

August 4, 2008

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

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

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Planning Manager Mike Shuttleworth; Susan Walker, Planning; Public Works Director Ross Dunfee; Safety/Training Coordinator Bryan Perry; Ed Thornbrugh, Human Services; DPA Ryan Brown; Steve Becken, Public Works; DPA Kathleen Fitzgerald; Lisa Small, Commissioners' Office; Brenda Chilton and Susie Christopher, Auditor's Office; and Treasurer Duane Davidson.

Approval of Minutes

The Minutes of July 21, 2008 were approved.

Consent Agenda

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

Auditor

- a. Letter to WA State Auditor's Office

Facilities

- b. Procurement of Office Furniture for Courtroom TI Project
- c. Notice of Completion of High Speed Rolling Doors

Fairgrounds

- d. Service Contract w/Cascade Fire Protection Co.
- e. Rescinding Resolution 08-638, Lease Agreement w/WSU Extension Office
- f. Lease Agreement w/WSU Extension Office

Human Services

- g. Agreement w/United States Department of Housing & Urban Development
- h. Travel Expense Reimbursement

Road/Engineer

- i. Approval of Supplement No. 6 to Consultant Agreement w/David Evans & Asso., Inc.
- j. Granting Franchise to C & M Orchards, Inc.
- k. Granting Franchise to Kennewick Irrigation District

Sheriff

- l. Contract w/Property Room.com

Other Business

WSAC Appointment

Commissioner Bowman said the WSAC Transportation Committee had asked him to Chair the committee and he would accept the appointment, with the Board's concurrence. The Board agreed.

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

Public Hearing – Title 16

Mike Shuttleworth presented the proposed ordinance relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, and adding a new chapter to Title 16. Mr. Shuttleworth stated that attorney John Ziobro's comments were attached to the Planning Commission's recommendation and requested amendments be accepted every two years instead of five. In the alternative, he said if applications were accepted every five years, he requested that applications deemed as incomplete be resubmitted the following year. Mr. Shuttleworth said the Planning Commission considered Mr. Ziobro's requests and decided against them.

Public Testimony

John Ziobro, attorney representing Thayne Wiser, spoke in favor of his request to allow urban growth area amendments every two years, or the following year if deemed incomplete. He said they were looking for a safety net to reevaluate a proposal that was deemed incomplete before the next five-year application process. He said he did not believe it would open the door for abuse, because it would be done hand in hand with the City and would be resubmitted by the City, not the applicant. He requested the Board consider one of the two options presented.

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

Mr. Shuttleworth suggested a change to allow the applicant 90 days to complete the process as was currently allowed by the project permit application process. He indicated the Planning Department was opposed to changing the ordinance as requested.

Commissioner Bowman said that five years was a lifetime in the life of a developer and concurred that five years was too long to wait between applications. He indicated he would

concur with allowing an additional 120 days if the application was deemed incomplete, if not more.

Commissioner Benitz said he also believed that a five-year period was too long and encouraged the Board to adopt a two-year period. He said he also agreed with allowing an additional one-year period for incomplete applications.

Chairman Oliver said he agreed with Commissioner Benitz' approach to allowing UGA amendment applications every two years and incomplete applications to be submitted the following year.

Susan Walker indicated the process of UGA submittals was between the counties and the cities and could see this being a real problem by requiring the cities to complete a capital facilities plan for the UGA process every two years at \$70,000 a pop. She indicated there were probably 3,000 acres available in the Richland UGA and the Planning Department would have to use that to defend the County's property for agricultural uses when the new UGA proposals were submitted.

In response to a question by Commissioner Bowman on whether this would put undue stress on the cities, John Ziobro said the developer could bear that cost if they were motivated. He indicated the process started with the interest of the developer, but the City makes the recommendation for the UGA amendment and the County wouldn't see a proposal unless the City made the analysis and recommendation.

Commissioner Bowman said he would concur with the two-year application process.

The public hearing was continued to August 18, 2008 at 9:05 a.m. in the Commissioners' Conference Room, Benton County Courthouse.

Barker Ranch Presentation

Bart Gallant, President of Barker Ranch, LLC and Michael Crowder gave the Board an overview of its application to the Planning Department to be included in the "hunting preserve" permitted use clause of the "five acre rural lands" zoning designation of the Comprehensive Plan. Mr. Gallant said this was part of Barker Ranch's efforts to secure the right to use the property as a hunting club for posterity.

He said they spent a year developing the plan for wetland preservation, have excellent relationships with the current neighbors, but have concern about the unknown and people that are not there yet. Mr. Gallant said this presentation was to apprise the Board of their plan in advance of the application coming before the Board.

Continued Public Hearing – Piert Road Establishment

Ross Dunfee and Steve Becken reviewed the memo dated July 22, 2008 and said this continued public hearing was for the establishment of Piert Road. Additionally, it was stated the funding for relocation of any systems had not been calculated for any of the alternative routes.

Commissioner Benitz said he was in support of Alternate 7, the blue alignment.

Chairman Oliver said he was in support of Alternate 6 and the possible creation of a CRID for cost allocation of the road.

Commissioner Bowman said that Route 6 seemed to be acceptable to more people than not and it would open up land and make it more useable for business ventures. He said he would also concur with the philosophy of a CRID creation.

The Board directed Mr. Dunfee and Mr. Becken to meet with folks and bring back information regarding the CRID.

The public hearing was continued to September 15, 2008 at 9:05 a.m.

The Board briefly recessed, reconvening at 10:08 a.m.

Public Hearing – Dangerous Dog Ordinance Amendment

Lisa Small and Captain Keene (via/videoconference) presented the proposed ordinance amendment regarding dangerous dogs. Captain Keene stated he had just received the newest changes to the amendment this morning, and asked the Board to continue the hearing if they had any questions regarding the changes that he could not answer.

Ms. Small said the amendment included the full cost of impoundment to be incurred by the owner and reflecting dangerous dogs only, not animals.

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

MOTION: Commissioner Bowman moved to adopt the ordinance relating to potentially dangerous dogs and dangerous dogs. Commissioner Benitz seconded and upon vote, the motion carried.

Public Hearing – Dissolution of Country View Water Sewer District

Loretta Smith Kelty, DPA Kathleen Fitzgerald, and Treasurer Duane Davidson presented an ordinance for the dissolution of Country View Water Sewer District.

Mr. Davidson said they first sent a letter in 2001 asking the District to get in full compliance with the law and have since given ample opportunities to comply. He indicated they have already taken on the responsibility as a private water district and the Board should proceed with dissolution of the district.

Ms. Fitzgerald said they have the right to be under the County umbrella and County Treasurer services and they have never sought that service. She said she contacted their attorney and they did not oppose this action and Ms. Fitzgerald was satisfied they were fully aware of this action and the consequences.

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

MOTION: Commissioner Benitz moved to approve the dissolution of Country View Water and Sewer District. Commissioner Bowman seconded.

Discussion

Commissioner Bowman wanted to know how the District had been deemed as “inactive”. Ms. Fitzgerald said there were two parts to determine whether a district was inactive. One was whether or not they were conducting an election and the other was whether or not they were performing their functions as required by statute. She indicated they were not turning over their books to the Treasurer, as required by statute.

Upon vote, the motion carried.

Plymouth Feasibility Study

Scott Keillor and Todd Chase, Columbia Planning & Design gave a Powerpoint presentation on the South Benton County Feasibility and Needs Assessment Study. The presentation included the following information:

- Project Objectives
- Population, employment and target industries
- Alternative 20-Year Growth Scenarios
- Planning Level Cost Estimates
- Low and Strategic Growth Implementation; Incorporation Implementation
- Conclusions

The Board briefly recessed, reconvening at 11:05 a.m.

Animal Control Ordinance Review

Adam Fyall and DPA Ryan Brown presented a draft animal control ordinance based on feedback from commissioners, the animal control task force, and West Richland.

Commissioner Bowman requested minor changes to the ordinance, including the owner notification section, redemption costs, violation and penalty section and had questions about the issue of whether or not to include the rescue groups and spay/neuter groups.

Commissioner Benitz said he was in favor of an ordinance that included the following: include all domesticated animals; leash law and licensing to help defray the cost of funding; increase the violations to \$300 for the first violation, \$600 for the second violation, and \$1,000 for third violation; create a new agency under the Benton County Sheriff's office and build a new facility to be operated at property on Badger Road; put a proposal together for a Benton County animal shelter operations with FTE's to be operated 24 hours a day and 7 days a week; prepare the proposal so everyone was aware of the full cost, and then hold public hearings for public input.

Chairman Oliver said he agreed that cats could be included in the proposal and asked Commissioner Bowman about his thoughts.

Commissioner Bowman said he was opposed to the proposal by Commissioner Benitz and felt that a partnership with W. Richland, as outlined, would be more cost effective at this point.

Chairman Oliver indicated there were a lot of groups that were willing to participate in the process and should be approached about partnering on this project. Additionally, he discussed completing a dangerous animal control and facilities study.

Layne Erdman, City of W. Richland, said they had already completed a research on facilities and such and could provide copies of all the compiled data.

Captain Keene via/videoconference, said the Sheriff was committed to whatever would provide the best service and would not have a problem doing this if they had proper staffing. He said the animal at large issue was a huge issue and the Sheriff was willing to do whatever was necessary. He discussed the possibility of limited commissions to write citations and the work crew assisting with the maintenance of a facility.

The majority of the Board agreed to look at minor changes as requested by Commissioner Bowman and a proposal for costs with and without cats.

Commissioner Oliver individually requested Mr. Fyall to set up a meeting with the advocate groups to see what they are doing and that he wanted to be included in that meeting. He said he wanted to explore the possibility of taking their input and reflecting it through the County and City.

Commissioner Bowman stated that Commissioner Oliver's request was separate direction from what the Board had directed regarding the draft ordinance.

Letter to Department of Ecology – Yakima Basin Water Study

Mr. Fyall presented a draft letter to Department of Ecology regarding the Yakima River Basin DS and SDEIS. The Board agreed to send the letter.

Executive Session – Potential Litigation

The Board went into executive session at 11:50 a.m. for approximately 30 minutes to discuss potential litigation via/telephone conference with Attorney Mark Johnson. Also present were David Sparks, Melina Wenner, Loretta Smith Kelty, Roy Rogers, Bryan Perry, and Cami McKenzie. The Board came out of executive session at 12:01 p.m. Mr. Sparks announced that no decisions were made, but direction was given.

Other Business

Human Services/Benton-Franklin CAC

David Sparks said that he and Loretta would be meeting with Fred Bowen, Human Services and Benton-Franklin CAC today at 2:00 p.m. to nail down the scope of work and hopefully set up a bi-county meeting for the Boards to authorize it.

Chip Seal Program

Ross Dunfee stated that Benton County's chip seal program was now completed, however, there were other counties that could not get started due to the oil shortage. Mr. Dunfee said he wanted the Board to be aware there might be some outrageous prices in the future.

Vouchers

Check Date: 07/25/2008

Warrant #: 903243-903508

Total all funds: \$2,047,753.15

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

Resolutions

- 08-674 Awarding Procurement and Installation of Haworth Office Furniture for the New Courtrooms TI Project to Brutzman's Office Solutions
- 08-675 Notice of Completion for the Procurement and Installation of High-Speed Rolling Doors
- 08-676 Service Contract with Cascade Fire Protection for the Benton County Fairgrounds
- 08-677 Rescinding Lease Agreement Between Benton County Fairgrounds and WSU Extension Office, Resolution 08-638
- 08-678 Approving the Lease Agreement Between Benton County Fairgrounds and WSU Extension Office
- 08-679 Agreement for Rental Assistance Program Between Benton & Franklin Counties and the United States Department of Housing & Urban Development
- 08-680 Supplement No. 6 to the Agreement with David Evans and Associates, Consultant Agreement for Engineering and Design – Webber Canyon Road & BNSF RR Underpass Bridge at Kiona
- 08-681 Granting a Franchise to C & M Orchards for a Waterline Distribution System
- 08-682 Service Agreement Between Benton County and PropertyRoom.Com to Sell Unclaimed Property at Public Auctions
- 08-683 Adoption of Ordinance 463 Relating to Potentially Dangerous Dogs and Dangerous Dogs

- 08-684 Adoption of Ordinance 464 Relating to Dissolution of Country View Water and Sewer District
- 08-685 Granting a Franchise to Kennewick Irrigation District

There being no further business before the Board, the meeting adjourned at approximately 12:04 p.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, FROM DEPARTMENT NUMBER
115 TO DEPARTMENT NUMBER 107

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File

SMITHKELTY

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental Dept Nbr: 115
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept 115

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	\$6,600	514.300	5124	Micro Filming - WA State	\$4,200
				511.100	1905	Temporary Help	\$2,400
TOTAL			\$6,600	TOTAL			\$6,600

TRANSFER TO: Dept 107

Explanation:

Line item transfer needed to pay for Washington State Archival micro filming project. This project was funded by a grant in the amount of \$6,600.

Prepared by: Loretta Date: 24-Jul-2008

Approved Denied Date: _____

Chairman

Member

Member

JOINT RESOLUTION

b

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2008 296

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

**RE: IN THE MATTER OF APPOINTING LEO CRAVEN TO THE BENTON-FRANKLIN
WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position B-8 which represents Private Sector Business, on the Benton-Franklin Workforce Development Council is vacant; and

WHEREAS, Leo Craven, General Manager, Star Fit Fitness Club, 540 N. Colorado, Kennewick, WA 99336, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-8, Private Sector Business;

NOW, THEREFORE, BE IT RESOLVED that Leo Craven is hereby appointed, as of September 1, 2008, to fill Position B-8 representing Private Business Sector, with said term expiring June 30, 2011.

Dated this _____ day of July 2008.

