

**August 10, 2009**

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
August 3, 2009, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Treasurer Duane Davidson, Dixie Jameson and Jacki Lahtinen, District Court; DPA Jonathan Young; Central Services Manager Randy Reid; Ed Thornbrugh, Human Services; DPA Ryan Brown; Erhiza Rivera and Nick Kooiker, Treasurer's Office.

Approval of Minutes

The Minutes of July 20, 2009 were approved.

Consent Agenda

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

Central Services

- a. Upgrading County Storage Area Network and Backup Systems

Commissioners

- b. Line Item Transfer, Fund No. 0305-101, Dept. 000
- c. Line Item Transfer, Fund No. 0000-101, Dept. 115
- d. Alternate Dates for Budget Hearings; Rescinding Resolution 09-267
- e. Annual Audit Assessment Schedules for DID 6 and DID 11

Facilities

- f. Purchase of HVAC Air Filters from American Air Filter International
- g. Replacement of Heat Pump for Planning Annex
- h. Contract w/Fowler General Construction for Treasurer's Remodel

Juvenile

- i. Truancy Contract w/Richland School District for 2009 2010 School Year
- j. Food Service Contract Amendment w/Aramark

- k. Professional Service Agreement w/J Staples for Superior Court Defense Representation
- l. Personal Services Contract w/Ernie Chapin for Clinic Facilitator Services
- m. Interagency Agreement, #IAA10121, w/Administrative Office of the Courts - CASA

Parks

- n. Line Item Transfer, Fund No. 0000-101, Dept. 126

Planning

- o. Travel Expense Reimbursements

Prosecuting Attorney

- p. Updated FMLA Policy

Public Works

- q. Interlocal Cooperative Agreement w/Franklin County for Public Works Services

Sheriff

- r. Contract Extension w/Energy Northwest for Specialized Law Enforcement Services
- s. Line Item Transfer, Fund No. 0000-101, Dept. 121

Sustainable Development

- t. Line Item Transfer, Fund No. 0135-101, Dept. 000

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

**Greater Columbia Behavioral Health – Interlocal Agreement**

DPA Jonathan Young presented a draft interlocal agreement that addressed the concerns expressed by the Washington State Auditor's office, including the following: the last formation of GCBH was under four separate interlocal agreements and it should be under one; and ambiguity existed with voting rights for alternate directors on the Board. Mr. Young said the new structure negated a need for an operational board and changed voting requirements for termination from majority to a 2/3 vote.

The Board reviewed the agreement and made suggested changes. Chairman Benitz said the agreement would be presented at the GCBH board meeting on Thursday.

Commissioner Bowman asked about the reimbursement issues for out of county involuntary treatment. Chairman Benitz said the GCBH Board had asked its legal counsel to review that issue.

**District Court Districting Plan – Workshop**

Chairman Benitz presented a new interlocal agreement with the City of Kennewick for District Court services. DPA Ryan Brown said the group had initially met to incorporate the 5<sup>th</sup> judge into the districting plan. The city was now asking to terminate its current 3.46 court and contract with Benton County for district court services. Mr. Brown said he was waiting until August 11 to receive contracts from the other cities and have the contracts signed simultaneously.

The Board agreed to the form of the interlocal agreement.

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

## Animal Control Discussion

Adam Fyall updated the Board on the following issues:

- West Richland had decided to move forward with its plan for a new animal control building and approved relocating their existing location from the Paradise site to the Rupert Road site. They were still waiting to hear if the County wanted to participate.
- Vote of the People: After further review of this option, some problems were revealed and they needed to know today if the Board wanted to move forward.
- RFQ/RFP: Mr. Fyall suggested the Board advertise for a Request for Proposal to provide Benton County with animal control services.
- Tri-Cities Animal Control Authority sent a letter offering the County, as well as Franklin County and West Richland to participate with the Animal Control Authority. However, they have a capacity issue and would not be able to meet the County's needs on a regular basis.

Commissioner Bowman said he was in favor of partnering with West Richland and/or advertising a request for proposal. He said he was not in favor of waiting a few more years.

Commissioner Beaver said the RFP appeared to be the best process and he also did not want to wait any longer. He requested the proposal include options for different levels of service.

Chairman Benitz said he agreed a RFQ was the right approach and he wanted to build an animal control facility at the Quinault property. He suggested using VIT funds as a one-time investment and put together an ordinance for animal control.

Commissioner Bowman said he wanted to find out the cost to operate at another facility versus a county-owned facility.

There was a discussion regarding whether the ordinance would include cats along with stray dogs. The Board agreed the ordinance should include stray dogs and feral cats and include options for a county owned or privately owned facility.

Mr. Fyall said he would provide a new draft ordinance to be included with the RFQ.

## Local Revitalization Financing Interlocal

David Sparks said the City of Kennewick had brought forward a proposal and they had worked on an interlocal agreement for the local revitalization financing. Mr. Sparks said they were fairly close to an agreement, but the main issue was how sales tax would be remitted and calculated. He recommended the Board cap the amount at up to \$37,000 per year.

Commissioner Beaver said he agreed the County should cap the amount at \$37,000 per year.

Commissioner Bowman also agreed and said it had to be "new earned" sales tax. Additionally, he asked how the \$28 million cap on the projects was reached and how an issue on the ballot that provided for a 1% maximum tax increase might affect this issue.

Chairman Benitz said he also agreed with the \$37,000 limit and cap of \$28 million. Mr. Sparks said he would work the issue with Duane Davidson in the Treasurer's office.

### Other Business

#### Local Revitalization Financing Interlocal – City of Richland

Mr. Sparks said they had received a letter from the City of Richland on the same issue and the County would need to opt out by August 25. He added that the Port of Kennewick had opted out pending an interlocal agreement and recommended the Board do the same with the City of Richland until it had a chance to come forward with its project.

The Board agreed to opt out pending an interlocal agreement and encouraged the City of Richland to come forward with its project.

#### NACO Conference

Commissioner Bowman reported on the NACO conference and provided a written report of the issues discussed.

### Vouchers

Check Date: 07/24/2009  
Warrant #: 929120-929399  
Total all funds: \$1,010,936.16

Check Date: 07/24/2009  
Warrant #: 929400-929470  
Total all funds: \$1,751.78

Check Date: 07/29/2009  
Warrant #: 929884  
Total all funds: \$8,000.00

Check Date: 7/31/2009  
Warrant #: 929893-930127  
Taxes #: 01010709  
Total all funds: \$1,928,715.09

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

Resolutions

- 09-489 Upgrading County Storage Area Network and Backup Systems
- 09-490 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 09-491 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 09-492 Alternate Dates for Budget Hearings; Rescinding Resolution 09-267
- 09-493 Annual Audit Assessment Schedules for DID 6 and DID 11
- 09-494 Purchase of HVAC Air Filters from American Air Filter International
- 09-495 Replacement of Heat Pump for Planning Annex
- 09-496 Contract w/Fowler General Construction for Treasurer's Remodel
- 09-497 Truancy Contract w/Richland School District for 2009 2010 School Year
- 09-498 Food Service Contract Amendment w/Aramark
- 09-499 Professional Service Agreement w/J Staples for Superior Court Defense Representation
- 09-500 Personal Services Contract w/Ernie Chapin for Clinic Facilitator Services
- 09-501 Interagency Agreement, #IAA10121, w/Administrative Office of the Courts - CASA
- 09-502 Line Item Transfer, Fund No. 0000-101, Dept. 126
- 09-503 Updated FMLA Policy
- 09-504 Interlocal Cooperative Agreement w/Franklin County for Public Works Services
- 09-505 Contract Extension w/Energy Northwest for Specialized Law Enforcement Services
- 09-506 Line Item Transfer, Fund No. 0000-101, Dept. 121
- 09-507 Line Item Transfer, Fund No. 0135-101, Dept. 000

There being no further business before the Board, the meeting adjourned at approximately 10:23 a.m.

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

\_\_\_\_\_  
Chairman

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

Board of County Commissioners  
BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

August 10, 2009

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

Dear Ms. Waltman:

We are providing this letter in connection with your audit of applicable federal programs of Benton County for the period January 1, 2008 through December 31, 2008 for the purpose of expressing an opinion on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 of Benton County. We confirm that we are responsible for compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133.

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

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

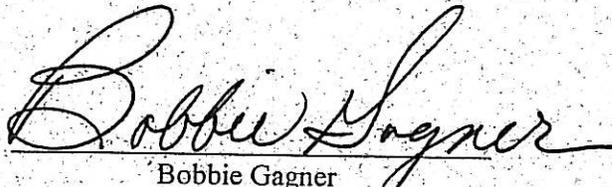
1. We acknowledge and understand our responsibility for complying, and have complied, with the requirements of Office of Management and Budget (OMB) Circular A-133; *Audits of States, Local Governments, and Non-Profit Organizations*.

2. We have prepared the Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133 and included all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
3. We have identified the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal awards.
4. We have complied, in all material respects, with the compliance requirements related to our federal awards.
5. We have disclosed to the auditor any interpretations of federal compliance requirements that vary from federal or pass-through agency interpretations.
6. We have maintained internal control over federal programs sufficient to provide reasonable assurance that awards are managed in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of our federal awards.
7. We have disclosed whether any changes in internal controls over federal awards, including any corrective action taken in response to findings, has occurred subsequent to the audit period.
8. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal agencies or pass-through agencies related to federal awards.
9. We are not aware of any amounts questioned or noncompliance with requirements of our federal awards occurring during or subsequent to the audit period. Further, we have made available to the auditor the results of any other audits or program reviews.
10. We have provided the auditor with all information regarding management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
11. We have made available all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
12. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared, and are prepared on a basis consistent with that presented in the Schedule of Expenditures of Federal Awards.

13. We acknowledge and understand our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements. Further, we have notified you that records or data containing information subject to confidentiality requirements have been made available to you.
14. The copies of federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies.
15. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.
16. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements.

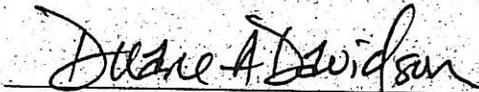
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Max E. Benitz, Jr.  
Chairperson,  
Board of County Commissioners



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Bobbie Gagner  
Benton County Auditor



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Duane A. Davidson  
Benton County Treasurer

cc: Board of County Commissioners  
Bobbie Gagner, Benton County Auditor  
Duane A. Davidson, Benton County Treasurer  
Ryan Brown, Chief Civil Deputy, Benton County

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# RESOLUTION

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

**IN THE MATTER OF PROCLAIMING SEPTEMBER 28, 2009, AS *FAMILY DAY - A DAY TO EAT DINNER WITH YOUR CHILDREN***

**WHEREAS**, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and,

**WHEREAS**, 14 years of surveys conducted by the National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink, or use illegal drugs; and,

**WHEREAS**, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug abuse; and

**WHEREAS**, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented; and

**WHEREAS**, parents who are engaged in their children's lives, through activities such as frequent family dinners, are less likely to have children who abuse substances; and

**WHEREAS**, family dinners have long constituted a substantial pillar of family life in America; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby proclaims September 28, 2009, as *Family Day - A Day to Eat Dinner with Your Children* and urge all citizens to recognize and participate in its observance.

