgrade Electrical @ RV Camp Sites (2 of 3)	200,000	
• 3) Slurry Seal RV Camp Sites/Parking Areas	90,000	
• 4) Upgrade Electrical @ RV Camp Sites (3 of 3)	160,000	
• 5) Self-Serve Laundry Facility	64,500	
Total		\$ 714,500

Ancillary Facility Expansion or Rehab: Cost: \$ 2,154,300

• 1) Upgrade windows in Park Ranger's Residence	5,000	
• 2) Remodel / Expand Park Ranger's Office & Shop	35,000	
• 3) Paint Gazebo & Well-House	5,500	
• 4) Repair / Upgrade Irrigation Pump & Pipe	20,000	
• 5) Chip Seal Main & Access Roads	52,500	
• 6) Install Security Fencing around Well-House	3,000	
• 7) Upgrade Toll / Security Booth, Add Restroom	45,000	
• 8) Renovate Irrigation Pump Dock	20,000	
• 9) Expand / Upgrade Group Camp Facility	50,000	
• 10) Upgrade Dump Station Area	7,500	
• 11) Replace Restroom at Group Camp Facility	30,000	
• 12) Construct Multi-Use Pathway Throughout Park	208,000	
• 13) Construct Tour Boat Loading / Unloading Dock	45,000	
• 14) Main Road Wayfaring Signing & Landscaping	35,000	
• 15) Pave Group Camp Parking Lot & Access Road	51,800	
• 16) Construct Access - Marina Fuel Facility	65,000	
• 17) Construct Covered Mooring / Boat Slips	645,000	
• 18) Sanitary & Water System Rehabs	60,000	
• 19) Install Marine Fueling Facility	246,000	
• 20) Expand Marina Boat Launch Ramp	30,000	
• 21) Rehab Floating Docks - Marina & Tour Boat	50,000	
• 22) Construct 18 Additional RV Campsites	445,000	
Total		\$ 2,154,300
Grand Total		\$ 4,225,800

10:10

Executive Session

Potential Litigation

D. Sparks