Dated this 23rd day of July 2008.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Claude Oliver, Chair

R. Koch
Robert E. Koch, Chair

Max E. Benitz, Chair Pro Tem

R. Miller
Rick Miller, Chair Pro Tem

Leo M. Bowman, Member

Neva J. Coprum
Neva J. Coprum, Member

Attest:

Attest:

Clerk of the Board

Mary Withers
Clerk of the Board

Originals: Benton County
Franklin County
WDC

cc: Leo Craven



815 N. Kellogg Street, Suite C
Kennewick, WA 99336
509-734-5980
Fax 509-734-5999
www.bentonfranklinwdc.com

EXECUTIVE COMMITTEE

Bob Bertsch
Board Chair
Ashley-Bertsch Group, Inc.

Rick Peenstra
Past Chair
Vice-President
Community First Bank

Mark Reavis
Vice-Chair
Sr. Field Agent IOUE Local #370

Brooke DuBois
Vice-Chair
M.S. Director Benton-Franklin
Community Health Alliance

Lisa Bunch
Vice-Chair
Human Resource Team Lead
Washington Group International

Stephen Harrell
Franklin County-at-Large
RYSC-AmeriCorps

Jim Egan
Benton County-at-Large
James E. Egan, P.S.

COUNTY OFFICIALS

Benton County
Commissioner Claude Oliver

Franklin County
Commissioner Rick Miller

EXECUTIVE DIRECTOR

Michelle M. Mann

July 18, 2008

Benton County Commissioners
Franklin County Commissioners

Dear County Commissioners:

This letter is to inform you that Leo Craven has applied for a vacant position on the Board – Public Sector Business. Please place him on the next available agenda.

Enclosed is a copy of his application and the original resolution. Can you please return an original (copy) of the signed resolution to my attention?

If you have any questions please give me a call.

Sincerely,

Sylvia Duran
Projects Coordinator
509.734.5986

Enc.

**BENTON-FRANKLIN
WORKFORCE DEVELOPMENT COUNCIL**

“WORKFORCE DEVELOPMENT LEADERS”

**APPLICATION FOR MEMBERSHIP
PRIVATE SECTOR REPRESENTATIVE**

The Workforce Investment Act of 1998 stipulates that there shall be a local board composed of members of the private sector, organized labor, education agencies, rehabilitation agencies, community-based organizations, economic development agencies, the public employment services, and public assistance agency. Representatives from the private sector constitute the majority of the membership, and must be owners of businesses, chief executive officers or others who have substantial management or policy responsibility. These representatives shall be chosen from among individuals nominated by general-purpose business organizations.

Expected Commitment:

- Attend scheduled board meetings
- Attend scheduled sub-committee meetings

Vision

The Benton-Franklin Workforce Development Council is a leader of a diverse set of community partners in building a workforce that sustains a high growth, high employment economy in Benton and Franklin Counties.

Mission

To provide employers with skilled, qualified workers and job seekers with career opportunities in Benton and Franklin Counties.

Thank you for your interest in the Benton-Franklin Workforce Development Council. The following information will assist Local Elected Officials in assuring that all pertinent information is considered and criteria dictated by law is adhered to.

Please return this completed application document to:

*Benton-Franklin Workforce Development Council
815 North Kellogg Street, Suite 'C'
Kennewick, WA 99336*

Attn: Sylvia Duran

Name

Leo Craven

Background

What education or skills could you contribute to our board? Please check all that apply.

____ Accounting

X Management

X Public Relations

____ Investment

X Marketing

X Education

Personnel

Fund Raising

Economic Development

Other organizations or volunteer affiliations that have given you experience that would add value to your capacity as a WDC member.

BF-WDC / WorkSource 00-04
Name Type of Organization Date

WA State Board for Free Enterprise Education 03-04
Name Type of Organization Date

Rotary Interact / Riverside Rotarian '93-95, 02-04
Name Type of Organization Date

International Academy of Design - Technology
Western Curriculum - Lewis College Private College 04-06
Name Type of Organization Date

Availability

Can you regularly attend board meetings? Yes No Conflicts
Preferences on meeting times: Day Evening

How many hours per month, in addition to board meetings, could you serve this organization?
5-10

How did you hear about our organization or who referred you?

Former employee

Please describe your reasons for wanting to serve on the Workforce Development Council:

I believe strongly in the potential + purpose of WorkSource. I also have a passion for helping young adults transition into the "real world" and pursue their dreams.

Business Information

Please check one: Private Business Owner (private project - Live Healthy Tri-Cities)
 Chief Executive for Private Sector Business

Note: If you are not a Chief Executive for a private business an authorizing signature is required.

I authorize that this individual is in an executive management position and possesses the appropriate management and policy responsibility to represent the organization below on the Workforce Development Council.

Club Manager

6/20/08

Star Fit Fitness Club

Signature

Name of Business or Company:

^{Title}
~~Life Quest~~ Fitness

Date

Address:

WA

Phone:

509.

Email:

Type of Business:

Fitness Club

Your Job Title:

General ~~Club~~ Manager

Number of Employees:

Approx. 35

Do not write below this line

Nominated for appointment by the following business organization:
(Signature from authorized representative):

Tri-Cities Area Chamber of Commerce

Organization

Executive Director

Signature

Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>08/04/08</u> Subject: <u>Desert Ski 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 X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

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

The Lease Agreement allows the Desert Ski Club to hold their annual Ski and Board Swap Meet and Club Barbeque at the Fairgrounds on November 7-8, 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 Desert Ski Club.

RECOMMENDATION

Move the Lease Agreement with the Desert Ski 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 DESERT SKI CLUB**

WHEREAS, the Desert Ski Club will provide the Benton County Fairgrounds \$1,625.00 to hold a Ski and Board Swamp Meet and Club Barbeque on the grounds November 7-8, 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 Desert Ski 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 Desert Ski 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 Desert Ski 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: **030.08**

EVENT DATE(S): **November 7 - 8, 2008**

NUMBER OF DAYS: **2**

BUILDING(S) / AREA: **Building 2**

LESSEE: **Desert Ski Club, a Washington Non-Profit Corporation**

MAILING ADDRESS: **PO Box 623, Richland, WA 99352**

CONTACT: *Ian Gorton*
~~Rebecca Kranz~~, President

CELLULAR PHONE: **366-5969 – Marty Arntzen**

TIME OF THE EVENT: **Friday 3:00 pm – 8:00 pm, Saturday 9:00 am – 3:00 pm**

TYPE OF EVENT: **Ski and Board Swap Meet, and Club Barbeque Party**

ESTIMATED ATTENDANCE: **1200 over the course of the event**

SELLING TICKETS: YES NO **X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Desert Ski 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. SKI AND BOARD SWAP MEET IN BUILDING 2 ON NOVEMBER 7 – 8, 2008, FRIDAY FROM 3:00 PM UNTIL 8:00 PM, SATURDAY FROM 9:00 AM UNTIL 3:00 PM WITH AN ESTIMATED ATTENDANCE OF 1200 PEOPLE and CLUB BARBEQUE PARTY ON NOVEMBER 8, 2008 FROM 3:00 PM UNTIL 6:00 PM WITH AN ESTIMATED ATTENDANCE OF ~~100~~⁵⁰ 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 November 7, 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 \$ 1,625.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than October 24, 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. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

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 than 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 certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

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 \$ 125.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than 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. Furthermore, said policy shall contain an endorsement providing insurance for liquor liability with a minimum coverage of \$3,000,000 per occurrence and in the aggregate.** Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.
- b. LESSEE shall ensure that all caterers 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 caterers 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 twomillion dollars (\$2,000,000) general aggregate.**
- c. *Policies sufficient to meet these requirements are available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*
- d. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of 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.
- e. 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.
- f. All insurance policies required by this section shall include move-in and move-out days, as well as the event days.

- g. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- h. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- i. 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

SKI AND BOARD SWAP MEET

- 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.

CLUB BARBEQUE PARTY

- c. 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.
- d. 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.
- e. LESSEE is responsible for hiring security personnel of sufficient skill, and sufficient number to ensure the safety and security of the EVENT and its participants. LESSEE is responsible for choosing the security company and contracting with them for services. PROVIDED that the following minimum standards for security services shall be observed:
 - 1. The security services contracted for shall be from a licensed and bonded security company authorized to do business in the State of Washington.
 - 2. The minimum staffing level shall be one security guard for every 100 participants estimated to be present at any given time for this portion of the event, with a minimum of two security guards hired for the EVENT.
 - 3. LESSEE is responsible for ensuring the security services meet the minimum staffing levels above even if actual number of participants exceeds the anticipated number of participants.
- f. LESSEE shall provide written proof of compliance with the minimum-security requirements for the EVENT to LESSOR no less than fifteen (15) days prior to the date of the EVENT, or the first day thereof. Proof must be in the form of a signed contract as well as full contact information of the security company for verification purposes. If proof is not so supplied, then the EVENT will be deemed to be cancelled, LESSEE'S license to use the facilities on the EVENT date(s) will be nullified, and the provisions of the cancellation policy will be utilized.

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

12. SERVING ALCOHOL

SKI AND BOARD SWAP MEET

- a. No alcoholic beverages shall be served at this EVENT.

CLUB BARBEQUE PARTY

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

4. The sale of liquor by individual drink is prohibited.
- c. 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.
- d. 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.

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

16. FAIRGROUNDS CONTACT

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:
Jeff, Farrin, Jim and/or Denise 542-0060
- 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.

Gregory Crawford Vice President

I, ~~Rebecca Kranz, President~~ (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Desert Ski 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: Desert Ski Club

BY: _____
Chairman of the Board

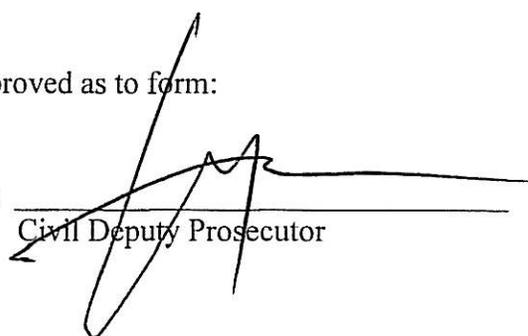
BY: *Gregory Crawford*
Date: 7-16-08

Date: _____

Name: Gregory Crawford
Title: Vice President

Approved as to form:

BY: _____
Civil Deputy Prosecutor



NAME: Desert Ski Club

EVENT DATE: November 7 - 8, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>125.00</u>
Building(s)/Area Fees	\$ <u>1,500.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 1,625.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>08/04/08</u>	Execute Contract	Consent Agenda X
Subject: <u>Oxarc, Inc.</u>	Pass Resolution X	Public Hearing
Prepared by: <u>jcm/dgg</u>	Pass Ordinance	1st Discussion
Reviewed by: <u>Isk</u>	Pass Motion	2nd Discussion
	Board Direction	Workshop

BACKGROUND INFORMATION

The Benton County Fairgrounds is in need of fire extinguisher service and recharging. This service contract will allow Oxarc, Inc. to service and recharge fire extinguishers for an amount not to exceed \$4,000.00 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 Oxarc, Inc.

RESOLUTION

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

**IN THE MATTER OF A SERVICE CONTRACT WITH OXARC, INC. FOR FIRE
EXTINGUISHER SERVICE AND RECHARGING 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 Oxarc, Inc., Pasco, WA for fire extinguisher service and recharging in an amount not to exceed \$4,000 not including W.S.S.T.; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a service contract with Oxarc, Inc. for fire extinguisher service and recharging;
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 Oxarc, Inc. the service contract for fire extinguisher service and recharging at the Benton County Fairgrounds for an amount not to exceed \$4,000 not including W.S.S.T.; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract.

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 **Oxarc, Inc.** a corporation organized under the laws of the State of Washington, with its principal address at 716 S. Oregon St., Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of 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 term of this Contract shall begin when executed by both parties and shall expire on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of fire extinguisher service and recharging.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Mark Caprye, Fire Division Manager
Oxarc, Inc.
716 S. Oregon St.
Pasco, WA 99301
(509) 727-8037 Phone
(509) 547-3103 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 thousand dollars and zero cents (\$3,000.00) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed four thousand dollars and zero cents, (\$4,000.00) 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:

Melina Wenner
Benton County Risk Manager
7122 W Okanogan Pl

Kennewick, WA 99336

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

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

11. PERFORMANCE BOND

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

12. TERMINATION

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

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

13. COMPLIANCE WITH LAWS AND PREVAILING WAGE

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

14. NONDISCRIMINATION

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

15. DISPUTES

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative

shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

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

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

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

BENTON COUNTY

Oxarc, Inc.

Claude Oliver, Chairman
Benton County Commissioner.



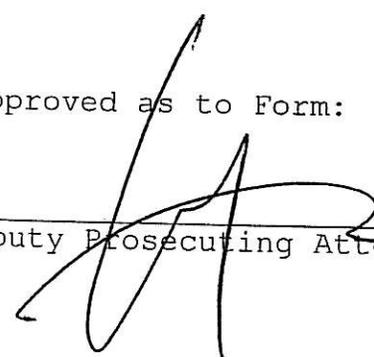
Mark Caprye, Fire Division
Manager

JOSEPH KNIGHTON, FIRE DIVISION

Dated: _____

Dated: 7/30/08

Approved as to Form:



Deputy Prosecuting Attorney

EXHIBIT A

FIRE EQUIPMENT -
SALES/SERVICE/TRAINING
SUPPRESSION SYSTEMS
FIRST AID SUPPLIES
BACK FLOW & HYDRANT
CABINETS/HOSE/FITTINGS
ALARMS/CLEAN AGENTS



OXARC1*020QE Licensed, Bonded, Insured
Washington, Idaho, Oregon

WELDING PRODUCTS
INDUSTRIAL SUPPLIES
BEVERAGE SYSTEMS
SAFETY PRODUCTS
SPECIALTY GASES
INDUSTRIAL GASES
MEDICAL GASES

QUOTATION

TO: ATTN: Jeff MCKENZIE
Company: Benton County Fairgrounds
Fax: _____
Phone: 586-9211 #200

FROM: Date: July 11, 2008
Fire Tech: Tom Roueche
Phone: 509 727-8037
Branch pasco Sheet 1 of 1

WE PROPOSE TO FURNISH THE FOLLOWING:

Prices good for 90 days from date of Quote

Quantity	Part Number	Description	Unit Price	Total Price
		Fire extinguisher service and recharging for 2009, not to exceed \$3000.00 dollars.		