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

RECEIVED

FEB 04 2009

BENTON COUNTY  
COMMISSIONERS

**From:** "Aloo Ragwar" <aragwar@casacolumbia.org>  
**To:** "Aloo Ragwar" <aragwar@casacolumbia.org>  
**Date:** 2/4/2009 1:53 PM  
**Subject:** Family Day Proclamation Request (with attachments)  
**Attachments:** FD\_09\_Sample\_proc[1].doc; FD\_2009\_City-county\_fact\_sheet.pdf; Family\_Day\_2009\_Fact\_sheet.pdf; FD\_09\_Sample\_County\_Press\_Release[1].doc

Dear County Executive:

In 2008 the President, all 50 Governors and the Mayors and Executives of more than 800 cities and counties across the nation proclaimed and supported Family Day - A Day to Eat Dinner with Your Children<sup>TM</sup>. I hope you will join the growing list of your colleagues who commemorate this special day by issuing a proclamation designating September 28, 2009 or the fourth Monday in every September as Family Day - A Day to Eat Dinner with Your

Children<sup>TM</sup>.

The National Center on Addiction and Substance Abuse (CASA) at Columbia University launched Family Day in 2001 after CASA's research consistently found that the more often children eat dinner with their parents, the less likely they are to smoke, drink or use illegal drugs. Last year, scores of Americans celebrated Family Day as well as hundreds of schools, community groups and faith-based organizations nationwide.

In addition to issuing a proclamation, we hope you will consider holding Family Day events and celebrations in your community. To learn more, about how you can celebrate Family Day, please see the attached fact sheet. A sample press release is also attached.

A sample proclamation is attached for your reference. Please send a copy of this year's proclamation to CASA Family Day, 633 Third Avenue, 19th Floor, New York, NY 10017.

For more information about Family Day, please visit [www.CASAFamilyDay.org](http://www.casafamilyday.org) <<http://www.casafamilyday.org/>>. If you have any questions, please contact Nancy Gavilanes, CASA's Family Day Communications Specialist, at 212-841-5308 or [ngavilanes@casacolumbia.org](mailto:ngavilanes@casacolumbia.org). Thank you for your continued support.

Sincerely,

Joseph A. Califano, Jr.

Chairman and President

The National Center on Addiction and

Substance Abuse at Columbia University

633 Third Avenue

New York, NY 10017-6706

Ph: 212-841-5308

www.CASAFamilyDay.org <<http://www.casafamilyday.org/>>

## ALONG WITH ISSUING YOUR FAMILY DAY PROCLAMATION YOU COULD:

- Challenge all parents in your community to log onto [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org) to take the *Family Day* STAR Pledge to commit to:

Spend time with your kids by having dinner together

Talk to them about their friends, interests and the dangers of drugs and alcohol

Answer their questions and listen to what they say

Recognize that YOU have the power to keep your kids substance-free!

- Attend a family friendly event on or leading up to *Family Day*. You could partner with community groups and local businesses that are organizing *Family Day* events or invite families and leaders to an event at a local landmark or any other family friendly site.
- Issue a press release announcing your support of *Family Day*.
- Link to [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org) from your website.
- Order *Family Day* brochures, posters and magnets to distribute throughout the community and to employees.

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## FAMILY DAY CELEBRATIONS



Governor Arnold Schwarzenegger attended a *Family Day* event hosted by Honorary Chair of *Family Day* in California, First Lady Maria Shriver.



Governor Kathleen Sebelius signed her *Family Day* proclamation at an event hosted by a *Family Day* Sponsor the Friday before *Family Day*.

For more information about *Family Day*,  
log onto [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org).

**CELEBRATE FAMILY DAY**  
**SEPTEMBER 28, 2009**



## DINNER MAKES A DIFFERENCE

*Family Day – A Day to Eat Dinner with Your Children™* is a national movement that promotes the parental engagement fostered during frequent family dinners as a simple, effective way to prevent substance abuse in kids. *Family Day* is celebrated annually on the fourth Monday in September and was launched by The National Center on Addiction and Substance Abuse (CASA\*) at Columbia University in 2001.

From 2003 to 2008 research by CASA has consistently found that children who have frequent family dinners are less likely to use marijuana, tobacco and drink alcohol. CASA research reveals that compared to children who have frequent family dinners (five or more per week), children who have infrequent family dinners (less than three per week) are:

- Two and a half times likelier to have used marijuana
- Two and a half times likelier to have used tobacco
- One and a half times likelier to have drunk alcohol

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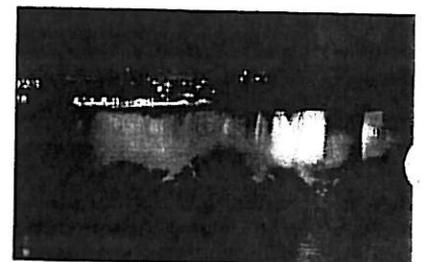
## FAMILY DAY 2008 HIGHLIGHTS

- The President, all 50 Governors and the Mayors and Executives of more than 800 cities and counties nationwide proclaimed and supported *Family Day*
- Honorary Chair of *Family Day* in California, First Lady Maria Shriver, hosted a *Family Day* event for the 3rd consecutive year
- Jamie Lee Curtis was featured in *Family Day* 2008 PSAs that aired on TV Land and nationally cross channel
- 200+ non-profit and faith-based organizations promoted *Family Day*
- Television coverage resulted in 33 television hits including ABC's "This Week with George Stephanopoulos". Print coverage resulted in 90 original stories, including a mention in *Family Circle*
- Major League Baseball teams across the country celebrated *Family Day* including the Boston Red Sox, Arizona Diamondbacks, San Diego Padres, Oakland Athletics, Cincinnati Reds and the Los Angeles Dodgers
- Niagara Falls "lit up" in *Family Day* colors for the 4th year in a row



For more information about *Family Day*,  
log onto [www.CASAFamilyDay.org](http://www.CASAFamilyDay.org).

**CELEBRATE FAMILY DAY  
SEPTEMBER 28, 2009**



BENTON COUNTY  
SALARY REQUEST STATEMENT

C

REASON FOR REQUEST Initial Placement

POSITION County Engineer

Malcolm Bowie

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 9-1-09

OFFICE/DEPARTMENT Public Works

SALARY FROM \_\_\_\_\_ TO 25E

[Signature]  
ELECTED OFFICIAL/DEPARTMENT DIRECTOR  
DATE

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

**BACKGROUND INFORMATION** (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS:

**FISCAL IMPACT AND REVIEW**

FIRST YEAR IMPACT: \_\_\_\_\_

AGGREGATE IMPACT: \_\_\_\_\_

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel BCPERS 0014/95	Yellow--Payroll	Pink--Commissioners	Goldenrod--Department
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# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BENTON COUNTY BOARD OF COMMISSIONERS OPTING OUT, AS A TAXING DISTRICT AND AS A PARTICIPATING LOCAL GOVERNMENT, OF THE REVITALIZATION FINANCING BY THE CITY OF RICHLAND FOR THE REVITALIZATION AREA FOR INDUSTRY, SCIENCE, AND EDUCATION (RAISE)**

**WHEREAS**, City of Richland is proposing that Benton County contribute an unspecified amount of tax revenues to help finance the construction of roads and other infrastructure improvements in a Local Revitalization Financing (LRF) area in North Richland that includes the Tri-Cities Research District, the Port of Benton Manufacturing Mall and the Horn Rapids Industrial Park, as depicted on the July 24, 2009, letter from the Mayor of the City of Richland to the Chairman of the Board of Benton County Commissioners; and

**WHEREAS**, LRF plans are allowed by Chapter 270, 2009 Laws of Washington, and authorize a city, town or county to declare an LRF area, issue bonds up to 25 years to finance certain public improvements, and use certain future property taxes and sale taxes of another governmental entity generated from new improvements within LRF boundaries to pay such bonds and/or the costs of such improvements; and

**WHEREAS**, Chapter 270, 2009 Laws of Washington, does not prohibit governmental entities that opt out under Sections 106 and/or 107 from later choosing to participate in the LRF plan; and

**WHEREAS**, due to a restrictive thirty (30) day requirement imposed on the County, the timing of the City of Richland's actions and the limited information produced by the City, Benton County staff and legal counsel have not had sufficient time to fully understand the LRF plan being proposed by the City of Richland or the legal and financial impacts of the LRF plan on Benton County. County staff recommends that the Board of County Commissioners adopt this resolution to opt out as both a taxing district under Section 106 and as a participating local government under Section 107 of Chapter 270, 2009 Laws of Washington, at least until sufficient legal and financial review can be undertaken and the County can make an informed decision as to whether to participate; and **NOW, THEREFORE,**

**BE IT HEREBY RESOLVED** that Benton County, through its Board of County Commissioners, elects to opt out, both as a participating taxing district and as a participating local government under Sections 106 and 107 of the above referenced legislation, of the City of Richland's local revitalization financing plan for the RAISE area;

**BE IT FURTHER RESOLVED** that the County Administrator is directed to have a copy of this resolution delivered to the Richland City Council and City Manager prior to August 25, 2009.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: .....  
Clerk of the Board

cc: Treasurer; Assessor; BCPA; Smith Kelty; City of Richland; Richland City Council; Richland City Manager; Port of Benton  
LSK

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# RESOLUTION

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

**IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS FOR THE YEAR 2009, RESCINDING RESOLUTION 09-077**

**WHEREAS**, Benton County has hired a new County Engineer effective September 1, 2009 and desires to amend the organization of the Benton County Commissioners for the year 2009;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2009 effective September 1, 2009:

- CHAIRMAN OF THE BOARD.....Max Benitz, Jr.
- CHAIRMAN PRO-TEM.....Leo Bowman
- COUNTY ADMINISTRATOR .....David Sparks
- CLERK OF THE BOARD ..... Cami McKenzie  
..... Lisa Small, Alt.  
..... Marilu Flores, Alt.
- BENTON COUNTY ENGINEER ..... Malcolm Bowie
- BENTON COUNTY PEST BOARD SUPERINTENDENT .....Frank Wolf
- BENTON COUNTY WSU EXTENSION DIRECTOR .....Marianne Ophardt
- BI-PIN .....Brian White  
..... David Sparks, Alt.
- B-F REGIONAL REVOLVING LOAN FUND BOARD ..... James Beaver  
..... Leo Bowman, Alt.
- BEN FRANKLIN TRANSIT BOARD .....Leo Bowman  
..... James Beaver, Alt.
- BENTON CITY CAPITAL FACILITIES AREA LIBRARY BOARD .....Max Benitz, Jr.  
..... Leo Bowman  
..... James Beaver
- BENTON CLEAN AIR AUTHORITY ..... James Beaver  
..... Leo Bowman, Alt.
- BENTON COUNTY FINANCE COMMITTEE (rotate w/chair).....Max Benitz, Jr.
- BENTON COUNTY LEOFF DISABILITY BOARD.....Max Benitz, Jr.

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS ..... James Beaver  
..... Max Benitz, Jr., Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD ..... Leo Bowman

BENTON-FRANKLIN-WALLA WALLA GOOD ROADS ASSN. .... Leo Bowman  
..... James Beaver, Alt.

BI-COUNTY HEALTH BOARD ..... James Beaver  
..... Max Benitz, Jr.  
..... Leo Bowman

CONSOLIDATED JUVENILE SVCS. BOARD ..... James Beaver

CREDIT (Columbia Regional Economic Development Trust) ..... Leo Bowman

EMERGENCY SERVICES BOARD ..... Max Benitz, Jr.

ENERGY COMMUNITIES ALLIANCE ..... James Beaver  
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (RSN) ..... Max Benitz, Jr.  
..... Carrie Huie-Pascua, Alt.