TERMS: NET 30 DAYS

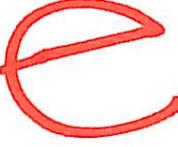
Thank you for your interest in the products we distribute.

Comments:

SERVING YOUR AREA...

Boise, Idaho	(208) 376-0377	Coeur d'Alene, Idaho	(208) 765-3311	Colville, Washington	(509) 684-3776
Ellensburg, Washington	(509) 925-1518	Hermiston, Oregon	(541) 567-7377	La Grande, Oregon	(541) 663-9416
ewiston, Idaho	(208) 743-6571	Moses Lake, Washington	(509) 765-9247	Nampa, Idaho	(208) 442-8910
Jkanogan, Washington	(509) 826-3205	Pasco, Washington	(509) 547-2494	Spokane, Washington	(509) 535-7794
Walla Walla, Washington	(509) 529-3060	Wenatchee, Washington	(509) 662-8417	Yakima, Washington	(509) 248-0827

WWW.OXARC.COM

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>08/04/08</u> Subject: <u>Riggle Plumbing Inc.</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing
Prepared by: <u>jcm/dgg</u> Reviewed by: <u>Isk</u>		1st Discussion 2nd Discussion 
		Workshop

BACKGROUND INFORMATION

The Benton County Fairgrounds may in the future need plumbing repair services and has solicited Riggle Plumbing Inc. for a blanket service contract. This contract is for as needed and emergency services and the contract amount will not exceed \$10,000.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the blanket service contract and recommend approving the contract with Riggle Plumbing Inc.

RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE CONTRACT FOR "AS NEEDED"
PLUMBING SERVICES 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 Riggle Plumbing Inc. for various projects as this contractor is familiar with the Benton County Fairgrounds and is readily available and willing to provide services for the Fairgrounds when needed; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a blanket service contract with Riggle Plumbing Inc., Kennewick, WA – Contractor's License No. RIGGLPI066CM to be put in place for "as needed" plumbing services for the Benton County Fairgrounds for small projects costing less than \$10,000; and

WHEREAS, this blanket contract would allow the Fairgrounds Maintenance Supervisor and fairgrounds personnel to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the contract and Riggle Plumbing Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommendations and hereby awards Riggle Plumbing Inc. the blanket service contract for "as needed" services at the Benton County Fairgrounds for an amount not to exceed \$10,000 including WSST; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Riggle Plumbing Inc. with its principal offices at 6508 W Deschutes Ave., Kennewick, WA 99336 hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

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

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

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

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

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Tyrone Riggle, President
6508 W Deschutes Ave.
Kennewick, WA 99336
(509) 735-3916 Phone
(509) 735-1136 Fax
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 736-3080 Phone
(509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for plumbing repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR

under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the plumbing services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY'S contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY'S contract representative.

Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for

the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or

CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

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

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. Additionally, CONTRACTOR shall procure and maintain employer's liability coverage providing up to \$1

million in coverage for injuries or death by accidental means and for disease suffered by employees.

- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.

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

- d. Other Insurance Provisions:
 - 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
 - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
 - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
 - 4) Any failure to comply with reporting provisions of the

policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the

underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- 11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

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

10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after

date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

11. TERMINATION

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor &

Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the 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.

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt

mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

18. SEVERABILITY

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

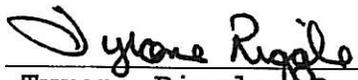
IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

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

BENTON COUNTY

Riggle Plumbing Inc.

Claude Oliver, Chairman
Benton County Commissioner

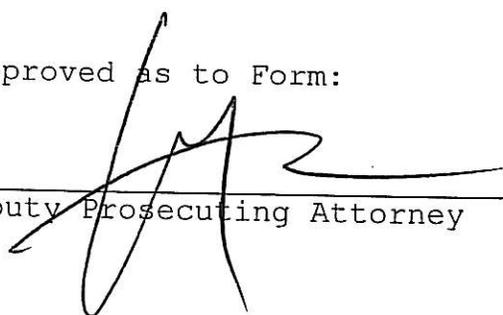


Tyrone Riggle, President

Dated: _____

Dated: 7-30-08

Approved as to Form:



Deputy Prosecuting Attorney

EXHIBIT A



6508 W. Deschutes Ave.
 Kennewick, WA 99336

(509)735-3916 Office
 (509)735-1136 Fax

PROPOSAL

DATE	PROPOSAL #
7/24/2008	4482

NAME / ADDRESS
Benton County Fairgrounds Attn: Jeff McKenzie 1500 S. Oak Kennewick, WA 99336

PHONE NUMBER	(509)586-9211 X1200
JOB NAME/LOCATION	
2008 Plumbing Contract	
FAX NUMBER	

Riggle Plumbing, Inc. proposes to perform the following scope of work. The customer is not obligated to have the proposed scope of work performed and Riggle Plumbing, Inc. is not obligated to perform the following scope of work until a contract is executed.

DESCRIPTION

Riggle Plumbing, Inc. would like to be considered for plumbing services for the 2008 calendar year.

The following is a list of hourly wages for a Journeyman Plumber:

- Regular Hours: (7:00 AM to 3:30 PM Monday - Friday) \$122.02 per hour
- Overtime Hours: (3:30 PM to 11:00 PM Monday - Friday) \$183.03 per hour
- Doubletime Hours: (11:00 PM to 7:00 AM Monday - Friday) \$244.04 per hour
- Overtime Hours: (7:00 AM to 3:30 PM Saturday) \$183.03 per hour
- Doubletime Hours: (After 3:30 PM Saturday to Monday Morning) \$244.04
- Doubletime Hours: (Sunday & Holidays) \$244.04 per hour

All price are labor only. Materials, taxes & permits are not included.
 Sales Tax

Estimate: \$ 50.00. The Customer is not obligated to pay the estimated cost of the work and Riggle Plumbing, Inc. is not bound to perform the work for the estimated price until a contract is executed.

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 3 days

AUTHORIZED SIGNATURE *C. Riggle*

f

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 08-04-08 F/C 07-30-08		PUBLIC HEARING
SUBJECT: Signature on Contract Amendment with ARAMARK Correctional Services		1ST DISCUSSION
Prepared By: Kathryn M. Phillips		2ND DISCUSSION
Reviewed By: Sharon Paradis		OTHER

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center is currently under a contract for detention food services with ARAMARK Correctional Services. Under Section 2 (Duration of Contract) of the current contract, the term of the contract may be continued for up to four one-year periods. Under Section 5 (Compensation) the rates were increased by 5%. This amendment is to extend the term of the original contract to June 30, 2009 and increase the meal rate for the period of September 1, 2008 through August 31, 2009.

SUMMARY

ARAMARK continues to provide for food services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit and agrees to this extension.

RECOMMENDATION

We recommend that the Boards of County Commissioners approve the Food Services Contract Amendment between the Benton-Franklin Counties Juvenile Justice Center and ARAMARK Correctional Services, as written.

FISCAL IMPACT

The food service rates are included in Juvenile's 2008 approved budget and 2009 proposed budget.

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 are authorized to sign, on behalf of their respective county, the Food Services Contract Amendment between ARAMARK Correctional Services and the Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FOOD SERVICES CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, THUS AMENDING BENTON COUNTY RESOLUTION 06 477 AND FRANKLIN COUNTY RESOLUTION 2006 428, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Food Services Contract Amendment between ARAMARK Correctional Services and Benton-Franklin Counties Juvenile Justice Center 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 and they hereby are authorized to sign, on behalf of their respective county, Food Services Contract Amendment.

DATED this 4th day of August 2008
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 30th day of July 2008
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

FOOD SERVICE CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and ARAMARK Correctional Services, ~~Inc.~~, with its principal offices located at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 (hereinafter referred to as "Contractor").

LLC *DW*
SP

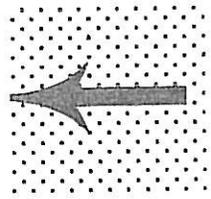
In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 06 477 and executed on August 28, 2006, and Franklin County Resolution No. 2006 428 and executed on August 30, 2006 (the "Contract"), the parties agree to amend the Contract as follows:

1. In accordance with Section 2 of the Contract ("Duration of Contract"), the parties agree to extend the Contract for an additional one-year term. The Contract shall expire on **June 30, 2009**.
2. In accordance with paragraph 5.H. of the Contract, the price per meal charged to the Counties by Contractor under paragraph 5.A. of the Contract shall be changed as a result of changes in the Consumer Price Index. The new price per meal charges are set forth in Attachment A to this Contract Amendment and are incorporated herein by reference. These prices shall be effective as of September 1, 2008 and shall remain firm through August 31, 2009.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

ARAMARK Correctional Services, Inc. LLC <i>DLW SF</i> ARAMARK Tower 1101 Market Street Philadelphia, PA 19107	Benton Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick WA 99336-1388
<i>David Kimmel</i> DAVID KIMMEL <i>DK</i> <i>7/21/08</i>	<i>Sharon A. Paradis</i> <i>6/26/08</i>
Michael Mergioni, Vice President, Finance Date	Sharon A. Paradis Date
<p align="center">BENTON COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><i>[Signature]</i> <i>7/21/08</i> Sarah Perry, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Claude L. Oliver</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p align="center">FRANKLIN COUNTY APPROVAL</p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Robert E. Koch</u> Title: <u>Chairman, Board of Commissioners</u></p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>



ATTACHMENT A

Benton-Franklin Counties Juvenile Justice Center

Sept 1, 2008 – August 31, 2009

<u>Average Population</u>	<u>Meal Price without Sales Tax</u>	<u>Meal Price with Sales Tax</u> <i>(Tax Rate is 8.3%)</i>
30 – 39	\$ 4.102	\$ 4.442
40 – 49	\$ 3.303	\$ 3.577
50 – 59	\$ 3.188	\$ 3.452
60 – 69	\$ 3.135	\$ 3.395

9

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 08-04-08 F/C 07-30-08	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Student Attendance Mentor Program with Regional Service Corps	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Kathryn M. Phillips	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Washington State Commission on National and Community Service sponsors the Regional Service Corp (RSC) with funds under an AmeriCorp grant from the Corporation of National and Community Service. RSC will serve as the program operator as the Student Attendance Mentor for the term of September 1, 2008, through June 30, 2009 for the Benton-Franklin Counties Juvenile Justice Center.

SUMMARY

The goal of the program is to maximize resources available to the community; meet community needs in the areas of literacy and academic success, youth development, public safety, emergency preparedness, civic engagement; and develop in Members the leadership skills needed to be lifelong contributors to the development of healthy and vibrant communities.

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Memorandum of Agreement with Regional Service Corp.

FISCAL IMPACT

Reimbursement to RSC will come from the State Becca funds for services provided.

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 Memorandum of Agreement with Regional Service Corps.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE MEMORANDUM OF AGREEMENT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND REGIONAL SERVICE CORPS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Memorandum of Agreement between Regional Service Corps and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 2, 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 and they hereby are authorized to sign, on behalf of their respective county, the Memorandum of Agreement.

DATED this 4th day of August 2008.

DATED this 30th 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



REGIONAL SERVICE CORPS
AmeriCorps Division



MEMORANDUM OF AGREEMENT

Sponsored by the Washington State Commission on National and Community Service with funds supplied under an AmeriCorps grant.

PROGRAM OPERATOR

Regional Service Corps
1215 W Lewis Street
Pasco, WA 99301
509.546.0180

HOST SITE

Benton-Franklin Counties
Juvenile Justice Center
5606 Canal Pl. Ste. 106
Kennewick, WA 99336
509.783.2151 x 2457

Regional Service Corps, hereinafter referred to as the Program Operator, and Benton-Franklin Counties Juvenile Justice Center, hereinafter referred to as the Host Site, mutually agree that an AmeriCorps project shall be established with the Host Site subject to the Responsibilities and General Provisions embodied in this agreement.

I. PURPOSE

The Corporation for National and Community Service and the Washington State Commission for National and Community Service have approved an AmeriCorps project in Benton and Franklin counties. The goal of the program is to maximize resources available to the community; meet community needs in the areas of literacy and academic success, youth development, emergency preparedness, and civic engagement; and, develop in Members the leadership skills needed to be lifelong contributors to the development of healthy and vibrant communities.

II. TIMEFRAMES

a. Depending on funding and program design restrictions which may not be known until mid-August, this agreement shall be in effect from one of the following:

September 2, 2008 through June 26, 2009

September 15, 2008 through July 14, 2009

or until such time it is terminated by one of the undersigned parties.

b. Subject to approval from WCNCS, the Program Operator may replace any Member who terminates service before completing 30% of his or her term without receiving a pro-rated education award. In no case will replacements of Members occur after February 9, 2009.

In the event that the Program Operator is (by mandate) unable to re-fill or (by circumstance) unable find a suitable replacement within thirty days following the release of the original Member, the Program Operator shall return a pro-rated share of the match paid by the Host Site, less reasonable termination and/or recruitment expenses.

c. This agreement is subject to the availability of AmeriCorps program funds.