HANFORD ADVISORY BOARD ..... Maynard Plahuta  
..... Kenneth Gasper, Alt.  
..... Richard Jansons, 2<sup>nd</sup> Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE ..... Max Benitz, Jr.

HOMELESS HOUSING ..... Carrie Huie-Pascua

HUMAN SERVICES DIRECTOR ..... Carrie Huie-Pascua

METRO ..... David Sparks  
..... Loretta Smith Keltly, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo) ..... Leo Bowman

PARK BOARD (ex-officio) ..... James Beaver  
..... Leo Bowman, Alt.

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (PEDA) ..Max E. Benitz, Jr. (ex-officio)

SOLID WASTE ADVISORY COMMITTEE ..... James Beaver  
..... Leo Bowman, Alt.

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio)..... Leo Bowman

TRI-CITY VISITOR & CONVENTION BUREAU..... James Beaver

TRI-COUNTY METROPOLITAN TRANSPORTATION..... Leo Bowman  
James Beaver, Alt.

TRIDEC..... James Beaver  
Max Benitz, Jr., Alt.

WASHINGTON COUNTIES INSURANCE FUND..... Max Benitz, Jr.  
Melina Wenner, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES  
BOARD OF DIRECTORS ..... Leo Bowman

WASHINGTON STATE ASSOCIATION OF COUNTIES  
LEGISLATIVE STEERING COMMITTEE ..... Leo Bowman

WASHINGTON STATE GOOD ROADS &  
TRANSPORTATION ASSOCIATION..... James Beaver  
Leo Bowman, Alt.

WORKFORCE DEVELOPMENT COUNCIL..... James Beaver  
Max Benitz, Jr., Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARD ..... Leo Bowman

YAKIMA WATER RESOURCE AGENCY ..... Max Benitz, Jr.  
James Beaver, Alt.

Dated at Prosser, Washington, this \_\_\_\_\_ day of August, 2009.

\_\_\_\_\_  
Chairman

ATTEST:

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

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

\_\_\_\_\_  
Member

Constituting the Board of  
Benton County Commissioners

f

# RESOLUTION

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

**IN THE MATTER OF AMENDING THE RESOLUTION AUTHORIZING PURCHASES FROM AMERICAN AIR FILTER (AAF INTERNATIONAL) FOR AIR FILTERS FOR HVAC UNDER WASHINGTON STATE CONTRACT # 09903 FOR BENTON COUNTY FACILITIES; AMENDING RESOLUTION 09-494**

**WHEREAS**, the Board approved Resolution 09-494 approving the purchase of HVAC air filters from American Air Filter (AAF International) under Washington State Contract # 09903 for Benton County Facilities; and

**WHEREAS**, Resolution 09-494 approved the purchase of HVAC air filters through December 31, 2010, however, the state contract expires on January 13, 2010; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that Resolution 09-494 is hereby amended to approve the purchase of HVAC air filters from American Air Filter (AAF International) by Benton County Facilities under Washington State Contract # 09903 through December 31, 2009.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Appointment of	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	Kathy Mills-George as CDMHP	Pass Ordinance	<input type="checkbox"/>	1 <sup>st</sup> Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 <sup>nd</sup> Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

County Designated Mental Health Professionals (CDMHPs) are appointed by counties to perform the duties defined in WAC 388-865-0245. The Department of Human Services would like Kathy Mills-George appointed as a CDHMP. She is employed at the Benton and Franklin Counties Department of Human Services and currently working at the Crisis Response Unit and meets the educational and/or experience requirements specified in the WAC.

**SUMMARY**

Appoint Kathy Mills-George as a CDMHP. An updated CDMHP list is attached to the Resolution.

**RECOMMENDATION**

Sign the Joint Resolution to appoint Kathy Mills-George as a CDMHP.

**FISCAL IMPACT**

There is no fiscal impact.

**MOTION**

To approve signing the Joint Resolution to appoint Kathy Mills-George as a County Designated Mental Health Professional while employed at the Crisis Response Unit.

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**IN THE MATTER OF APPOINTING COUNTY-DESIGNATED MENTAL HEALTH  
PROFESSIONALS**

**WHEREAS**, it is the Counties' responsibility to appoint County-Designated Mental Health Professionals (CDMHPs) as defined in WAC 388-865-0245 to perform the duties specified in Chapters 71.05, 71.34 and 70.96A RCW; and

**WHEREAS**, individuals employed by Benton Franklin Counties' Department of Human Services' Crisis Response Unit perform the CDMHP duties for Benton County and Franklin County; and

**WHEREAS**, the Crisis Response Unit wishes to appoint Kathy Mills-George as a CDMHP since he now meets the educational and/or experience requirements as specified in WAC 388-865-0245; and

**WHEREAS**, the list of appointed County Designated Mental Health Professionals, attached hereto as Exhibit A, is updated to include Kathy Mills-George; **NOW THEREFORE**,

**BE IT RESOLVED**, that Kathy Mills-George be appointed as a County Designated Mental Health Professional; and

**BE IT FURTHER RESOLVED** that appointments of County Designated Mental Health Professionals shall be limited to the period during which they are assigned to perform the functions of a CDMHP and are employed by the Crisis Response Unit of Benton and Franklin Counties.

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

Originals (3): Benton County, Franklin County, Human Services  
Copies (1): Kathy Mills-George

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**EXHIBIT A**

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**COUNTY-DESIGNATED  
MENTAL HEALTH PROFESSIONALS**

Dated: June 19, 2009

<u>NAME</u>	<u>DATE APPOINTED</u>
Patrick C. R. Brunk.....	January, 1992
James C. Laws .....	January, 1992
James Tutwiler.....	April, 1994
Randi Hankins.....	July, 1996
Kyle Sullivan .....	February, 1998
Kathleen Laws .....	September, 2000
Cristina Maldonado .....	February, 2004
Gordon Cable.....	June, 2004
Hector DeLeon.....	February, 2006
Tony Larsen .....	January, 2007
Karin Cagle .....	July, 2008
Edward Thornbrugh .....	May, 2009
Carlos Alvarez.....	June, 2009
Kathy Mills-George.....	July, 2009

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

COPY<sup>h</sup>

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-FSCCS-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The Department of Human Services (DHS) would like to amend the agreement contract with First Step Community Counseling Services for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

**SUMMARY**

**Award:** Consideration shall be fee for service

**Period:** July 1, 2007 to September 30, 2009

**Funding Source:** Division of Alcohol and Substance Abuse

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Amendment #07/09-SA-FSCCS-01 with First Step Community Counseling Services and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-FSCCS-01 BETWEEN  
FIRST STEP COMMUNITY COUNSELING SERVICES AND BENTON AND FRANKLIN  
COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

**WHEREAS**, the consideration of the Amendment is fee for service, and

**WHEREAS**, the Agreement is effective July 1, 2007 and remains effective until September 30, 2009, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-FSCCS-01 on behalf of the Board of Benton and Franklin County Commissioners.

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

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

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

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

\_\_\_\_\_  
Chair, Pro Tem

\_\_\_\_\_  
Chair, Pro Tem

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

Carey

COPY

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

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-AFW-01	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 <sup>st</sup> Discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

**BACKGROUND INFORMATION**

The Department of Human Services (DHS) would like to amend the agreement contract with Advocates for Wellness for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

**SUMMARY**

**Award:** Consideration shall be fee for service  
**Period:** July 1, 2007 to September 30, 2009  
**Funding Source:** Division of Alcohol and Substance Abuse

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Amendment #07/09-SA-AFW-01 with Advocates for Wellness and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-AFW-01 BETWEEN  
ADVOCATES FOR WELLNESS AND BENTON AND FRANKLIN COUNTIES'  
DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

**WHEREAS**, the consideration of the Amendment is fee for service, and

**WHEREAS**, the Agreement is effective July 1, 2007 and remains effective until September 30, 2009, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-AFW-01 on behalf of the Board of Benton and Franklin County Commissioners.

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

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

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

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

\_\_\_\_\_  
Chair, Pro Tem

\_\_\_\_\_  
Chair, Pro Tem

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-KCS-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

**BACKGROUND INFORMATION**

The Department of Human Services (DHS) would like to amend the agreement contract with Knowledge Counseling Service for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

**SUMMARY**

**Award:** Consideration shall be fee for service

**Period:** July 1, 2007 to September 30, 2009

**Funding Source:** Division of Alcohol and Substance Abuse

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Amendment #07/09-SA-KCS-01 with Knowledge Counseling Services and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-KCS-01 BETWEEN KNOWLEDGE COUNSELING SERVICES AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

**WHEREAS**, the consideration of the Amendment is fee for service, and

**WHEREAS**, the Agreement is effective July 1, 2007 and remains effective until September 30, 2009, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-KCS-01 on behalf of the Board of Benton and Franklin County Commissioners.

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

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

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

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

\_\_\_\_\_  
Chair, Pro Tem

\_\_\_\_\_  
Chair, Pro Tem

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

Carey

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

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AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-SCC-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

**BACKGROUND INFORMATION**

The Department of Human Services (DHS) would like to amend the agreement contract with Somerset Counseling Center for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

**SUMMARY**

**Award:** Consideration shall be fee for service

**Period:** July 1, 2007 to September 30, 2009

**Funding Source:** Division of Alcohol and Substance Abuse

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Amendment #07/09-SA-SCC-01 with Somerset Counseling Center and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-SCC-01 BETWEEN SOMERSET COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

**WHEREAS**, the consideration of the Amendment is fee for service, and

**WHEREAS**, the Agreement is effective July 1, 2007 and remains effective until September 30, 2009, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-SCC-01 on behalf of the Board of Benton and Franklin County Commissioners.

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

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

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

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

\_\_\_\_\_  
Chair, Pro Tem

\_\_\_\_\_  
Chair, Pro Tem

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

Carey

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

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #07/09-SA-UCS-01	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

**BACKGROUND INFORMATION**

The Department of Human Services (DHS) would like to amend the agreement contract with Unity Counseling Services for substance abuse treatment services for the 2007-09 biennium. This amendment would extend the original agreement three months.

**SUMMARY**

**Award:** Consideration shall be fee for service  
**Period:** July 1, 2007 to September 30, 2009  
**Funding Source:** Division of Alcohol and Substance Abuse

**RECOMMENDATION**

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

**FISCAL IMPACT**

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

**MOTION**

To approve signing Amendment #07/09-SA-UCS-01 with Unity Counseling Services and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF AMENDMENT #07/09-SA-UCS-01 BETWEEN  
UNITY COUNSELING SERVICES AND BENTON AND FRANKLIN COUNTIES'  
DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, It is the purpose of this Amendment is to extend the current Agreement three months. All other provisions set out in the underlying Agreement remain in full force and effect; and

**WHEREAS**, the consideration of the Amendment is fee for service, and

**WHEREAS**, the Agreement is effective July 1, 2007 and remains effective until September 30, 2009, NOW THEREFORE,

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

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign amendment #07/09-SA-UCS-01 on behalf of the Board of Benton and Franklin County Commissioners.

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

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

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

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

\_\_\_\_\_  
Chair, Pro Tem

\_\_\_\_\_  
Chair, Pro Tem

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

# BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET



AGENDA ITEM	TYPE OF ACTION NEEDED	
<b>Agreement with Community, Trade and Economic Development</b>	<input checked="" type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 <sup>st</sup> Discussion <input type="checkbox"/> 2 <sup>nd</sup> discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

## BACKGROUND INFORMATION

Community, Trade and Economic Development (CTED) would like to contract with the Department of Human Services (DHS) for the oversight and /or provision of services related to Housing Opportunity for Persons with Aids (HOPWA). Human Services will participate in the regional HOPWA project entitled Regionally Assisted Collaborative Housing Project (REACH) in Benton and Franklin Counties. The target population for these services are persons who are HIV+ or living with AIDS and are homeless or are experiencing a high risk of homelessness.