III. RESPONSIBILITIES OF THE HOST SITE

- a. The Host Site agrees to provide a meaningful, appropriate service experience for the Member(s) assigned by the Program Operator for participation in the program.
- b. The Host Site shall assign service activities, schedule service hours in cooperation with the Member and the Program Operator, sign Member timesheets to verify hours served for eligibility of educational award, provide direct supervision, technical direction and sufficient service opportunities to enable the Member to maintain satisfactory performance.
- c. The Host Site shall provide adequate workspace, appropriate supplies, equipment and other tools and facilities as necessary for the satisfactory performance of the work assignment.
- d. The Host Site assures that the Member will train, serve or receive services in buildings, surroundings and conditions that are safe and sanitary. Further, the Host Site shall ensure that the Members meet the site's standards regarding qualifications for operating equipment or performing assignments. No work assignment shall violate any labor or safety law.
- e. The Host Site agrees to immediately report any Member accidents or injuries occurring on the job to the Program Operator.
- f. The Host Site agrees to assume all responsibility for damages to the property and/or injuries to others that may be caused by the Member while in the performance of his/her service duties.
- g. In the event that a Member is not making satisfactory adjustment to the service project, the Host Site shall immediately contact the Program Operator for assistance in resolving problems or removing barriers to successful project progress.
- h. The Host Site agrees to cooperate with the Program Operator in granting release time to attend trainings, special events or scheduled service projects that are directly related to current service or to obtain a GED.
- i. The Host Site agrees to cooperate with the Program Operator in completing a minimum of two evaluations for each Member.
- j. The Host site agrees to actively support Member recruitment and recognition efforts.
- k. The Host Site agrees to pay a total of \$8,160 local, non-federal cash match for each full-time AmeriCorps Member providing service. The full amount due not later than October 17, 2008.

IV. RESPONSIBILITIES OF THE PROGRAM OPERATOR

- a. The Program Operator will initiate and complete all background checks required by Federal, State or local laws or regulations for the AmeriCorps Member. Host Site may conduct additional background check as required by Host Site policies and procedures.
- b. The Program Operator shall, upon timely receipt of Member timesheets from the Host Site, process payroll information and provide stipend checks on the last business day of each month.
- c. Project Members shall be stipended Members of the Program Operator, who is solely responsible for final selection and termination of Members (with consultative input from the Host Site). Program Operator shall offer medical insurance and pay and process all employer contributions to state industrial insurance, FICA and federal income tax withholding. Members are not entitled to Host Site employee benefits or status.
- d. The Program Operator shall periodically counsel with Members and shall be available to assist with such Members problems as unexplained absences, excessive absences due to illness, inability to learn, unwillingness to respond to supervision, special medical or basic needs, etc.
- e. The Program Operator will provide an orientation, appropriate excerpts from the Member Contract and a signed copy of this agreement for all Host Site personnel directly involved with the Member so

that all requirements and program procedures are explained and understood.

- f. Following Pre-Service Training, the Program Operator will provide on-going training and community involvement opportunities for Member(s) during an average of two Team Days per month.

V. GRIEVANCE PROCEDURE

It is the intent of the Program to resolve Member and site sponsor problems as soon as they arise. It is hoped that site-related problems can be settled at the site level, so that the Member can remain in continuous effective service. Should problems at the site- or program-level progress to the point of being irresolvable, Members may seek resolution through the following grievance procedures.

The purpose of this process is to resolve disputes involving AmeriCorps Members, AmeriCorps Member applicants and any other interested individuals in a fair and expeditious manner. In general, disputes must pertain to service related issues such as: a proposed service assignment; a mid-term or end-of-term evaluation; a Member's suspension or dismissal; or, denial of the AmeriCorps education award.

All parties must file complaints in accordance with the procedures outlined below. Except for a grievance that alleges fraud or criminal activity, a grievance must be made not later than one year after the date of the alleged occurrence; it is preferred that grievances be filed no later than 60 days after the alleged occurrence.

A. Appeal: A Member may appeal a service-related issue decision to the Program Director.

- 1) The Member must make a written request for an Appeal meeting to the Program Director, RSC-AmeriCorps, 1215 W. Lewis Street, Pasco, WA 99301. The Member's letter should set forth the facts of the situation, the program's policy or procedure involved and suggested ideas for resolution of the problem.
- 2) The Appeal meeting will be conducted by the Program Director (or designee). The Appeal meeting must be held no later than 30 calendar days after the written request for an Appeal Meeting was received.
- 3) Those in attendance at the Appeal meeting will be the Program Director (or designee), a RSC-AmeriCorps team supervisor to whom the Member was not assigned (if more than one such supervisor exists), a second-year RSC-AmeriCorps team Member (or first-year Member if no second year Members are available) designated by the program, and the aggrieved party. During the Appeal meeting, the grievance will be reviewed and the Member will have the opportunity to provide comments, responses, or other information for consideration.
- 4) A written decision on the appeal and necessary actions must be made by the Program Director (or designee) no later than 60 calendar days after the written request for an Appeal meeting was received.

B. Formal Hearing: If the Appeal decision is adverse to the aggrieved Member who filed the request for an Appeal meeting or if 60 calendar days after the Program received the request for an Appeal meeting no decision has been reached, or at any time that a dispute is not brought by a Member, the filing party may submit the grievance to a hearing officer. Any party may request a Formal Hearing.

- 1) The party must make a written request for a Formal Hearing to the Program Director, RSC-AmeriCorps, 1215 W. Lewis Street, Pasco, WA 99301. The party's letter should include a detailed explanation of the dispute, solution requested, and supporting documentation.
- 2) The Formal Hearing will be conducted by an appointed Hearing Officer no later than 30 calendar days after the aggrieved party's grievance is received.
- 3) Those in attendance at the Formal Hearing will be the Hearing Officer, the Program Director (or designee), and the aggrieved party. If the aggrieved party chooses to do so, the aggrieved party

may bring one person with them to the Formal Hearing. During the Formal Hearing the grievance will be reviewed and the aggrieved party will have the opportunity to provide comments, responses, or other information for consideration.

- 4) A written decision on the grievance and necessary actions must be made by the Hearing Officer no later than 60 calendar days after filing.

C. Binding Arbitration:

- 1) If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 90 calendar days after the filing for a Formal Hearing, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties.
- 2) If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation for National Service will appoint an arbitrator from a list of qualified arbitrators.
- 3) An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or if the arbitrator is appointed by the Corporation, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment.
- 4) A decision must be made by the arbitrator no later than 30 calendar days after the arbitration proceeding begins.
- 5) In accordance with 42 U.S.C. 12636(f)(4)(D), the cost of arbitration proceeding must be divided evenly between the parties to the arbitration, unless the party requesting the grievance proceeding prevails. If the grievant prevails, the Program will pay the total cost of the proceeding and reasonable attorney's fees. This cost normally runs in excess of \$4,500.

Discrimination Complaint Process

Any volunteer, service participant, client, employee or beneficiary who believes they have been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation's Equal Opportunity Office. However, discrimination claims not brought to the attention of the CNCS Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. The Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), eo@cns.gov

The Corporation's Equal Opportunity Office attempts to resolve concerns about discrimination promptly and when possible uses an informal conciliation process to do so.

CNCS encourages, but does not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. CNCS encourages directors of programs and projects to facilitate prompt resolution of these concerns.

VI. GENERAL REQUIREMENTS AND ASSURANCES

- The Member shall adhere to personnel practices of the Host Site with respect to attendance and basic site standards. The living allowance paid to Members is not affected or reduced for all Program Operator observed holidays. Members shall also be granted time off with pay for verifiable counseling and medical appointments. These hours are not counted toward minimum requirement for eligibility of the educational award.
- Members duties are to provide direct service, which does not include administrative duties other than record keeping, case management and other administrative tasks that directly support the service provided.
- National Service guidelines restrict fundraising by Members as a primary assignment. Members

may solicit supplies that support a direct service project or their assigned program, as long as this does not involve significant amounts of time. Members may not be involved in any fundraising to provide cash match requirements.

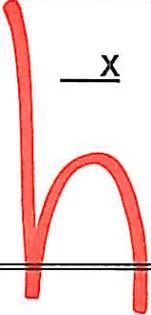
- No Member may be stationed at a Host Site where a member of the Member's immediate family is employed in an administrative capacity that could influence a management decision.
- No Member shall, on the grounds of race, sex, color, religion or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination in any activity of the Host Site. The parties herein agree to comply with all requirements imposed by the Civil Rights Acts of 1964, as amended
- Members shall not participate in partisan political activity or support any candidate running for public office while on the job. The Host Site assures compliance with the Hatch Act.
- The Host Site assures that Members funded through the Program will not displace regularly employed workers in the Site.
- Members may not perform work on the construction, operation or maintenance of that part of any facility that is used for religious instruction or worship.
- The Host Site ensures that the work activities (including working conditions, job location, supervision, etc.) will be in accordance with those described in the scope of the Services section of this agreement. (Section VI)
- Under no circumstances will any AmeriCorps team Member transport any child under the authority of the Host Site in their personal vehicle.
- AmeriCorps Members may be required infrequently to perform service work outside of the normal Host Site work environment. These situations include monthly service projects, providing aid or services during natural disasters under Federal Emergency Management Act (FEMA) guidelines, and other special circumstances. During these unusual situations Members may be required to be removed from their Host Site work for short periods of time. Service hours will count toward scholarship eligibility and will be approved by the Program Operator.

VII. SCOPE OF SERVICES

- a. Host Site: Benton-Franklin Counties Juvenile Justice Center
- b. Address: 5606 W Canal Pl, Ste. 106
- c. Contact Person: Darryl Banks
- d. Telephone: 509.783.2151 x 2457
- e. Work site location: 5606 W Canal Pl, Ste. 106
- f. Job Title: Attendance Mentor
- g. Name of AmeriCorps contact: Stephæn Harrell
- h. Hours and days of the week that Members serve: 40 hours per week (inclusive of any Program requirements). The Program Operator may pull Members from their Host Site for special events or emergencies; however, the Program Operator will give the Host Site at least three working days notice (if possible) should this be necessary.
- i. Describe any special tools, clothing or supplies a Member would need to perform the job, and what the Site will provide: As required by Host Site staff.
- j. Describe any special tools, clothing or supplies a participant would need to perform the job, and what the Site or Program Operator will provide:

Member:

1. AmeriCorps shirt, badge and button are provided by Program Operator and are to be worn when providing services. At a minimum, the uniform (tan or white polo with logos and blue, grey or black slacks/skirt) shall be worn each Thursday; a RSC-AmeriCorps badge or

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 8/4/08 Subject: Civil Service Appointment Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other
		

BACKGROUND INFORMATION

See resolution.

SUMMARY

Same as above.

RECOMMENDATION

Please sign the resolution to appoint Robert Knight to the Benton County Civil Service Commission.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF ROBERT P. KNIGHT TO THE BENTON COUNTY CIVIL SERVICE COMMISSION

WHEREAS, Robert P. Knight's term expired on the Benton County Civil Service Commission on December 31, 2007; and,

WHEREAS, Robert P. Knight has expressed his willingness to be reappointed to the Benton County Civil Service Commission for an additional six-year term; and,

WHEREAS, the Board of Benton Civil Service Commissioners recommend the reappointment of Robert P. Knight; **NOW THEREFORE**,

BE IT RESOLVED that Robert P. Knight, residing at 606 Carner Ct. E., Richland, Washington, 99352, is hereby reappointed to the Benton County Civil Service Commission, said term to expire on December 31, 2013.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Susan Ratliff, Benton County Civil Service Secretary/Chief Examiner

Ratliff

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: 09 PUBLIC FLEET CLEAN DIESEL GRANT NO. G0900016 BETWEEN STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND BENTON COUNTY

WHEREAS, the Washington State Department of Ecology has offered a Clean Diesel Grant to Benton County to be used for installation of emission control technologies on heavy-duty diesel equipment; and

WHEREAS, the County Engineer recommends the approval of said Grant Agreement; NOW, THEREFORE,

BE IT RESOLVED that the 09 Public Fleet Clean Diesel Grant Agreement No. G0900016 between Washington State Department of Ecology and Benton County be and hereby is approved; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to execute said Grant Agreement on behalf of Benton County.

Dated this 4th day of August 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington
RBD:LJM:dlh

09 PUBLIC FLEET CLEAN DIESEL GRANT NO. G0900016
between the
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
and
BENTON COUNTY PUBLIC WORKS

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "DEPARTMENT" and Benton County Public Works, hereinafter referred to as the "RECIPIENT" to carry out the activities described herein as authorized by Chapters 70.94 RCW, Washington Clean Air Act and 70.120 RCW, Motor Vehicle Emission Control.

PART 1. GENERAL INFORMATION

Project Title: Installation of emission control technologies on heavy-duty diesel vehicles and equipment

RECIPIENT : Benton County Public Works
PO Box 1001
Prosser, WA 99350-0954

RECIPIENT Federal Tax ID: 91 6001296

RECIPIENT Project Contact: Don McClure
Telephone : 509 786 5611
e-mail address: don.mcclure@co/Benton.wa.us

DEPARTMENT: Air Quality Program
PO Box 47600
Olympia, WA 98504-7600

DEPARTMENT Project Contact Mike Boyer
Telephone / Fax Numbers: 360-407-6863 / 360-407-7534
e-mail address: mboy461@ecy.wa.gov

DEPARTMENT Fiscal Contact : Cheryl Witt
Telephone / Fax Numbers: 360-407-6805 / 360-407-7534
e-mail address: cwit461@ecy.wa.gov

Maximum Grant Amount: \$30,303

**Diesel Oxidation Catalysts &
Crankcase Emission Control
Retrofit Contractor:**

Telephone / Fax Numbers:
e-mail address:

Cummins Northwest Inc.
4711 N. Basin Avenue
Portland, OR 97217
503/ 972-6649 / 503/ 286-5938 (fax)
Tom.b.gardiner@cummins.com

Effective Date: The effective date of this grant agreement will be July 10, 2008. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

Completion Date: The Project described herein expires on and must be completed by June 30, 2009. However, the DEPARTMENT reserves the right at its discretion, to extend this grant agreement.

The RECIPIENT will acknowledge and inform the public at their discretion about the DEPARTMENT'S funding participation in this project through the use of project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements.

PART 2. PROGRAM BACKGROUND

The \$2.5 million in funding available for this grant program comes from the State Local Toxics Control Account. Cities, counties, state agencies, public utility districts/coops, regulated utilities, port and transit authorities and private fleets operating mainly in Washington are eligible to receive this funding. Public fleets may receive funding for both emission control and idle reduction technologies. Public fleets include any publicly owned, leased or rented vehicles to be used for public service. Private fleets may receive funding only for emission control technologies.