## SUMMARY

**Award:** The maximum consideration for this agreement is \$50,304

**Period:** July 1, 2009 through June 31, 2010

**Funding Source:** Housing and Urban Development HOPWA Program

## RECOMMENDATION

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

## FISCAL IMPACT

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

## MOTION

To approve signing the Agreement between Human Services and CTED and authorize the Chair to sign on behalf of the Board.

# JOINT RESOLUTION

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

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

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

**IN THE MATTER OF EXECUTION OF A SERVICE AGREEMENT BETWEEN THE COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT (CTED) AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, and**

**WHEREAS**, Community, Trade and Economic Development (CTED) would like to contract with the Department of Human Services (DHS) for the oversight and /or provision of services related to Housing Opportunity for Persons with Aids (HOPWA) to persons who are HIV+ or living with AIDS and are homeless or are experiencing a high risk of homelessness; and

**WHEREAS**, These services shall commence on July 1, 2009 through June 31, 2010, NOW THEREFORE,

**BE IT RESOLVED** that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Service Agreement, and

**BE IT FURTHER RESOLVED** that the Chairs of Benton and Franklin County Commissioners are hereby authorized to sign on behalf of the Board of Benton and Franklin County Commissioners.

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

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

\_\_\_\_\_  
Chair, Benton Co. Commissioners

\_\_\_\_\_  
Chair, Franklin Co. Commissioners

\_\_\_\_\_  
Chair, Pro Tem

\_\_\_\_\_  
Chair, Pro Tem

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

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

Attest: .....  
Clerk of the Board

Attest: .....  
Clerk of the Board

cc: Human Services, Franklin County, Benton County

Carey

n

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-10-09 F/C 08-17-09		
SUBJECT: Truancy Contract for Kennewick School District for 2009 2010 School Year		
Prepared By: Donna A Lee		
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. With the start of the new school (September 1, 2009, through June 30, 2010), the Kennewick School District has received their BECCA Bill grant monies and wish to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2009, through July 31, 2010.

**SUMMARY**

Kennewick has contracted with us to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services; provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; follow-up truancy petition requirements; and provide an Attendance Specialist on an "as needed" basis.

**RECOMMENDATION**

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Kennewick School District.

**FISCAL IMPACT**

This is a state-funded grant whereby we are reimbursed for services provided. There is no fiscal impact to the counties.

**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 Fee for Service Contract with the Kennewick School District.

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 FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND KENNEWICK SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Kennewick School District, in the amount of \$44,023.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2009 and terminating on July 31, 2010, NOW, THEREFORE

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

DATED this 10<sup>th</sup> day of August 2009.

DATED this 17<sup>th</sup> day of August 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

ATTEST:

ATTEST:

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

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

**JUDGES**

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### FEE FOR 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 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 Kennewick School District, with its principal offices at 524 South Auburn, Kennewick, WA, 99336, (hereinafter referred to as "District").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2009, through July 31, 2010, unless terminated prior to that time as provided herein.

#### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$14.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

**3. CONTRACT REPRESENTATIVES**

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

- A. For District: **Dave Bond**  
**Superintendent**  
**Kennewick School District**  
**524 South Auburn**  
**Kennewick WA 99336**  
**Phone: (509) 222-5020**  
**Fax: (509) 222-5050**  
**E-mail: dave.bond@ksd.org**
  
- B. For Counties: **Sharon Paradis**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Phone: (509) 736-2724**  
**Fax: (509) 222-2311**  
**E-mail: sharon.paradis@co.benton.wa.us**

**4. COMPENSATION**

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

- A. The District will pay Counties Forty-Four Thousand Twenty-Three Dollars (\$44,023.00), which includes up to Ten Thousand Five Hundred Twenty-Eight Dollars (\$10,528.00) for tracker services for the entire contract period, to be paid in quarterly installments of Eleven Thousand Five Dollars and Seventy-Five Cents (\$11,005.75) each, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Forty-Four Thousand Twenty-three Dollars (\$44,023.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. **AMENDMENTS AND CHANGES IN WORK**

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. **HOLD HARMLESS AND INDEMNIFICATION**

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

7. **TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**10. COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

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

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

**12. DISPUTES**

Differences between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

**13. CONFIDENTIALITY**

The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give

the Counties written notice of any judicial proceeding seeking disclosure of such information.

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

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

**15. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the District each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**16. NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

**17. 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.

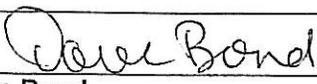
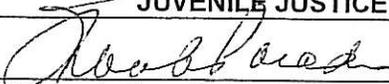
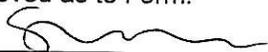
**18. ENTIRE AGREEMENT**

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

19. NOTICES

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

The parties have caused this Contract to be signed as follows:

<b>KENNEWICK SCHOOL DISTRICT</b>	<b>BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER</b>
 7/21/09	 7/21/09
Dave Bond Superintendent	Sharon A. Paradis Administrator
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:  7/16/09	Approved as to Form: <u>Agreed Review Performed by Benton County</u>
Sarah Perry, Deputy Prosecuting Attorney Date	Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Max E. Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

AGENDA ITEM: Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-10-09 F/C 08-17-09		
SUBJECT: Personal Services Contract between BFJJC and Michael Henry, MS, ABS.		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

**BACKGROUND INFORMATION**

Michael Henry, MS, ABS, has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of July 1, 2009 through June 30, 2011, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Michael Henry, MS, ABS.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Michael Henry, MS, ABS, to provide sex offender treatment as outlined above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND MICHAEL HENRY, MS, ABS, and

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

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

DATED this 10<sup>th</sup> day of August 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 17<sup>th</sup> day of August 2009  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

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

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

**JUDGES**

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

**BENTON-FRANKLIN COUNTIES  
JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator  
Juvenile Court Services

**SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

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

**PERSONAL SERVICES CONTRACT  
BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER  
AND MICHAEL HENRY, MS, ABS.**

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Michael Henry, MS, ABS. with his principal offices at PO Box 429, Richland, WA, 99352-0429 (hereinafter referred to as "Contractor").

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

**1. DURATION OF CONTRACT**

The term of this Contract shall be July 1, 2009, through June 30, 2011. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

**2. SERVICES PROVIDED**

A. Pursuant to RCW 13.40.160, the Contractor shall provide the following services for selected first-time, adjudicated sex offenders:

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
  - a. Respondent's version of the facts;
  - b. Official version of the facts;
  - c. Respondent's offense history;
  - d. Assessment of problems in addition to the alleged deviant behaviors;
  - e. Respondent's, social, educational, and employment situation;
  - f. Other evaluation measures used; and
  - g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:
    - a. Frequency and type of contact between offender and treatment providers;
    - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
    - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
    - d. Anticipated length of treatment, and
    - e. Recommended crime-related prohibitions.
  3. Provide treatment that complies with WAC Chapter 246-930 and the rules adopted by the Department of Health, and that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator.
  4. Submit, at the request of the Juvenile Probation Counselor, a six-month Court Review Treatment Report, that includes at minimum the following: Dates of attendance, respondent's compliance with requirements, treatment activities, respondent's relative progress in treatment, formal risk assessments to include at minimum the Structured Assessment of Violence Risk Youth (SAVRY) and Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), modifications to the treatment plan, and any other material specified by the court at the time of disposition.
- B. 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 Counties.
  - C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
  - D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
  - E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. **CONTRACT REPRESENTATIVES**

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

- A. For Contractor: **Michael Henry, MS, ABS.  
PO Box 429  
Richland WA 99352-0429**
  
- B. For Counties: **Sharon Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336**

4. **COMPENSATION**

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

- A. At the rate of \$75.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$525.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$150.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. At the flat rate of \$70.00 for each six-month Court Review Treatment Report.
- E. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- F. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- G. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- H. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may,

in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- I. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. **AMENDMENTS AND CHANGES IN WORK**

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

6. **HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the

Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.

- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## 7. INSURANCE

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

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

- B. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur

finer or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

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

Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain employers liability insurance. To the extent Contractor hires any employees, however, Contractor shall obtain and maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. **Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. Benton and Franklin Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
  8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.
- E. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
1. The Contractor shall furnish the Counties with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
  2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator  
Benton Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336**

6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

## **8. TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract by giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.

- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or

deem to be or act or purport to act as an employee, agent, or representative of the Counties.

- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

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

**13. OTHER PROVISIONS**

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

**A. Background Check/Criminal History**

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

**B. Sexual Misconduct**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

**15. NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

**18. DISPUTES**

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due

the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

**19. CONFIDENTIALITY**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

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

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and

conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

The parties have caused this Contract to be signed as follows:

<b>Contractor</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
<i>Michael Henry</i> 7-29-09	<i>Sharon A. Paradis</i> 7/29/09
<b>Michael Henry, MS, ABS.</b> <b>Date</b>	<b>Sharon A. Paradis</b> <b>Date</b>
<b>BENTON COUNTY APPROVAL</b>	<b>FRANKLIN COUNTY APPROVAL</b>
Approved as to Form:	Approved as to Form:
<i>Sarah Perry</i> 7/22/09	<u>Agreed Review Performed by Benton County</u>
Sarah Perry, Deputy Prosecuting Attorney <b>Date</b>	Ryan Verhulp, Civil Deputy Prosecuting Attorney <b>Date</b>
By: _____	By: _____
Name: <u>Max E. Benitz</u>	Name: <u>Rick Miller</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

P

AGENDA ITEM: Consent	<b>TYPE OF ACTION</b>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-10-09 F/C 08-17-09	<b>NEEDED</b>	
SUBJECT: Personal Services Contract between BFJJC and Richard Cornish, Ph.D.	Executive Contract <u>xx</u>	
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	
Reviewed By: Sharon Paradis	Pass Ordinance	
	Pass Motion	
	Other	

**BACKGROUND INFORMATION**

Richard D. Cornish, Ph.D., has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of July 1, 2009 through June 30, 2011, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Dr. Cornish.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Dr. Cornish, to provide sex offender treatment as outlined above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND RICHARD D. CORNISH, Ph.D., and

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

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

DATED this 10<sup>th</sup> day of August 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 17<sup>th</sup> day of August 2009  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

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

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

**JUDGES**

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND RICHARD D. CORNISH, PH.D.

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388, (hereinafter collectively referred to as "Counties"), and Richard D. Cornish, Ph.D. with his principal office at 1776 Fowler STE 11, Richland, WA, 99352 (hereinafter referred to as "Contractor").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2009, through June 30, 2011. The Contractor shall complete all work by the time(s) specified herein, or, if no such time is otherwise specified, no later than the expiration date.

#### 2. SERVICES PROVIDED

- A. Pursuant to RCW 13.40.160, the Contractor shall provide the following services for selected first-time, adjudicated sex offenders:
1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
    - a. Respondent's version of the facts;
    - b. Official version of the facts;
    - c. Respondent's offense history;
    - d. Assessment of problems in addition to the alleged deviant behaviors;
    - e. Respondent's, social, educational, and employment situation;
    - f. Other evaluation measures used; and
    - g. Amenability to treatment and risk to the community.

2. Develop a proposed treatment plan that includes:
  - a. Frequency and type of contact between offender and treatment providers;
  - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
  - c. Monitoring plans including any requirement regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
  - d. Anticipated length of treatment, and
  - e. Recommended crime-related prohibitions.
  
3. Provide treatment that complies with WAC Chapter 246-930 and the rules adopted by the Department of Health and that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator.
  
4. Submit, at the request of the Juvenile Probation Counselor, a six-month Court Review Treatment Report that includes at minimum the following: Dates of attendance, respondent's compliance with requirements, treatment activities, respondent's relative progress in treatment, formal risk assessments to include at minimum the Structured Assessment of Violence Risk Youth (SAVRY) and Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), modifications to the treatment plan, and any other material specified by the court at the time of disposition.

- B. 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 Counties.
  
- C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
  
- D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
  
- E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

### 3. CONTRACT REPRESENTATIVES

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

- A. For Contractor: **Richard D. Cornish, Ph.D.  
1030 N. Center Parkway, Suite 107  
Kennewick, WA 99336**
  
- B. For Counties: **- Sharon Paradis, Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336**

### 4. COMPENSATION

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

- A. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$400.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. At the rate of \$70.00 per hour for individual or staff supervision services and Provider meetings.
- E. At the flat rate of \$70.00 for each six-month Court Review Treatment Report.
- F. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- G. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- H. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.

- I. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- J. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on

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

- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## 7. INSURANCE

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

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

- B. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers

compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

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

Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain employers liability insurance. To the extent Contractor hires any employees, however, Contractor shall obtain and maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

D. **Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. Benton and Franklin Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

E. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A:VII. Any exception to this requirement must be reviewed and approved by both of the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. The Contractor shall furnish the Counties with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator  
Benton Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336**

6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County's Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

## **8. TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract by giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily

terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.

- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.

- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

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

**13. OTHER PROVISIONS**

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

**A. Background Check/Criminal History**

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

**B. Sexual Misconduct**

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

**14. INSPECTION OF BOOKS AND RECORDS**

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

**15. NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

- A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
- B. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

**18. DISPUTES**

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

**19. CONFIDENTIALITY**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

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

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

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



9.

AGENDA ITEM: Consent	<b>TYPE OF ACTION</b>	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 08-10-09 F/C 08-17-09	<b>NEEDED</b>	
SUBJECT: Personal Services Contract between BFJJC and Matthew Cummings dba Riverview Counseling and Consulting, Inc.	Executive Contract <u>xx</u>	
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	
Reviewed By: Sharon Paradis	Pass Ordinance Pass Motion Other	

**BACKGROUND INFORMATION**

Matthew Cummings, dba, Riverview Counseling and Consulting, Inc. has been providing the following services for a number of years: (A) Individual and Family Counseling; (B) Special Sex Offender Disposition Alternative (SSODA) Assessments; (C) Sex Offender Assessments; (D) Group Sex Offender Counseling; and (E) SSODA quarterly report on each SSODA client. The attached contract is for the term of July 1, 2009 through June 30, 2011, which runs concurrent with the DSHS/JRA Consolidated Juvenile Services contract.

**SUMMARY**

These services will be paid for by SSODA dollars.

**RECOMMENDATION**

I recommend that the both the Benton County and Franklin County Boards of Commissioners sign the Resolution and Personal Services Contract with Riverview Counseling and Consulting, Inc.

**FISCAL IMPACT**

These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

**MOTION**

I move we approve the Personal Services Contract between the Benton-Franklin Counties Juvenile Justice Center and Matthew Cummings dba Riverview Counseling and Consulting, Inc., to provide sex offender treatment as outlined above.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND RIVERVIEW COUNSELING AND CONSULTING, INC., and

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

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

DATED this 10<sup>th</sup> day of August 2009  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 17<sup>th</sup> day of August 2009  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

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

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

**JUDGES**

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

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

### PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND RIVERVIEW COUNSELING AND CONSULTING, INC.

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336-1388 (hereinafter, collectively referred to as, "Counties"), and Riverview Counseling and Consulting, Inc., with its principal offices at 660 George Washington Way STE B, Richland, WA 99352, (hereinafter referred to as "Contractor").

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

#### 1. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2009, through June 30, 2011. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

#### 2. SERVICES PROVIDED

A. Pursuant to RCW 13.40.160, the Contractor shall provide the following services for selected first-time, adjudicated sex offenders:

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
  - a. Respondent's version of the facts;
  - b. Official version of the facts;
  - c. Respondent's offense history;
  - d. Assessment of problems in addition to the alleged deviant behaviors;

- e. Respondent's social, educational, and employment situation;
  - f. Other evaluation measures used; and
  - g. Amenability to treatment and risk to the community.
2. Develop a proposed treatment plan that includes:
    - a. Frequency and type of contact between offender and treatment providers;
    - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
    - c. Monitoring plans including any requirement regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
    - d. Anticipated length of treatment; and
    - e. Recommended crime-related prohibitions.
  3. Provide treatment that complies with WAC Chapter 246-930 and the rules adopted by the Department of Health, and that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the Contractor in the group treatment room located at the Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Place, Suite 106, Kennewick, WA, at the discretion of the Juvenile Justice Center Administrator.
  4. Submit, at the request of the Juvenile Probation Counselor, a six-month Court Review Treatment Report that includes at minimum the following: Dates of attendance, respondent's compliance with requirements, treatment activities, respondent's relative progress in treatment, formal risk assessments to include at minimum the Structured Assessment of Violence Risk Youth (SAVRY) and Estimate of Risk of Adolescent Sexual Offense Recidivism (ERASOR), modifications to the treatment plan, and any other material specified by the court at the time of disposition.
- B. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in this Contract, no material, labor, or facilities will be furnished by the Counties.
  - C. The Contractor shall perform the work specified in this Contract according to standard industry practice.
  - D. The Contractor shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
  - E. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports

and other information that may be pertinent and necessary, or as may be requested by the Counties.

3. **CONTRACT REPRESENTATIVES**

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

- A. For Contractor: **Mathew J. Cummings, ~~MSW~~ LICSW**  
**660 George Washington Way STE B**  
**Richland, WA 99352**
  
- B. For Counties: **Sharon Paradis**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**

4. **COMPENSATION**

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

- A. At the rate of \$70.00 per hour for each hour of service provided for individual and/or family counseling. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- B. At the rate of \$700.00 for each typed assessment that meets SSODA requirements.
- C. At the rate of \$105.00 per group to provide weekly group sex offender therapy. This rate will include staff consultation and case planning regarding juvenile sex offenders following group sessions.
- D. At the rate of \$70.00 per hour for individual or staff supervision services and Provider meetings.
- E. At the flat rate of \$70.00 for each six-month Court Review Treatment Report.
- F. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.
- G. The Contractor will submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- H. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- I. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- J. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.
- B. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the Counties, its officers, officials, employees and agents by any future employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification

obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.

- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## 7. INSURANCE

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

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

- B. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers

compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- C. **Commercial General Liability and Employers Liability Insurance:** contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

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

Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain employers liability insurance. To the extent Contractor hires any employees, however, Contractor shall obtain and maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

**D. Other Insurance Provisions:**

1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
2. Benton and Franklin Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required professional and automobile liability policy.
3. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
7. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
8. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a "claims made" policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

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

1. The Contractor shall furnish the Counties with properly executed and unaltered Acord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. For professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
3. Certificates of insurance shall show the certificate holder as "Benton and Franklin Counties" and include "c/o" the Counties' Contract Representatives. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
4. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees, however, the Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
5. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

**Juvenile Court Administrator  
Benton Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336**

6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton or Franklin County Risk Manager.
7. If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by the Counties, the Contractor must describe its financial condition and the self-insured funding mechanism.

## **8. TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract by giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If either party breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the other party, the parties agree that such breach will constitute "cause" to terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination for cause, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section Four of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick

leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.

- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

## 12. COMPLIANCE WITH LAWS

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

## 13. OTHER PROVISIONS

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

- A. Background Check/Criminal History
  - 1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
  - 2. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.
- B. Sexual Misconduct
  - 1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
  - 2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office

**14. INSPECTION OF BOOKS AND RECORDS**

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents, and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

**15. NONDISCRIMINATION**

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

A. All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

**18. DISPUTES**

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

**19. CONFIDENTIALITY**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

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

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin Counties, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and

conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

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

The parties have caused this Contract to be signed as follows:

<p><b>Riverview Counseling &amp; Consulting, Inc.</b></p>	<p><b>Benton Franklin Counties Juvenile Justice Center</b></p>
<p>  <u>Mathew J. Cummings, MSW</u> <sup>LICSW 7-30-09</sup>  <del>LICSW</del> Date</p>	<p> 7/31/09  <u>Sharon A. Paradis</u> Date</p>
<p><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p> 7/22/09  <u>Sarah Perry, Deputy Prosecuting Attorney</u> Date</p> <p>By: _____          Name: <u>Max E. Benitz</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: _____</p> <p>Attest:          Clerk of the Board: _____</p>	<p><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u>  <u>Ryan Verhulp, Civil Deputy Prosecuting Attorney</u> Date</p> <p>By: _____          Name: <u>Rick Miller</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: _____</p> <p>Attest:          Clerk of the Board: _____</p>

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<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Aug 2009 Subject: TRP Backhoe Memo Date: 05 Aug 2009 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY**

For consideration by the Board is a resolution directing staff to purchase a Woods brand BH70-X backhoe for the existing tractor at Two Rivers Park. The package includes installation of the mechanical thumb, the bucket, hydraulic PTO pump, and sub-frame (mount).

**BACKGROUND**

We have Kubota brand tractors for the heavy lifting at both Horn Rapids and Two Rivers Parks, but only the tractor at Horn Rapids was outfitted with a backhoe, which, for all of the trenching, digging, and excavating we do is essential equipment. Not having the backhoe attachment at Two Rivers has proven to be a back-breaking and at times expensive inconvenience. Some recent irrigation, tree-planting, and sign placement projects in particular have brought this "not having the tools to do the job" situation to the fore.

The "final straw" was an instance in late May when there was a major valve failure that would have resulted either in several hours of manual shovel digging or about 15 minutes of backhoe work. By the time Mark loaded his tractor at Horn Rapids (which has a backhoe), drove to Two Rivers, unloaded, dug, reloaded, drove back to Horn Rapids, and unloaded once more; several hours had passed and much unnecessary fuel was burned. Similar incident occurred last fall with a pump failure and a line that needed to be extracted.

Parks staff obtained three quotes, which are cited below. There is a wide spread, however we are certain that all quotes are for the exact same piece of installed equipment. "Apples to apples", if you will.

Quotes received...

Sunnyside New Holland	Sunnyside	\$ 7708.38 (including WSST)
SS Equipment	Pasco	\$ 8555.70 (including WSST)
JRJ Services	Pasco	\$ 9476.25 (including WSST)

The resolution directs staff to make the purchase from Sunnyside New Holland, who has offered us a "special price", and is themselves splitting their shipping costs with their supplier.