Applications are evaluated to determine how the project reduces exposure to diesel emissions and improves public health for Washington citizens. Additionally, all applications are prioritized in the following order:

1. Public Fleets including cities, counties, municipal associations, public utility districts, port and transit authorities, and state agencies.
2. Privately owned vehicles and equipment that (a) provide and maintain a public service such as refuse collection, recycling, and utilities, (b) construct public roads and buildings, and (c) operate on port properties or are associated with port activities, such as cargo handling equipment, drayage vehicles that transfer goods and materials, and harbor vessels.
3. Other privately owned vehicles and equipment that operates mainly within the State of Washington.

PART 3. BUDGET SUMMARY AND CONDITIONS

1. In agreement with the RECIPIENT, it is the DEPARTMENT'S intention to retrofit the identified vehicles with the most suitable emission control technologies within the limits of the Maximum Grant Amount.

The DEPARTMENT has the right to revise the list of eligible vehicles and retrofit options based on equipment and vehicle specifications and funding limitations, and to amend the agreement accordingly. The final grant amount reimbursed to the RECIPIENT may be less than the Maximum Grant Amount identified in Part 1 since it will be based upon the number of retrofit technologies actually installed on the vehicles and equipment.

2. Payments to the RECIPIENT from the DEPARTMENT will be made on a cost-reimbursable basis. Payment requests will not be submitted to the DEPARTMENT until the approved retrofit technologies have all been installed at the RECIPIENT'S site. The DEPARTMENT'S Project Officer will require that the Contractor submit work orders/cost estimates and fleet completion reports to the RECIPIENT and to the DEPARTMENT.
3. Payments submitted to the DEPARTMENT Fiscal Contact using the DEPARTMENT'S A19-1A Invoice Voucher will be made on a cost-reimbursable basis within 30 days from the date the RECIPIENT'S properly completed A19-1A Invoice Voucher is submitted to the DEPARTMENT. A19-1As Invoice Voucher amounts and detail must agree with work orders/cost estimates and completion reports in order to be reimbursed.
4. For the administration of this agreement the RECIPIENT will follow the "Administrative Requirements for DEPARTMENT Grants and Loans", current edition.
(<http://www.ecy.wa.gov/biblio/9118.html>)
5. Expenditures will be monitored by the DEPARTMENT Fiscal Office for compliance with the EXPENDITURE BUDGET (listed below) at the TASK LEVEL.

ELEMENTS	MAXIMUM GRANT AMOUNT
Task 1 – Coordinate installation of Retrofit Technologies	\$30,303
Total	\$30,303

PART 4. SCOPE OF WORK

- Task 1. Coordinate Installation of Retrofit Technology with DEPARTMENT-Selected Contractor(s).** The DEPARTMENT will specify a contractor to do the work required under this scope of work, and the RECIPIENT must use the specified contractor. The contractor will provide the retrofit equipment and install the equipment at an agreed price resulting from a statewide bidding process. For transit authorities that choose to install diesel particulate filters, there may be different contractors associated with the different types of filters. In this case, the RECIPIENT and the DEPARTMENT will agree on which contractor is used.

The RECIPIENT will:

- Designate an individual who has the signatory authority to authorize Contractor work orders/cost estimates and certify that their fleet has been installed.
- Review Contractor work orders/cost estimates, and submit review/approval decisions via email to the DEPARTMENT Project Officer.
- Sign and return grant agreement.
- Coordinate with Contractor for installation of fleet retrofit technology.
- Request a billing invoice from the contractor(s)/vendor(s) for the retrofit equipment purchased and installed. If it is the final billing, also request a completion report from the contractor/vendor.
- Review billing invoice and compare to work orders/cost estimates before paying.
- Submit an invoice voucher (state form A19-1A) along with a copy of the contractor's invoice to the DEPARTMENT Fiscal Contact for reimbursement.

Task 1. Deliverables:

- Contractor work orders/cost estimates that are reviewed and approved by RECIPIENT and DEPARTMENT.
- Contractor completion reports that correspond to work orders/cost estimates.
- Invoice Vouchers that correspond with work orders/cost estimates, and reflect verification of complete and satisfactory retrofit installations.

Task 1. Date Due: June 30, 2009

<u>PART 5. SPECIAL TERMS AND CONDITIONS</u>
--

- **Eligibility:** Cities, counties, state agencies, public utility districts/coops, regulated utilities, port and transit authorities operating mainly in Washington are eligible for this funding. Fleets of all sizes are eligible for this funding.
- **Funding:** Grant funds must be used to pay for equipment and installation. Grant recipients may not use funds to pay for administrative expenses.
- **Types of Vehicles Eligible for Retrofitting:** All types of heavy-duty diesel vehicles and equipment with engines greater than 75 horsepower are eligible for retrofit. Retrofitted vehicles must have an estimated lifespan of at least two (2) remaining years within the fleet.
- **Eligible Emission Control Technologies:** Eligible exhaust retrofit technologies include diesel oxidation catalysts, diesel particle filters, and crankcase ventilation filters. All retrofit technologies must be approved by either the US Environmental Protection Agency (EPA) or

the California Air Resources Board's (ARB) Retrofit Verification Programs. Verified retrofit technologies can be found on the EPA and ARB websites:

EPA Verified Retrofit Technologies: <http://www.epa.gov/otaq/retrofit/verif-list.htm>

ARB Verified Retrofit Technologies: <http://www.arb.ca.gov/diesel/verdev/vt/vt.htm>

- **Process for Purchase and Installation of Emission Control Technologies:** The DEPARTMENT has developed state contracts for the purchase and installation of retrofit emission control technology on a variety of heavy-duty diesel vehicles. These vehicles include dump trucks, refuse trucks, road maintenance vehicles and equipment, port equipment, and school and transit buses.

The state of Washington will provide a contractor to retrofit diesel vehicles and equipment. State retrofit contractors will consult with RECIPIENT fleet managers about the types of appropriate technologies and how they reduce emissions on each vehicle. The DEPARTMENT will coordinate with RECIPIENTS to arrange for the purchase and installation of retrofit emission control technology for each awarded project.

The retrofit contractor will:

- Contact the fleet manager to make an appointment to survey the RECIPIENT'S vehicles and equipment.
 - Provide information on how this technology works to reduce emissions.
 - Identify the appropriate retrofit technology for the RECIPIENT'S vehicles.
 - Provide information on how the retrofit technology will be installed.
 - Prepare and submit work orders/cost estimates to the RECIPIENT and the DEPARTMENT Project Officer.
 - Order the selected control technology after being notified by DEPARTMENT Project Officer.
 - Schedule an appointment with the RECIPIENT for installation of the emission control technology.
 - Install emission control technology on RECIPIENT'S fleet.
 - Submit invoices for payment to RECIPIENT.
 - Submit fleet completion report via email to the RECIPIENT and DEPARTMENT.
- **Cost Sharing or Matching Funds:** No matching funds are required for the purchase and installation of the retrofit emission control technology. For the purchase of idle reduction control technology, a match of up to 50% may be required.

Ross B. Dunfee, P.E.
Director / County Engineer
Steven W. Becken
Asst. Director / Asst. Co. Engineer

Benton County

Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

July 31, 2008

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Improved/Unimproved Right of Way of Finley Road
Section 34-8-30
CE 1910 VAC

Commissioners:

In accordance with a notice posted July 7, 2008 and with the publication of the Notice of Public Hearing in the Tri City Herald, the following report is submitted.

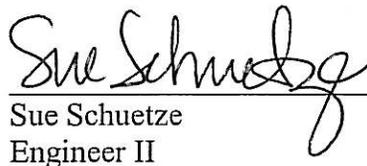
We have reviewed and examined the right of way proposed for vacation and abandonment. The attached print depicts said right of way. The right of way requested for vacation and abandonment is a variable wide strip of land currently known as Finley Road and also known as I-82 Intertie. The original right of way was granted to Benton County by several Quit Claim Deeds: 369640, 369641, 569362, 569363, 569365, 569652, 572437, 572489. Additional right of way was recently purchased in 2006-2007 for the Phase 3 of the Intertie project.

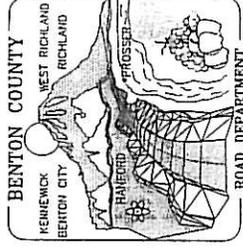
View Orchard Inc had irrigation lines within a portion of the new right of way. Benton County Public Works staff met with View Orchard Inc landowners and devised a land trade. Before the land trade could be accomplished the existing right of way needs to be vacated.

It is our opinion that it is not in the interest of the County to retain the right of way shown on the attached map and the public will be benefited by the vacation and abandonment of said right of way. It is also our opinion that it is not advisable to retain the right of way for the County road system of the future.

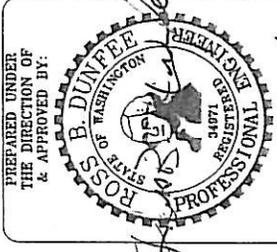
Sincerely,

Ross B. Dunfee, County Engineer
/Public Works Director


Sue Schuetze
Engineer II



PROPOSED RIGHT OF WAY VACATION OF FINLEY ROAD FOR VIEW ORCHARD
CE 1910 VAC



PREPARED UNDER THE DIRECTION OF & APPROVED BY:
ROSS B. DUNFEE
ENGINEER
EXPIRES 11/11/08
BENTON COUNTY
DATE: 6/25/08

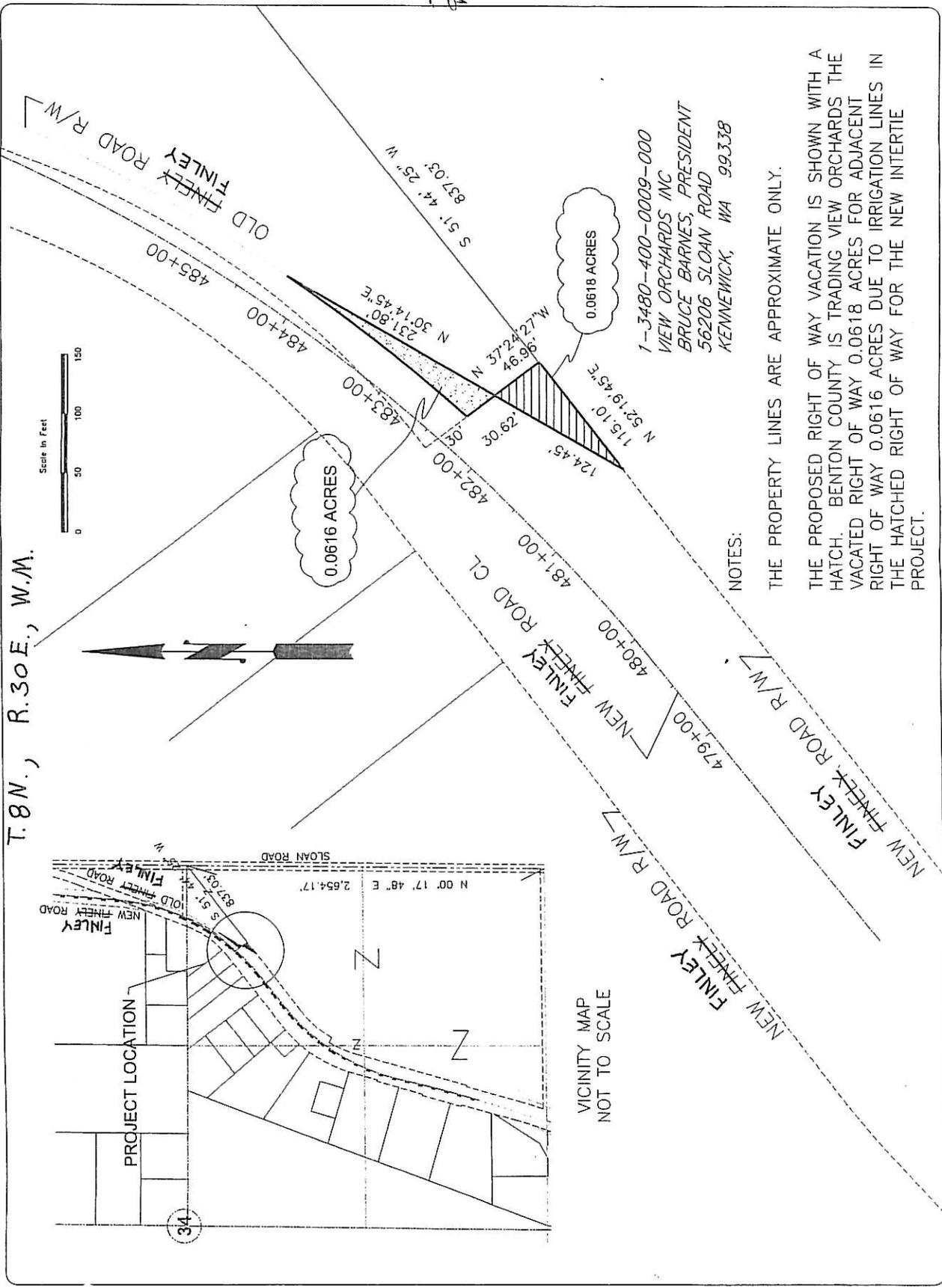
CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5656
ALL UNDERGROUND UTILITIES AND STRUCTURES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND CHARACTER OF UTILITIES PRIOR TO ANY EXCAVATION OR CONSTRUCTION. NOTIFY DEPARTMENT FOR RESOLUTION OF CONFLICTS.

DR#:	152
DATE:	06-25-2008
SCALE:	SEE BAR SCALE
REVISION:	1-7/8/05 E. S. M. NAME

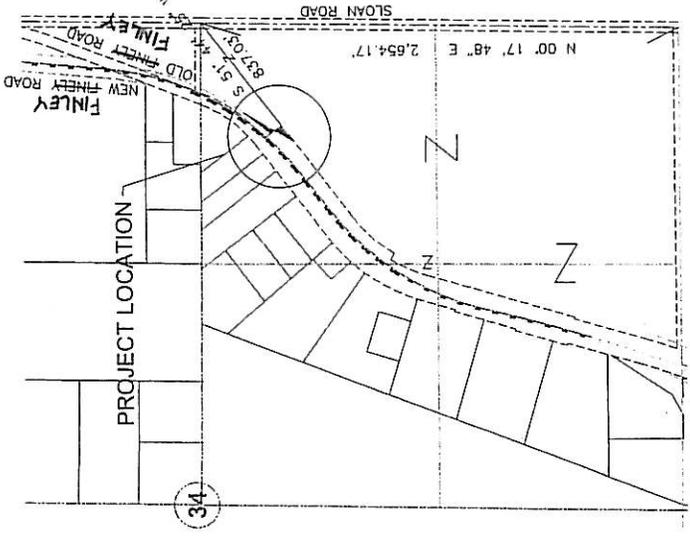
PLAN VIEW

SHEET 1 OF 1

V-176



T.8N., R.30E., W.M.



VICINITY MAP NOT TO SCALE

1-3480-400-0009-000
VIEW ORCHARDS INC
BRUCE BARNES, PRESIDENT
56206 SLOAN ROAD
KENNEWICK, WA 99338

NOTES:

THE PROPERTY LINES ARE APPROXIMATE ONLY.

THE PROPOSED RIGHT OF WAY VACATION IS SHOWN WITH A HATCH. BENTON COUNTY IS TRADING VIEW ORCHARDS THE VACATED RIGHT OF WAY 0.0618 ACRES FOR ADJACENT RIGHT OF WAY 0.0616 ACRES DUE TO IRRIGATION LINES IN THE HATCHED RIGHT OF WAY FOR THE NEW INTERTIE PROJECT.

9:15

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>8/4/08</u>	Execute Contract	_____
Subject:	<u>Crt Rm TI</u>	Pass Resolution	_____
Prepared by:	<u>Rogers/lms</u>	Pass Ordinance	_____
Reviewed by:	<u>LSK</u>	Pass Motion	_____
		Consent Agenda	_____
		Public Hearing	_____
		1st Discussion	<u>X</u>
		2nd Discussion	_____
		Other Business	_____

BACKGROUND INFORMATION

The attached Resolution and Change Order #2 between Benton County and Fowler General Construction is for the remodel of courtroom D and the jury room that was originally intended as part of the courtroom TI project.

The attached Change Order #2 is an additive change order increasing the original contract amount to \$2,797,877.43.

The funding for this change order was included in the budget for the Courtroom TI project from the beginning. No additional funding is being requested for this change order.

RECOMMENDATION

Approve the attached Resolution and Change Order #2 in the amount of \$65,910.91 for the remodel of Courtroom D and Jury Room and authorize the Chairman of the Board to sign said change order.

RESOLUTION

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

**IN THE MATTER OF APPROVING CHANGE ORDER NUMBER TWO (2) FOR THE
CONSTRUCTION OF THE BENTON COUNTY COURTROOMS TI**

WHEREAS, per resolution 07-820 dated November 19, 2007 the Board of Benton County Commissioners awarded the construction of the Benton County Justice Center Courtrooms TI to Fowler General Construction, Inc., Richland, WA, in the amount of \$2,683,968.00 including WSST, as lowest responsible bidder; and

WHEREAS, per resolution 07-834 dated December 3, 2007 the Board of Benton County Commissioners authorized the Chairman of the Board to sign said contract; and

WHEREAS, per resolution 08-599 dated June 9, 2008 the Board of Commissioners approved Change Order Number One (1) in the amount of \$47,998.52 including WSST for the construction of additional future office space and a copy room for the Courtrooms TI project; and

WHEREAS, Change Order #2 in the amount of \$65,910.91 including WSST is for the remodel of the existing Courtroom D including all associated work, and jury room; further outlined in the attached RFP #002 and drawings, and originally intended for this project;
NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign Change Order Number Two (2) attached hereto in the amount of \$65,910.91 including WSST, hereby increasing the original contract between Benton County and Fowler General Construction, Inc to \$2,797,877.43 including WSST.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Orig: File – Lisa Small
cc:, Auditor, R. Ozuna; CWh Architects; Fowler General Construction



CHANGE REQUEST FORM		
Change Order No.	Contractor: Fowler General Const.	Date: 5/22/08
Contract No.:	Contract Title: Benton County Justice Center Courtroom TI	
Requestor Name: Jasen Banta	Phone: (509) 943-2643	
<input type="checkbox"/> Contractor requested proposed Change	<input checked="" type="checkbox"/> Owner Requested Proposed Change	
Reason for change/Benefits: Per owners request we are providing a price to complete work as outlined on RFP #002 dated May 22, 2008. (Courtroom D)		
BASELINE CHANGE		
Impact to Price: This will be an additive change order.		
Price(Cost) Change: \$ 65,910.91		Schedule Change: 8 weeks

Jasen Banta 6/23/08
 Fowler Project Manager Date

 Owner Date

_____ _____
 Architect Date

RECEIVED
 JUN 26 2008
 BY: _____

D EXPENSES (Item 4 Above)			
Overhead @		\$ -	
Profit/Fee @	5.00%	\$ -	
Other	5.00%	\$ -	
	0.00%	\$ -	
		Section D Total	\$ -
E LOWER-TIER SUBCONTRACTORS (Item 5 Above)		\$ 31,185.97	
Overhead @	2.50%	\$ 779.65	
Profit/Fee @	2.50%	\$ 779.65	
		Section E Total	\$ 32,745.27
F OTHER COSTS (Item 6 Above)		\$ -	
Overhead @	5.00%	\$ -	
Profit/Fee @	5.00%	\$ -	
		Section F Total	\$ -
G CONSUMABLES, SMALL TOOLS & SUPPLIES (Item 7 Above)		\$ -	
Overhead @	5.00%	\$ -	
Profit/Fee @	5.00%	\$ -	
		Section G Total	\$ -
H ITEMS "A" THROUGH "G"		Items A through G Total	\$ 59,015.07
I BONDS @ % OF ITEM H	<u>2.50%</u>		\$ 1,475.38
J ITEMS H & I		Total	\$ 60,490.45
K WSST	<u>8.30%</u>		\$ 5,020.71
L ITEMS J & K		Total	\$ 65,511.16

Notes, Exclusions, Clarifications Etc.:

CONTRACTOR CERTIFICATION

The undersigned, as an authorized representative of the above named Contractor, hereby certifies that, to the best of my knowledge and belief, the cost and pricing data contained herein or attached hereto in support of this project is accurate, complete, and current as of the date stated above.

CONTRACTOR AUTHORIZED REPRESENTATIVE

Signature

Date

5122 - gave
Jasen copy
of this.

AIA[®] Document G709[™] – 2001

Work Changes Proposal Request

PROJECT (Name and address):
Benton County Justice Center
Courtrooms TI
7122 W. Okanogan Pl.
Kennewick, WA 99336

PROPOSAL REQUEST NUMBER: 002

OWNER:

ARCHITECT:

DATE OF ISSUANCE: May 22, 2008

CONSULTANT:

CONTRACTOR:

OWNER (Name and address):
Benton County
620 Market Street, PO Box 190
Prosser, WA 99350-0150

CONTRACT FOR: General Construction

FIELD:

CONTRACT DATE: December 03, 2007

OTHER:

FROM ARCHITECT (Name and address):
CWH Architects, PS
6320 W. Clearwater Ave., Ste. C
Kennewick, WA 99336

ARCHITECT'S PROJECT NUMBER: #06103

TO CONTRACTOR (Name and address):

Fowler General Construction
1820 Terminal Drive
Richland, WA 99354

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero (0) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

- PLEASE PROVIDE A DETAILED COST ESTIMATE (INCLUDING WSST) TO COMPLETE THE FOLLOWING:
- COURTROOM D AND ALL ASSOCIATED WORK, AND JURY ROOM (PER ATTACHED DRAWINGS).
- SEE ATTACHED DRAWINGS FOR SCOPE OF WORK.

ATTACHMENTS (List attached documents that support description):

DRAWINGS

REQUESTED BY THE ARCHITECT:



(Signature)

C. Wayne Hunsucker

(Printed name and title)

SCOPE OF WORK

1. MODIFY EXISTING COURTROOM D SEE SHEET RFP #2 AI.02 FOR NEW LAYOUT AND SHEET RFP #2 AI.01 FOR EXITING LAYOUT AND SCOPE OF WORK..
2. PROVIDE NEW 36" WIDE X 24" DEEP BASE CABINET WITH A 36" WIDE X 12" DEEP WALL CABINET OVER.
3. REACTIVATE CALL BUTTON ON WALL. CALL TO BE WIRED TO EXISTING BAILIFF ROOM BEHIND COURTROOM A.
4. INSTALL NEW WALL WITH A 3'-0" X 7'-0" SC OAK DOOR IN CORRIDOR #308 AS SHOWN. PROVIDE STANDARD HM FRAME. DOOR TO HAVE EXIT DEVICE WITH 15 SECOND DELAY, CARD READER, AND HARDWARE SIM. TO CORRIDOR DOOR #546b IN MAIN REMODEL. CONNECT TO MAIN SECURITY SYSTEM THOROUGH HOFFMAN CABINET IN ROOM INTERVIEW ROOM #335. MATCH EXISTING DOORS & FRAMES IN ALL DETAILS AND FINISHES.

REQUEST FOR PROPOSAL #2

MAY 21, 2008

COURTROOM D, JURY ROOM & NEW CORRIDOR DOOR REMODEL

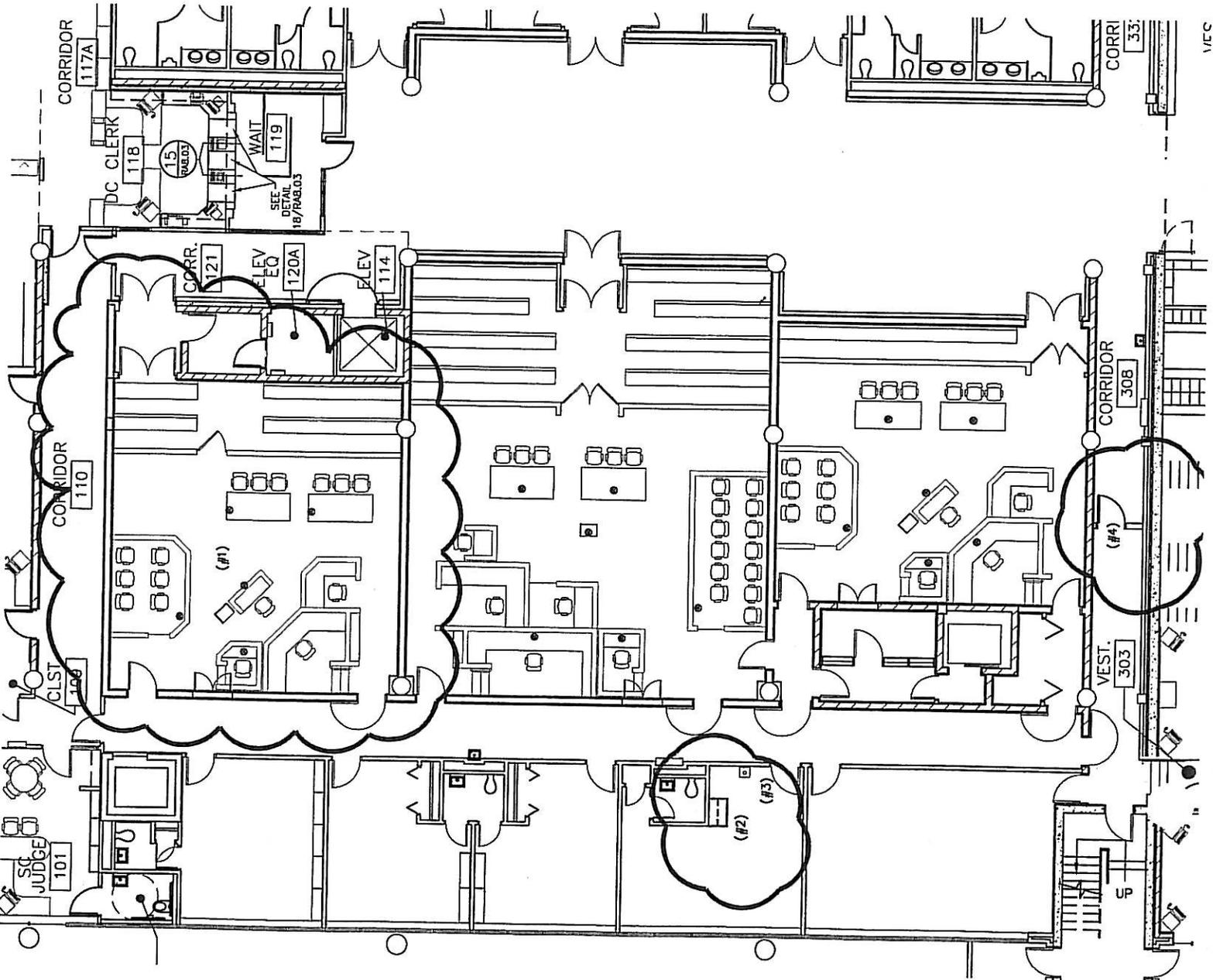
CWH ARCHITECTS P A
 architecture • planning • design
 6320 W. Clearwater Ave. Suite C Kennewick, WA 99336
 phone: 509.736.0581 fax: 509.735.1420

P R O J E C T :