**ATTACHMENTS**

- Three quotes
- Fact sheet on the BH70-X

**FISCAL IMPACT**

The resolution is written not to exceed \$8000.00. All funds are available and shall come from the Park Development Fund.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EQUIPMENT FOR THE PARKS DEPARTMENT

WHEREAS, a backhoe attachment is needed for the existing Kubota tractor at Two Rivers Park to better assist with various capital improvement and maintenance projects; and,

WHEREAS, a suitable backhoe attachment – the Woods brand BH70-X – is available; and three price quotes have been obtained; and the lowest quote for the backhoe, all necessary attachments, and installation was received from Sunnyside New Holland, Incorporated of 526 West Yakima Valley Highway, Sunnyside, Washington; **NOW THEREFORE,**

**BE IT RESOLVED,** that the Board of Benton County Commissioners authorizes and directs staff to purchase the backhoe attachment from Sunnyside New Holland, Inc., for an amount not to exceed \$8,000.00 inclusive of all fees and taxes. This purchase shall be made from the Park Development Fund.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Auditor, Parks

Prepared by: A.J. Fyall

# Retail Purchase Order

TO SUNNYSIDE NEW HOLLAND, INC. Dealer 8-4-09 Date

From: BENTON COUNTY FACILITY, AND PARKS DEPT. Dealer Town and State  
7122 W. OKANOGAN PLACE KENNEWICK, WA. 99336 Customer's Name  
 Street or Route No. Town County State Zip

Qty.	Model	Description	Serial Number	Estimated Delivery Date	CASH PRICE
1	BH-70X	NEW WOODS BACKHOE WITH 16" BUCKET 4-POINT MOUNT, WITH THUMB.		Reg. Price \$10,600.00	
		TO FIT KUBOTA L-2900		Special Price	7,144.00
		PRICE F.O.B. SUNNYSIDE, WA.			
		SAFETY FRAME (ROPS) RECOMMENDED ON TRACTORS. PURCHASER MUST CHECK BOX <input type="checkbox"/> IF ROPS REJECTED.			

**BILL OF SALE FOR PROPERTY TAKEN IN TRADE**  
 For value received I/we hereby bargain and sell, grant and deliver to DEALER named above.

<u>DENNIS: 509-531-7106</u>	SERIAL NO.	AMOUNT	CASH PRICE	\$ 7,144.00
<u>ALMA FYAU FAX# 509-736-2708</u>		\$	TAX 7.9%	\$
		\$	TOTAL CASH PRICE	\$
		\$	Less:	
		\$	Cash Down Payment	\$
		\$	Value of Trade-In	\$
		\$	BALANCE DUE DEALER	\$

I/we hereby certify that there is no lien, claim, debt, mortgage, or encumbrance of any kind, nature or description against the property listed above now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property.

Signed \_\_\_\_\_  
 (Purchaser's Signature)

**PURCHASER'S REQUEST TO PROVIDE FINANCING**  
 (To be completed only if dealer is to provide financing)

The purchaser understands that the above Retail Purchase Order is on a cash price basis. The dealer will, however, attempt to provide financing for such purchase if purchaser so requests, pursuant to a separate finance contract on mutually acceptable terms, subject to normal credit qualifications.

THE PURCHASER'S SIGNATURE AT THE BOTTOM OF THIS PARAGRAPH ACKNOWLEDGES THAT THE PURCHASER HAS REQUESTED THE DEALER TO PROVIDE SUCH FINANCING.

\_\_\_\_\_  
 (Purchaser)

Purchaser has read all of the provisions on both the face and reverse side of this RETAIL PURCHASE ORDER, including the reference to warranty, as printed on forms 220191 for Tractors and Equipment and 220084 for Consumer Products. Purchaser agrees that all such provisions are part of this Order and that this order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Purchaser's signature hereto acknowledges that he has received and read a copy of the applicable warranty. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER'S AUTHORIZED REPRESENTATIVE. IN THE CASE OF A TIME SALE, THE DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL A FINANCE SOURCE AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PURCHASER AND THE DEALER BASED ON THIS ORDER. Purchaser certifies he is of majority age and has received a true copy of this Order.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ ACCEPTED BY: Douglas Schopp  
 Dealer or his Authorized Representative



Kubota



PURCHASE ORDER

J.R.J. SERVICES, INC. EQUIPMENT SALES AND SERVICE

1708 E. JAMES STREET PASCO, WA 99301 TEL: (509) 547-9003 T-FREE: 1-888-547-9003 FAX: (509)-547-0401

JE LLAND .9) 727-4757 CEL .9) 727-4757 RES: (509) 659-4120 J\_holland@centurytel.net

Sales, Inc. Street 301 D) 325-0801 ORDER DATE 5-19-09 ORDER NO. SALES REPRESENTATIVE Jeff Holland 727-4757 d/b/a CITY Kennewick STATE/PROV WA ZIP/POSTAL CODE 99336 COUNTY Pierce OR AS SOON THEREAFTER AS POSSIBLE AS DELIVERY TO BE MADE TO THE ADDRESS.

Table with columns: STREET, CITY, STATE, QUANTITY (NEW, USED, DEMO), MAKE, MODEL, DESCRIPTION, SERIAL NUMBER/ ATTACHMENT, CASH PRICE EACH ITEM. Row 1: Woods BH-70X Backhoe Attachment with Subframe to fit Kubota L2900, 8750.00

TRADE-IN EQUIPMENT table with columns: FIRST YEAR USED, MAKE, MODEL, SERIAL NO., TRADE ALLOWANCE. Includes sub-table for TRANSPORTATION EXPENSE, SALES TAX (726.25), and TOTAL PRICE (9476.25).

This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Case Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interests except to the extent shown below.

Table with columns I-V for trade-in allowances and payments, and numbered list 1-9 for cash price breakdown. Total cash due on delivery is \$9476.25.

WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified new Case warranty. If qualified, the period is months.

WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER

NEW-Other manufacturer's warranty. USED-When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.

- 2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights. 3. General Manager signature required for final acceptance of Purchase Order.

ACCEPTED BY General Manager Date PURCHASER'S SIGNATURE Date



**S. S. EQUIPMENT**  
Pasco New Holland

**Josh Ray**

Customer Service Representative

708 N. Oregon Ave.  
Pasco, WA 99301  
1-800-203-0344

Bus. (509) 547-1795  
Cell (509) 750-3055  
Fax (509) 547-1031

email: [josh@sseqinc.com](mailto:josh@sseqinc.com)

Pasco Othello Hermiston Quincy Walla Walla LaGrande

May 26, 2009

## Quote for Benton County Parks

Woods Kubota Orange BH70X Backhoe Installed .....\$7900  
Mechanical Thumb  
16" Bucket  
Hydraulic PTO Pump  
Sub-Frame for Kubota L2900  
\*If tractor has loader will need to check compatibility.

Prepared by:  
Josh Ray  
S.S. Equipment  
509-547-1795  
509-547-1031 Fax  
509-750-3055 Cell.

*include WSST*

*8555.70*

# WOODS GROUNDBREAKER-X™

7- & 8-FOOT COMPACT BACKHOES

**2 Year  
Warranty!**

**NEW!**

### PERFORMANCE GUIDE

Ideal for hard-to-reach commercial or residential digging and clean up.

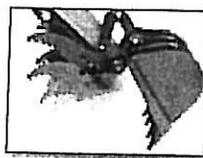
## BH70-X & BH80-X GROUNDBREAKER-X™ BACKHOES

For compact tractors 18-45 hp

Ten years ago Woods introduced a series of innovative new backhoes that were more powerful, and more reliable than anything on the market. Today, we celebrate a decade of proven performance by introducing the next generation of Groundbreaker backhoes, the Groundbreaker-X™.

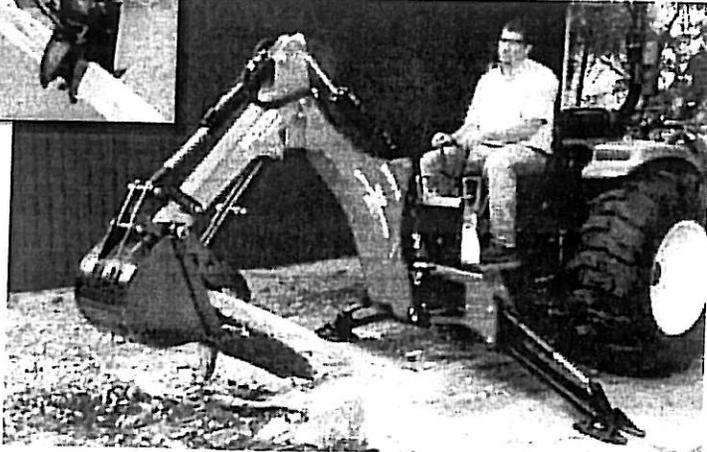
The X means extra everything. Styled after the design used in

construction equipment, Woods now brings the advantages of an excavator style curved boom to homeowners and commercial contractors. Our heavy-duty, construction grade Gannon® buckets have greater capacity and durability than anything else around. And, you can add a mechanical thumb to both models for maximum productivity.



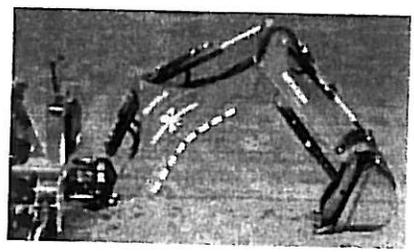
### Extra Productivity

Six adjustable positions on the optional mechanical thumb allow you to easily pick up a range of materials from large tree limbs to concrete chunks.



### Extra Ability

Excavator style curved boom reaches over objects with better visibility and less repositioning than a straight boom.



### Extra Power

The unique boom design, plus large boom and dipper cylinders combine to offer significantly higher digging forces than competitive models.



Over for more extras!

**WOODS**  
Tested. Proven. Unbeatable.™

# WOODS GROUNDBREAKER-X™ BACKHOE

## Specifications

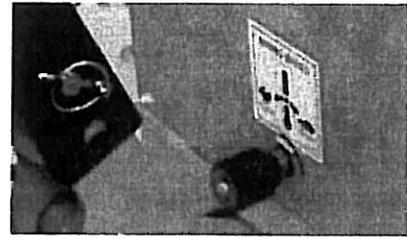
Model	BH70-X	BH80-X
Tractor PTO horsepower	18-40 hp	20-45 hp
Digging depth - 2' flat	84.5"	96.5"
Digging depth - 8' flat	61.25"	75.75"
Reach from swing pivot	113.5"	125.5"
Loading height	66"	75.25"
Transport height	74.75"	82.25"
Swing arc	180°	180°
Bucket rotation	180°	180°
Stabilizer spread (up)	58.5"	58.5"
Stabilizer spread (down)	88.5"	88.5"
Relief pressure	2,030 psi	2,470 psi
Bucket digging force	3,110 lbs	3,780 lbs
Dipperstick digging force	2,000 lbs	2,480 lbs
2-cylinder swing	yes	yes
Swing speed control	-	yes
Bucket widths	9-24"	9-36"
Bolt-on vs. pin-on teeth	bolt-on	bolt-on
Thumb	optional	optional
Flip-over stabilizers	yes	yes
Stabilizer street pads	optional	optional
PTO pump kit	optional	optional
Clean-up (ditching) bucket	-	36"
Cemetery bucket	-	36"

### Additional Features

- Easy to transport due to high ground clearance
- Available in 13 different colors to match every major tractor brand
- Long-lasting, heavy-duty boom, dipper stick, and dual swing cylinders
- Easy to service hoses and end-grease pins
- Many 4-point mounts compatible with OEM belly mowers
- Welded to American Welding Society standards
- Tested in rigorous real-life conditions and in compliance with recommended industry safety standards
- Two-year warranty is one of the best in the industry – dare to compare!

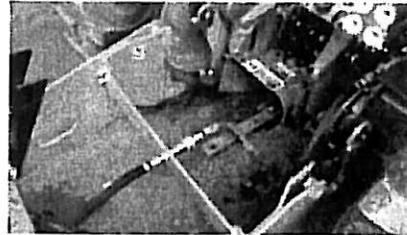
### Extra Smooth

The BH80-X offers adjustable swing speed control for smooth, controlled operation.