**BENTON COUNTY
 JUSTICE CENTER
 COURT ROOM T1**
 KENNEWICK, WASHINGTON

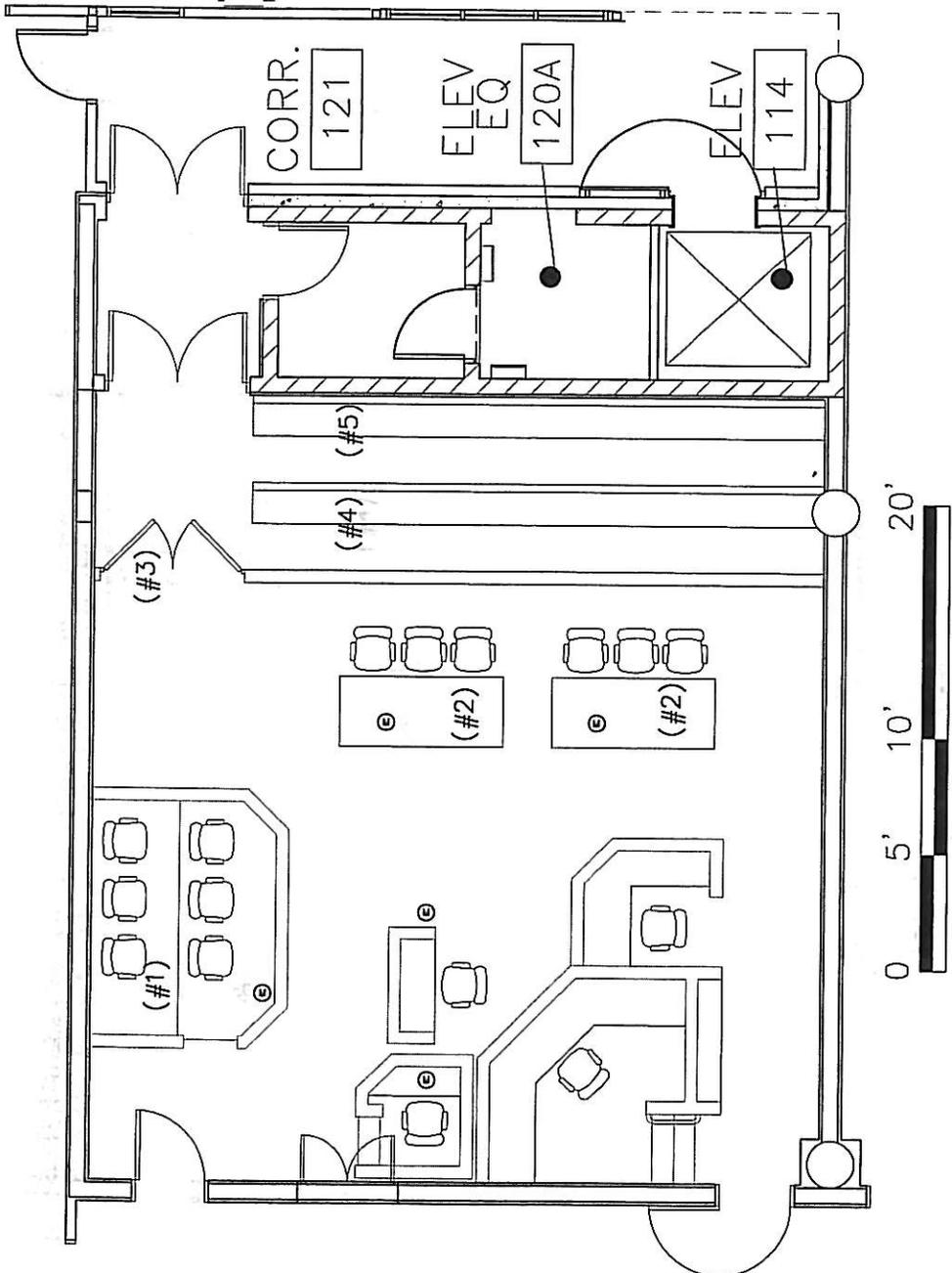
project no:	06102A
date:	JAN 12, 2008
drawn by:	JL
checked by:	CL
file:	06102A101
revision:	

sheet no: **RFP 2 AI.00**



SCOPE OF WORK

1. MODIFY EXISTING JURY BOX (#1) TO BE A 13 SEAT BOX AS SHOWN. DEMO EXISTING AS REQUIRED. REUSE OR LEAVE IN PLACE WHERE POSSIBLE.
2. MATCH EXISTING MILLWORK IN ALL DETAILS AND FINISHES.
3. RELOCATE GATES (#3) AS SHOWN.
4. MODIFY WAINSCOT AT EXISTING JURY BOX TO CONTINUE WAINSCOT BEHIND BOX ALL THE WAY ALONG THE WALL. LEAVE EXISTING WAINSCOT AS IS WHERE POSSIBLE. SEE PHOTOS.
5. RELOCATE EXISTING ATTORNEY TABLES - (#2) 10" TO SOUTH.
6. MODIFY EXISTING SEATING (#4) AS SHOWN.
7. EXISTING SEATIN TO REMAIN AS IS (#5)
8. INSTALL NEW CARPET ENTIRE COURTROOM INCLUDING JUDGE'S BENCH, ALL RAISED PLATFORMS AND VESTIBULE AND OFFICE OFF OF VESTIBULE. MATCH EXISTING CARPET BASE DETAIL.



Project no: 04103A
 Date: JAN 12, 2008
 Drawn by: JLL
 Checked by: C.T.
 File: 04103A101

revision:

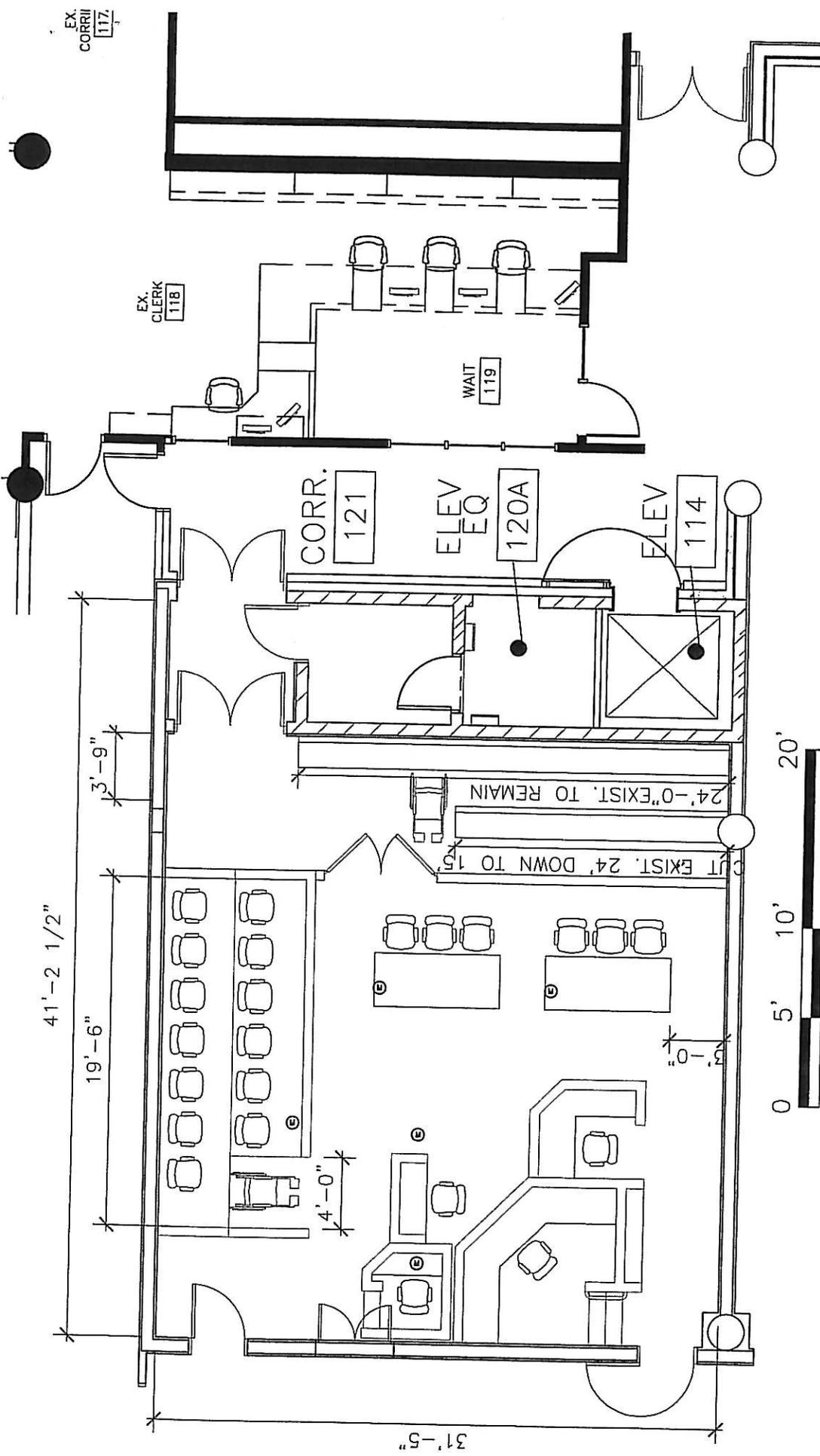
sheet no:
RFP #2 AI.01

CWH ARCHITECTS P.A.
 architecture • planning • design
 6320 W. Clearwater Ave., Suite C
 Kennewick, WA 99336
 phone: 509.733.9581 fax: 509.733.1428

P R O J E C T :
**BENTON COUNTY
 JUSTICE CENTER
 COURT ROOM TI**
 KENNEWICK, WASHINGTON

**EXISTING LAYOUT COURTROOM D
 REQUEST FOR PROPOSAL #2**

MAY 21, 2008



CWH ARCHITECTS PA

architecture • planning • design
 6328 W Clearwater Ave., Suite C Kennewick, WA 99336
 phone: 509.735.0381 fax: 509.735.1420

P R O J E C T:
**BENTON COUNTY
 JUSTICE CENTER
 COURT ROOM T1**
 KENNEWICK, WASHINGTON

PROJECT NO:	06103A
DATE:	JAN 12, 2008
DRAWN BY:	JLL
CHECKED BY:	CJS
FILE:	06103A101
REVISION:	

SHEET NO:
RFP #2 AI.02

REVISED LAYOUT COURTROOM D REMODEL
 MAY 21, 2008
REQUEST FOR PROPOSAL #2
 MAY 21, 2008

PROJECT COST ESTIMATE

June 30, 2008

**BENTON COUNTY JUSTICE CENTER
COURTROOM "D" REMODEL**

REVISED

GENERAL CONDITIONS	1 LS			\$7,100
DEMOLITION	1 LS	2500		\$2,500
REVISE LOW MILLWORK AND GATE LOCATION	20 LF	\$195		\$3,900
REVISE JURY BOX MILLWORK including DEMO	165.75 SF	\$175		\$29,006
RELOCATE DOUBLE ENTRY DOORS	1 LS	\$3,500	N/A	
RELOCATE ATTNY CONF ROOM DOOR	1 LS	\$1,200	N/A	
NEW CARPET INCLUDING DEMOLITION	117 SQYD	\$85		\$9,954
RELOCATE LIGHTS AND HVAC	1 LS	\$2,600	N/A	
ATTNY CONF ROOM FINISHES	49 SF	\$65	N/A	
ADD MILLWORK TO JURY ROOM W/ POWER OUTLET	1 LS	\$3,200		\$3,200
ADD BELL RINGDOWN TO MARSHAL'S ROOM	1 LS	\$900		\$900
ADD DOOR & WALL TO CORRIDOR W/ CARDREADERS	1 LS	\$4,500		\$4,500
SAW CUT AND PATCH CONCRETE	1 LS	\$15,000	N/A	

SUB-TOTAL - Divisions 01 - 16

\$61,060.69

WA State Sales Tax

8.30%

\$5,068.04

GRAND TOTAL CONSTRUCTION COST

\$66,128.73

FURNITURE FIXTURE AND EQUIPMENT AND SOFT COST

\$23,236.25

TOTAL PROJECT COST

\$89,364.98

Prepared By:



C. Wayne Hunsucker, AIA

6320 W. Clearwater Avenue, Suite C
Kennewick, Washington
99336

phone: 509.736.0581

C. Wayne Hunsucker, A.I.A.

fax: 509.735.1420

www.cwharchitects.com

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>Aug 4, 2008</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Supplemental</u>	Pass Resolution	_____	Public Hearing
	<u>Budget</u>	Pass Ordinance	_____	1st Discussion
Prepared by:	<u>M.Ault</u>	Pass Motion	_____	2nd Discussion
Reviewed by:	<u>Andy Miller</u>	Other	<u>X</u>	Other

9.25

BACKGROUND INFORMATION

Kevin Hilton was charged with two counts of Aggravated Murder and found guilty in 2003. The Court of Appeals overturned the conviction and granted a new trial. The Judges in Benton County recused themselves and a Judge was brought in from Asotin County. A motion for change of venue was granted and trial was moved to Asotin County for trial in January/February 2008.

SUMMARY

RECOMMENDATION

Schedule a public hearing to consider a supplement to our 2008 budget in the amount of \$41,001.

FISCAL IMPACT

Supplemental appropriation for \$41,001.

MOTION

Move to schedule a public hearing for as soon as possible after appropriate notice is given.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>8/4/08</u>	Execute Contract	_____	Consent Agenda	_____
Subject:	<u>Supplemental Budget</u>	Pass Resolution	_____	Public Hearing	_____
Prepared by:	<u>M.Ault</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	<u>Andy Miller</u>	Pass Motion	_____	2nd Discussion	_____
		Other	<u>X</u>	Other	<u>X</u>

BACKGROUND INFORMATION

The last legislature budgeted money to fund additional Victim/Witness activities in County Prosecuting Attorney Offices. This includes supporting Victim/Witness personnel to assist victims and witnesses during the criminal justice process. This support includes providing information about the criminal justice process and status of criminal cases, accompanying victims to criminal court proceedings and providing support during legal processes including assistance with impact statements and restitution. Our proposal is to add the money for an additional .5FTE to current line-item 515.700.1684 and make it a full-time position in the Juvenile Division. This money is available July 1, 2008. To the extent that the additional .5FTE position is not completely reimbursed by the additional State funding, it will be covered by existing revenues in the Crime/Victim Fund.

SUMMARY

Our proposal is to add the money for an additional .5FTE to current line-item 515.700.1684 and make it a full-time position in the Juvenile Division.