### Extra Simple

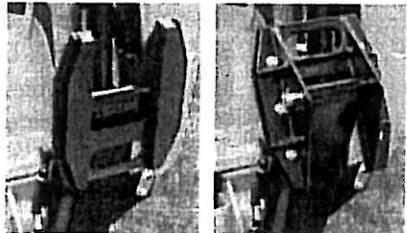
Choose a 4-point or 3-point hitch – both styles are simple to attach and detach.



### Extra Stability

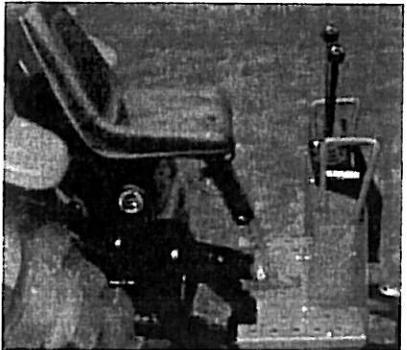
Cast stabilizer pads provide extra firm footing. Pad flips over to bite into hard ground.

*Shown with optional street pads to help protect pavement, blacktop, bricks, and other surfaces.*



### Extra Comfort

Work in comfort with a low-profile control console, large walk-through operator's platform, and adjustable, high-back, cushioned seat.



### Extra Confidence

Quality products need quality care. So insist on WoodsCare™ genuine replacement parts for worry-free performance year after year.



Woods Equipment Company 2606 South Illinois Route 2, PO Box 1000, Oregon, Illinois 61061 tel 800-319-6637 www.WoodsEquipment.com

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**WOODS**  
Woods Equipment Company

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Aug. 10, 2009</u>	Execute Agreement _____	Consent Agenda <u>XX</u>
Subject: <u>E. R. &amp; R Purchase</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>LJM</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

As authorized by Resolution 08-132 and RCW 36.32.345, quotations were solicited for the purchase of a 130 Grader Blade Cutting Edges for the Equipment Rental & Revolving Fund. Written quotations were received from three vendors on the Benton County Vendor List.

**SUMMARY**

The following quotations were received from vendors on the Benton County Vendor List:

Western States Equipment Company, Pasco, WA	\$12,132.90
Central Machinery Sales, Inc., Pasco, WA	\$13,238.80
Rowand Machinery Company, Pasco, WA	\$16,280.00;

**RECOMMENDATION**

Approve the award of the business to Western States Equipment Company, Pasco, Washington.

**FISCAL IMPACT**

The quoted price of \$12,132.90, plus WSST \$1,007.03.

**MOTION**

Approve the resolution as part of the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND PURCHASE OF 130 GRADER BLADE CUTTING EDGES

WHEREAS, resolution 08-132 and RCW 36.32.245 authorize contracts for the purchase of materials, equipment and supplies valued at between \$5,000 and \$25,000 without advertisement and formal sealed bidding; and

WHEREAS, written quotations for 130 grader blade cutting edges were received from three vendors on the Benton County Vendor List; as follows:

Western States Equipment Company, Pasco, WA	\$12,132.90
Central Machinery Sales, Inc., Pasco, WA	\$13,238.80
Rowand Machinery Company, Pasco, WA	\$16,280.00;

and

WHEREAS, the Public Works Manager recommends award of the business to Western States Equipment Company, Pasco, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Road with 130 Grader Blade Cutting Edges be awarded to Western States Equipment Company, Pasco, Washington, in the amount of \$12,132.90, and Washington State Sales Tax in the amount of \$1,007.03; and

BE IT FURTHER RESOLVED that the Public Works Manager is hereby authorized to proceed with the purchase.

Dated this 10th day of August 2009.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington  
SWB:LJM:slc



GENERAL OFFICE  
P.O. Box 38  
BOISE, IDAHO  
83707  
BOISE  
208/888-2287  
LH Truck/Engine  
208/947-4501

POCATELLO  
208-232-2640  
LEWISTON  
208/746-3301

TRUCK FALLS  
1-7350  
IL FALLS  
208/552-2287

SPOKANE  
509/535-1744  
Truck/Engines  
509/639-2287

PASCO  
509/547-9541

LA GRANDE  
541/963-3101  
PENDLETON  
541/276-5812

MISSOULI  
406/772  
KALISPELL  
406/752-3030

FOR INQUIRIES PLEASE  
REFERENCE THIS NUMBER

CUSTOMER QUOTE \* EXPIRES 08/23/09 \* CHARGE\* DOCUMENT NO. 110011851  
SOLD TO BENTON COUNTY ROAD DEPT  
PO BOX 1001  
PROSSER WA 99350-0954  
CUSTOMER NO. SHIP TO 0722030  
STORE 11 \*  
INSTRUCTIONS DELIVERY LOCATION SHIP VIA

ORDERED BY TELEPHONE CUST. ORDER NO. EQUIP. NO. ARRANGEMENT NO. DATE TIME ENT. BY REFERENCE NO. PAGE  
DON 509 984 3255 7/23/09 9:55:34 WDI 1

MAKE P/C	MODEL	SERIAL NO.	DESCRIPTION	LOCATION	N/R	TR	SOS	NET WEIGHT	UNIT PRICE	EXTD PRICE
1	75	20	55 7D-1577	M/G CUT EDGE				0.00	130.6	207.41
2	55	14	41 5D-9559	M/G CUT EDGE				0.00	130.0	207.41
TOTAL NET WEIGHT OF SHIPPED ITEMS									1.6945.0	

BID IS GOOD FOR 90 DAYS AND DELIVER POINT IS FOB  
BENTON COUNTY SHOP IN KENNEWICK WA,

WASHINGTON SALES TAX 1007.03  
USD SELL TOTAL 13139.93

ALL ITEMS ABOVE ARE  
SUBJECT TO THE PARTS  
RETURN POLICY TERMS  
AND CONDITIONS

I CERTIFY THIS PURCHASE IS FOR USE IN THE PRODUCTION OF  
TANGIBLE PERSONAL PROPERTY BY MINING, MANUFACTURING,  
PROCESSING, FABRICATION, OR FARMING.

RECEIVED BY



### CENTRAL MACHINERY SALES, INC.

1810 E. James St.  
Pasco, WA 99301



(509) 547-8920 (800) 325-0801 FAX: (509) 547-2251

ALL SPECIAL ORDER ITEMS ARE SUBJECT TO 20% RESTOCKING FEE.  
ALL ELECTRICAL ITEMS ARE NON-RETURNABLE.  
THANK YOU FOR YOUR BUSINESS



**BUSH HOG**

Sold to: BENTON COUNTY PUD  
2721 W 10TH AVE  
PO BOX 6270  
KENNEWICK, WA 99336

SHIP TO:

Sold By: JIM PO #: GRADER BITS  
Ship By: Tax #:

Date 7/27/09 QUOTE 1.8:35

58 PRT: 1 QB00718 ---Open---

Qty	Description	Price	Amount
	GROUP: 01		
	PARTS CTR DE		
08300	75 CAS GB41175 GRADER BIT	102.26	7663.50
08300	55 CAS GB41167 GRADER BIT	101.26	5569.30
	** TOTAL PARTS CTR DE		13238.80
	THRU HARDENED HEAT TR. GB41175 3/4 X 8 X 84 3/4 HOLE 6" CTR		
	THRU HARDENED HEAT TR. GB41167 3/4 X 8 X 84 5/8 HOLE 6" CTR		
	FREE FRT. 4-6 WKS OUT SEE JIM FOR MORE INFO		

\*\* SUBTOTAL 13238.80

\*\* SALES TAX 1098.82

PAY THIS AMOUNT

\$14337.62

Phone: (509) 582-2173

PARTS QUOTE

ROWAND MACHINERY CO.  
 1907 E. JAMES  
 PASCO, WA 99301  
 (509) 547-8811

Date: 28 JUL 09  
 Time: 12:48  
 Expires: 27 AUG 09

For: BENTON COUNTY ENGINEER  
 P.O. BOX 1001  
 PROSSER WA 99350  
 (509) 786-5611

Blspn: RUSSELL MILLSAP  
 Quote No: 2510001  
 Segment No: 1

-----  
 Make Model Pin Segment No: 1

GRADER EDGE QUOTE.

Qty	Part Number/Description	Wgt	Ext Wgt	Unit Price	Extended Price
55	T66704 DURA-MAX TM CUT 3/4X7X8 5/8 HOLE	130	7150	122.00	6710.00
75	T74772 DURA-MAX TM 3/4X7X8 3/4 HOLE	126	9487	130.00	9750.00
1	FREIGHT IN	126	9487	120.00	120.00
Total Weight			16637		

Total Labor 0.00  
 Total Parts 16460.00  
 Total Misc 120.00  
 Taxes 1376.14  
 Grand Total 17956.14

Quote/Estimate Expires: 27 AUG 09



**RESOLUTION**

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

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICTS RE: DRAINAGE IMPROVEMENT DISTRICT NO. 10; EXAMINATION OF FINANCIAL ACTIVITIES BY THE STATE AUDITOR'S OFFICE

WHEREAS, the State Auditor has requested preliminary financial information regarding the County's Drainage Improvement District in preparation for an audit of activities in 2008; and

WHEREAS, an Examination of Financial Activities for the County's Drainage Improvement District has been completed; NOW, THEREFORE,

BE IT RESOLVED that the Chairman be authorized to sign the Examination of Financial Activities on behalf of the Drainage Improvement District.

Dated this 10th day of August 2009.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:LJM:slc

**ANNUAL REPORT**

**BENTON COUNTY DRAINAGE DISTRICT NO. 10**  
(Name)

**0101**  
MCAG No.

Submitted pursuant to RCW 43.09.230

to the

STATE AUDITOR'S OFFICE

FOR THE FISCAL YEAR ENDED **DECEMBER 31, 2008**

Certified correct this 20th day of July , 2009

to the best of my knowledge and belief:

NAME Aileen Coverdell

TITLE Administrative Financial Accountant

PREPARED BY Aileen Coverdell

TELEPHONE NUMBER (509) 786-5611

FAX NUMBER (509) 786-5627

E-MAIL ADDRESS aileen.coverdell@co.benton.wa.us

HOME PAGE ADDRESS co.Benton.wa.us





*Bunton County Drainage District No. 10*

MCAG NO. 0101

(ENTITY NAME)

SCHEDULE OF LONG TERM DEBT

For the Year Ended December 31, 20XX

G.O. Debt  
 Revenue Debt  
 Assessment Debt

ID No.	Date of Original Issuance	Date of Maturity	Beginning Outstanding Debt 01/01/0X	Amount Issued in Current Year	BARS Code for Receipt	Receiving Fund Number	Amount Redeemed in Current Year	BARS Code for Redemption	Redeeming Fund Number	Ending Outstanding Debt 12/31/0X
<i>None</i>										

Total

The Accompanying Notes Are An Integral Part Of This Schedule.





MCAG NO. 0101

Benton County Drainage  
District No. 10  
LABOR RELATIONS CONSULTANT(S)

SCHEDULE 19

For the Year Ended December 31, 200<sup>8</sup>X

Has your government engaged labor relations consultants?