RECOMMENDATION

Schedule a public hearing to consider a supplement to our 2008 budget in the amount of \$18,241.

FISCAL IMPACT

None for Current Expense.
This money is for the Crimes/Victims Budget

MOTION

Move to schedule a public hearing for as soon as possible after appropriate notice is given.

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: CRIME/VICTIM FUND	Fund Number: 0120-101
Dept Name: Prosecutor's Office	Dept Number: 000

Request Summary

Expenditure BARS Number	Item Name	Supplement Amount	Revised Budget
515.700.1684	Legal Secretary II - Salary	13,273	27,996
515.700.2101	FICI/Social Security	1,018	11,519
515.700.2103	Medical	2,967	38,686
515.700.2104	Retirement	983	10,785
Total Supplement		\$18,241	

Revenue

Fund Number	Item Name	Amount
334-04-2004	CTED - Crime Victim Advocacy	17,212
	Beginning Fund Balance	1,029
Total Revenue		\$18,241

Basis for Supplement:

The last legislature budgeted money to fund additional Victim/Witness activities in County Prosecuting Attorney Offices. This includes supporting Victim/Witness personnel to assist victims and witnesses during the criminal justice process. This support includes providing information about the criminal justice process and status of criminal cases, accompanying victims to criminal court proceedings and providing support during legal processes including assistance with impact statements and restitution. Our proposal is to add the money for an additional .5FTE to current line-item 515.700.1684 and make it a full-time position in the Juvenile Division. This money is available July 1, 2008. To the extent that the additional .5FTE position is not completely reimbursed by the additional State funding, it will be covered by existing revenues in the Crime/Victim Fund.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

- Approved for Hearing
- Denied

RECEIVED

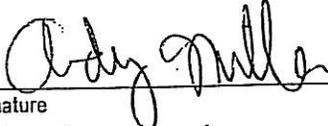
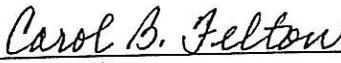
MAY 22 2008

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

CTED Intergovernmental Agreement Face Sheet
v. 1.3-4/21/2004

Intergovernmental Agreement Number S09-31100-703

Washington State Department of Community, Trade and Economic Development
Community Services Division
Office of Crime Victims Advocacy
SFY 2009 Victim/Witness Units

1. Contractor Benton County Prosecuting Attorney's Office 7122 West Okanogan Place Kennewick, Washington 99336		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Margaret Ault Administrator Phone: 509.735.3591 Fax: 509.736.3066 margaret.ault@co_benton.wa.us		4. CTED Representative Chris Fenno PO Box 48304 Program Coordinator 906 Columbia Street SW Phone: 360.725.2896 Olympia, WA 98504-8304 Fax: 360.586.7176 christinef@cted.wa.gov	
5. Contract Amount \$ 35,468.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2008	8. End Date 6/30/2009
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number: N/A	
10. Tax ID# 91-6001296	11. SWV# N/A	12. UBI# N/A	13. DUNS# N/A
14. Contract Purpose: To fund Victim/Witness activities in county Prosecuting Attorney's Offices.			
The DEPARTMENT and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and the following other documents incorporated by reference: INTERGOVERNMENTAL AGREEMENT including CONTRACTOR'S Application for Funding, as accepted and amended by the DEPARTMENT.			
FOR THE CONTRACTOR		FOR THE DEPARTMENT	
Signature 		Signature 	
Name Andy Miller		Name Carol B. Felton	
Title Benton Co. Prosecutor		Title Interim Assistant Director	
Date 5/20/08		Date 5/23/08	
		APPROVED AS TO FORM ONLY	
		Signature Sandra Adix	
		Title Assistant Attorney General	
		Date 4/1/2008	
		Date	

From: Andy Miller
To: Margaret Ault
Date: 4/2/2008 10:46:54 AM
Subject: Fwd: Victim/Witness Funding Pre-application Survey

>>> "Gipson, Pearl (CTED)" <PearlG@CTED.WA.GOV> 4/2/2008 10:26:56 AM >>>
April 2, 2008

Dear County Prosecutor:

The Washington State Legislature has approved an additional allocation to be distributed (July 1, 2008) throughout the state to ensure that each county prosecutor's office will have at least one full time victim/witness staff position. County offices that currently have less than one full time victim/witness staff position will receive the additional funding needed to increase that staff position to a full time equivalency. In order for us to determine the base amount needed to support counties with less than one full time victim/witness position, please provide us with the information requested below.

Each county will continue to receive the \$18,256 currently allotted. An additional allocation will be added to this amount to further support victim/witness activities in each county. The add-on amount will be determined when a review is completed of the resources needed to fund counties with less than one full time victim/witness staff position.

Please return the information requested on the enclosed Pre-Application Survey to our office by fax or email no later than Friday, April 11, 2008. The application for funding is scheduled to be released on or before April 18, 2008. It is our intent to distribute contracts for signature the week of May 27th with an effective date of July 1, 2008..

Thank you for your continued support to victims of crime in Washington State.

Sincerely,

Pearl

<<pre application survey.doc>>
Pearl Gipson-Collier
Associate Director
Office of Crime Victims Advocacy
<<http://www.cted.wa.gov/site/244/default.aspx>>
Post Office Box 48304
Olympia, WA 98504-8304
866.857.9889/toll free
360.725.2891/direct line
360.586.7176/fax line
pearlg@cted.wa.gov

Every Victim, Everywhere. No Exceptions.

<<Picture (Metafile)>>

✓

RUN DATE: 07/03/08
Run Time: 10:29

BENTON COUNTY TREASURER
Duane A. Davidson
Financial Statement
6/1/2008 through 6/30/2008

Report
Page: 23

RECEIVED
JUL 07 2008
BENTON COUNTY PROSECUTOR

0120-101 CRIME VICTIM COMPENSATION
CASH ACCOUNT

Beginning Balance		\$123,207.08
Taxes Collected	\$0.00	
General Receipts	20,119.68	
Transfer of Funds(+)	0.00	
Miscellaneous Collections	0.00	
Total Receipts		20,119.68
Warrants Issued	11,070.53	
Warrants Redeemed	0.00	
Bond Redeemed	0.00	
Coupon Interest Paid	0.00	
Transfer of Funds(-)	0.00	
Remittances	8,159.88	
Less: Total Disbursements		19,230.41
Ending Balance		\$124,096.35

9:30



OFFICE OF THE SHERIFF
BENTON COUNTY, WASHINGTON

LARRY D. TAYLOR, SHERIFF

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

July 30, 2008

Board of Benton County Commissioners
Attn: Commissioner Claude Oliver
Chairman of the Board
P.O. Box 190
Prosser, WA 99350-0190

RE: Vacated Health Department Building

Dear Commissioners:

This letter is being submitted to you for your consideration regarding the use of the vacated Benton County Health Department facility located at 800 West Canal Drive, Kennewick, WA. This building, if available to the Sheriff's Office, would serve as a vital training facility. This facility would provide the various needs of the Sheriff's Office, which I have tried to articulate, as well as the needs of other Benton County Offices/Departments and our local law enforcement partners.

As one of the largest law enforcement agencies in all of eastern Washington, comprised of seven divisions to include; administration, clerical, patrol, corrections, medical, reserve/volunteers and support services, with more than 240 full time employees and volunteers, a training facility large enough to accommodate the needs of the Sheriff's Office are realized. Due to space limitations during the remodel construction in 2003, a classroom large enough to accommodate so many personnel was not a possibility at that time. The result is an existing classroom setting that can only handle up to 32 personnel at any given time, which falls far short of the necessary space.

Washington Administrative Code (WAC) 139.05.300, as well as the Washington State Criminal Justice Training Commission mandates that each commissioned law enforcement officer receive a minimum of 24 hours of recognized training each year. As one of the most professional and highly trained law enforcement agencies in the State of Washington, both mandatory and developmental training is recognized as a continuous process. During the 2007 fiscal year, deputies and correctional officers received a combined total of over 13,200 hours of training. This level of training does not include the pre and post academy training of new hires. Furthermore, these numbers do not reflect the necessary level of training needed for developmental training for training instructors or specialty training for detectives, supervisors, boat crews, K-9 deputies and many other specialties associated with the patrol division, correctional, medical, clerical and administration.

It has been the mission of the Benton County Sheriff's Office to provide quality training to ensure officer safety and decrease the liability risk to Benton County. This is achieved through a comprehensive and innovative training program designed to address current and effective law enforcement tactics and techniques as well as changes in both the civil and criminal laws of the

State of Washington. The Benton County Sheriff's Office is recognized statewide for our training program and the level of expertise that our instructors possess.

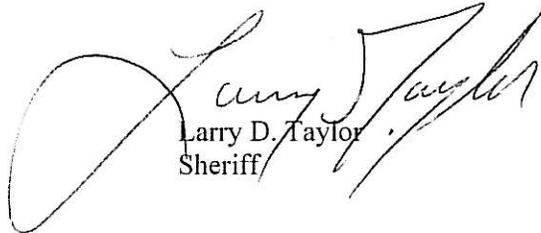
Over the years we have been somewhat successful in acquiring locations to conduct our various training programs by borrowing the necessary space from area high schools, other law enforcement agencies or even private businesses. All of these locations have created unique issues where instructors and Benton County have had to agree to be personally responsible for any damages or injuries that may arise.

As you can see from my letter to you, as well as your own personal experiences, a serious need indeed exists for a training facility that the Benton County Sheriff's Office and other Benton County Offices/Department could utilize. If, after consideration by the Board, the decision for the procurement of the Health Department building as a training facility that the Sheriff's Office would maintain, this office would budget accordingly for the operations and maintenance of this facility. Furthermore, this office would work directly with Commissioner staff to address any necessary remodeling of the building and the costs associated with remodeling.

In closing, I wish to acknowledged to the Board of Commissioners the opportunity that exists in addressing the training needs of all Benton County employees, by providing adequate space to facilitate the necessary and required training for them. The acquisition of this facility is one that I support and I am asking the Board to recognize this opportunity as well.

Thank you and if I can be of further assistance to you, please do not hesitate to give me a call.

Very Truly Yours,



Larry D. Taylor
Sheriff

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 04 Aug 2008 Subject: projects update Memo Date: 30 Jul 2008 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

9:40

Adam will short status reports on several ongoing projects, including but not limited to:

Parks projects, such as Horse Heaven Vista and Two Rivers Boat Dock...

Water issues, such as the Horse Heaven feasibility study, WRIA 31, and Yakima Basin storage...

Rattlesnake Mountain issues...

Animal Control...

Salmon Recovery...

Hanford Reach National Monument management plan...

#

Commissioner Briefing

Major Projects and Programs – Adam J. Fyall

04 AUGUST 2008

9.40

Water Issues

- **Yakima Basin Storage Study** – As discussed briefly on July 28th, the Department of Ecology has decided that a “supplemental environmental impact statement” is necessary to address new information and alternatives not examined in the Bureau of Reclamation’s Storage Study. We provided a letter of comment on the 28th that provided initial scoping comments.
- **WRIA 31** – We are still awaiting final SEPA review and approval for the Plan. This has been delayed because the regional SEPA team has been swamped with wind farm applications. Dave McClure tells me that Ecology is aiming to have this done before the end of August. We chose to do this review with Ecology as a co-lead, which puts us in this position of being at the mercy of their schedule, but we made that choice because we wanted to have Ecology in our corner after-the-fact in case the plan gets challenged by anyone... After SEPA review, we will still need to get the three Board of Commissioners together for final approval, however we can begin the implementation phase in the meantime.
- **Horse Heaven Study** – The project scored well in June with the Policy Advisory Group of the Columbia River Water Program. A final decision on funding our grant application for “gap funding” will come later this month. That decision could be fund as presented, not fund, fund partially, or fund with changes to the workscope.

Hanford Issues

- **Rattlesnake Mountain** – The situation is moving quickly and things continue to go well. Our core working group is meeting about once per week. Energy Northwest has assumed a leadership role. They are committed to having a new building on the summit installed and operational by Thanksgiving... On August 5th we will begin ironing-out details regarding the road... I am working to arrange a tour for a small group of us, including the Sheriff.
- **Waste Treatment Plant** – Construction is on track and things are going well. Steady funding is lined-up for the next five years. One concern we here talked about more, both with the vit plant specifically but with the entire nuclear industry in general, is who will be the workforce?
- **B Reactor** – Has been vetted by the various committees associated with the National Park Service. Interior Secretary Kempthorne now has B Reactor on his desk for a final decision for its inclusion on the register as a National Historic Landmark.
- **Hanford Communities / Energy Communities Alliance** – We are fully-engaged in each of these networks. Franklin County has recently joined Hanford Communities... The next ECA Peer Exchange will focus on the activities and effectiveness of local groups such as Hanford Communities.
- **Hanford Reach National Monument Management Plan** – I am told that the Plan is complete. It will go out to the public in September, and we will see an advance copy later in August. No, seriously.

Parks Issues

- **Parks Comprehensive Plan** – The Plan has been presented to the Planning Commission. I expect action from them at their August 19th meeting; and if they recommend for approval, it will come to Commissioners the following Monday.
- **Horse Heaven Vista** – Final plans are 99% complete by JUB, and they are in a comment loop with Public Works and WSDOT concurrently, working-out final approval.
- **Two Rivers Boat Dock** – The decking pieces for the dock are in fabrication and should be delivered to Siefken and Sons for final installation at any time.

Animal Control

Ryan Brown and I will make the adjustments to the draft ordinance presented to the Board on July 28th. In the meantime, West Richland, having heard the direction of the Board, is focusing their research regarding facility, equipment, and staffing needs.

Community Development

- **Benton City Interchange** – Benton City is now trying to market the east Kiona property that was recently annexed. Availability of sewer and water utilities are key to the attractiveness of the property, and those utilities are almost in place. Webber Canyon and railroad crossing improvements are also important... BLM decisions about their property use are a bit of a linchpin... Benton City EDC has received a CTED grant to study improvements city-wide and of this east Kiona piece specifically.

###