Yes  No

If yes, please provide the following information for each consultant(s):

Name Of Firm	= None
Name Of Consultant	
Business Address	
Amount Paid To Consultant During Fiscal Year	
Terms And Conditions, As Applicable, Including:	
Rates (E.g., Hourly, Etc)	_____
Maximum Compensations Allowed	_____
Duration Of Service	_____
Services Provided	_____
	_____

Certified Correct this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to the best of my knowledge and belief:

Signature

Name

Title



10. Attach or reference all meeting minutes, resolutions and ordinances of the governing body for the period:

Minutes for all meetings held during the period, along with all resolutions and/or ordinances passed during the period are attached (either hard-copy or electronic format).

Minutes for all meetings held during the period, along with all resolutions and/or ordinances passed during the period are available on our website. \*

Note any minutes, resolutions or ordinances that were not documented, lost or are otherwise not available:

\* Resolutions 08-648 and 08-948 attached

11. Are there areas of concern or questions that you or the governing body wish to discuss with us?

YES, as follows:

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---

---

NO

### Operations and Finances

12. Does the entity use any software programs to account for billing, receipting, payroll, warrants or transactions?

YES, software used is described below:

---

---

NO, the entity relies on the County to perform all accounting functions.

13. Is the governing body regularly provided with any financial information for review (e.g. County Treasurer reports, bank reconciliations, budget versus actual reports, warrant listings, etc.)?

YES, as described below:

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NO

14. Provide a list of all cash and investment accounts (e.g. treasurer accounts, savings, investment, certificates of deposit, etc.) as of fiscal year end, even if those accounts are held with the County Treasurer.

Description of Account	Fiscal Year End Balance
US Bank Operations	1282.81
US Bank Investment	17000.00

15. Are all the above accounts reconciled on a monthly basis to accounting records?

YES, accounts are reconciled by: Treasurers Office

NO; or not all accounts/not as frequent as explained below:

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16. Have there been any major changes to operations during the fiscal year? For example, has the entity started or discontinued any programs, entered into any significant new agreements or experienced any significant increases or decreases in activity?

YES, as described below:

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NO

17. Has there been any known or suspected thefts or other illegal activity not already reported to the State Auditor's Office as required by RCW 43.09.185?

YES, as follows:

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---



---

NO

18. Is the entity involved in any lawsuits?

YES, as follows:

\_\_\_\_\_  
\_\_\_\_\_

NO

**Expenditures**

19. Does the County Auditor issue the entity's warrants? If so, who retains the original supporting documentation for expenditures?

YES, the County issues the entity's warrants.

- Original supporting documentation is retained by the entity.  
 Original supporting documentation is retained by the County.

NO, the entity issues its own checks/warrants.

20. Does the governing body approve all expenditures before they are made?

YES

NO; or not all, as explained below:

No expenditures in 2008

21. Attach a detailed list of all expenditures made during the year. This can be a copy of the check register, warrant register from the County, or other listing that includes fund (if more than one), warrant/check number, issue date, payee and amount. If this list does not equal the total expenditures reported on the statements, the difference should be explained and itemized below or in an attachment.

No expenditures in 2008

22. Are cell phones or other similar devices provided to any employees or volunteers? If so, attach a copy of the cell phone policy and list below how much was spent on these phones and phone calls during the period.

YES, the amount spent on cell phones and phone calls during the period was: \$ \_\_\_\_\_

- Official policies regarding cell phones or cell phone use are attached.  
 There are no written policies regarding cell phones or cell phone use.

NO cell phones or similar devices are provided to employees or volunteers.

23. Were any expenditures made during the year for travel costs? If so, attach a copy of the travel policy and list below how much was spent on travel during the period.

YES, the amount spent on travel during the period was: \$ \_\_\_\_\_

- Official policies regarding travel are attached.
- There are no written policies regarding travel.

NO travel expenditures were made or reimbursed during the period.

24. List all major purchases or projects occurring during the fiscal year below or in an attachment:

Describe Purchase or Project	Total Amount of Purchase or Project	Describe Procurement Process (e.g. use of formal sealed bids, written or phone quotes, use of small works roster, etc.)
N/A		

25. List all entity credit cards or charge accounts and total amount charged during the fiscal year below or in an attachment:

Type and Description of Credit Card or Charge Accounts	Total Amount Charged During Period
N/A	

26. List all petty cash and change funds – as well as the custodian, authorized balance and total amount processed through the each account during the year – below or in an attachment:

Use/Purpose of Fund	Name of Custodian	Authorized Balance	Total Amount Processed During Fiscal Year
N/A			

**Revenues**

27. Are any revenues billed or received **directly by the entity**, rather than through the County? If so, describe these below or in an attachment:

YES, as detailed below or in an attachment:

Description of Revenue	Please answer the following questions regarding this revenue
	How much revenue was received during the fiscal year: \$ _____ Are receipts or statements given for revenue received? _____ How often are receipts deposited? _____ Are receipts reconciled to deposits by someone who does not handle cash? _____
	How much revenue was received during the fiscal year: \$ _____ Are receipts or statements given for revenue received? _____ How often are receipts deposited? _____ Are receipts reconciled to deposits by someone who does not handle cash? _____
	How much revenue was received during the fiscal year: \$ _____ Are receipts or statements given for revenue received? _____ How often are receipts deposited? _____ Are receipts reconciled to deposits by someone who does not handle cash? _____
	How much revenue was received during the fiscal year: \$ _____ Are receipts or statements given for revenue received? _____ How often are receipts deposited? _____ Are receipts reconciled to deposits by someone who does not handle cash? _____

NO, the County bills and receives all the entity's revenues.

28. Attach the rate and fee schedule(s) in effect during the fiscal year for all revenues billed or received by the entity.

29. For any billed revenues, attach a report showing all outstanding receivables as of fiscal year end. The report should list the account name, amount due and the number of days since the amount was billed.

30. List all accounts sent to collections or written off during the fiscal year below or in an attachment:

Account Name and/or Number	Dollar Amount Sent to Collection	Dollar Amount Written Off
N/A		

**Representations**

I do hereby certify under penalty of perjury that the following representations are true and accurate, to the best of my knowledge and belief, having made all appropriate inquiries in order to provide such representation:

- Information given above and in attachments in response to survey questions is complete, true and accurate.
- Accompanying financial statements and schedules are complete, true, accurate and in conformity with the *Budgeting, Accounting and Reporting System Manual*.
- We acknowledge and understand that management and the governing body are responsible for the design and implementation of programs and controls to safeguard public resources and ensure compliance with applicable laws and regulations, including controls to prevent and detect fraud.
- We acknowledge and understand that management and the governing body are responsible for complying with applicable state and local laws and regulations.
- The entity has complied with contract provisions and all applicable state laws, with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_

Person Preparing the Schedule: Aileen Covendell Date 7/20/2009

Board Chair, Commission Chair, or Mayor \_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION 08 648

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICTS RE: DRAINAGE IMPROVEMENT DISTRICT NOS. 6, 9, 10 AND 11 SUB A; EXAMINATION OF FINANCIAL ACTIVITIES BY THE STATE AUDITOR'S OFFICE

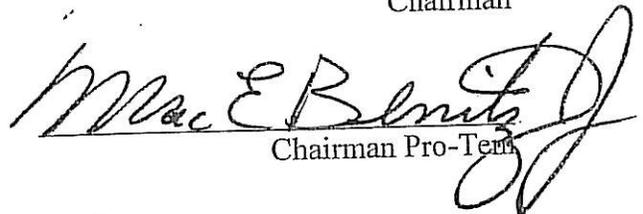
WHEREAS, the State Auditor has requested preliminary financial information regarding the County's Drainage Improvement Districts in preparation for an audit of activities in 2003; and

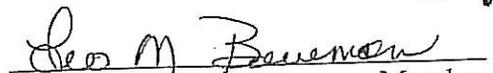
WHEREAS, an Examination of Financial Activities for the County's Drainage Improvement Districts has been completed; NOW, THEREFORE,

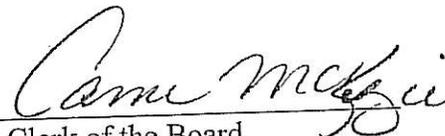
BE IT RESOLVED that the Chairman be authorized to sign the Examination of Financial Activities on behalf of each Drainage Improvement District.

Dated this 7th day of July, 2008.

  
Chairman

  
Chairman Pro-Term

  
Member

Attest:   
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:LJM:slc

# RESOLUTION

08 948

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DRAINAGE IMPROVEMENT DISTRICT BUDGET AND LEVY FOR 2009

WHEREAS, in accordance with RCW 85.16.020, the Supervisors of the following listed Drainage Improvement District in Benton County, State of Washington, propose the Budget and Levy as shown below; and

WHEREAS, they respectfully request the Board of Commissioners of Benton County, Washington to approve the proposed Budget and Assessment Levy and certify them to the Benton County Treasurer and Assessor;

<u>D.I.D. No.</u>	<u>Construction Cost</u>	<u>Levy</u>	<u>Amount</u>
4 Sub A 6	(Dissolved per Benton County Ordinance No. 441) (Dissolved per Benton County Ordinance No. 454)		
10	\$ 35,555.15	5%	\$1,777.76
11 11 Sub A 12	(Dissolved per Benton County Ordinance No. 447) (Dissolved per Benton County Ordinance No. 447) (Dissolved per Benton County Ordinance No. 444)		

NOW, THEREFORE,

BE IT RESOLVED, that the Budget and Assessment for the Drainage Improvement District of Benton County, Washington for 2009 is hereby approved by the Board of County Commissioners.

Dated this 24th day of November 2009.

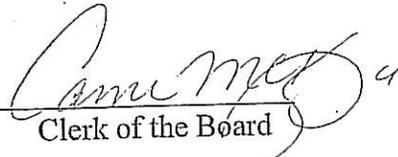
  
Chairman of the Board.

MAX E. BENITZ, JR. - ABSENT

Chairman Pro-Tem.

  
Member.

Attest:

  
Clerk of the Board

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

RBD:LJM:dlh

Assessor; Treasurer

G/L Trial Balance Report  
 Benton County, WA  
 1/1/2008 through 12/31/2008

trialbal.rpt  
 7/20/2009 11:06:28AM  
 Periods: 1 through 13

Account Number	DID	Beginning Balance	Debits	Credits	YTD Debits	YTD Credits	Balance
Assets							
111.10 Cash	10	3,634.99	2,182.32	4,534.50	2,182.32	4,534.50	1,282.81
118.10 Investments		12,500.00	4,500.00	0.00	4,500.00	0.00	17,000.00
123.00 Special Assessments Receivable		2,173.92	0.00	0.00	0.00	0.00	2,173.92
<b>Total Assets</b>		<b>18,308.91</b>	<b>6,682.32</b>	<b>4,534.50</b>	<b>6,682.32</b>	<b>4,534.50</b>	<b>20,456.73</b>
Liabilities							
229.00 Due to other Governmental Unit		9,507.37 CR	0.00	0.00	0.00	0.00	9,507.37 CR
257.00 Deferred Revenue		2,173.92 CR	0.00	0.00	0.00	0.00	2,173.92 CR
<b>Total Liabilities</b>		<b>11,681.29 CR</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,681.29 CR</b>
Equities							
288.00 Unreserved Fund Balance		6,627.62 CR	12,428.00	14,575.82	12,428.00	14,575.82	8,775.44 CR
<b>Total Equities</b>		<b>6,627.62 CR</b>	<b>12,428.00</b>	<b>14,575.82</b>	<b>12,428.00</b>	<b>14,575.82</b>	<b>8,775.44 CR</b>
Budgetary							
291.10 Estimated Revenue		12,428.00	0.00	12,428.00	12,428.00	12,428.00	0.00
291.20 Appropriations		12,428.00 CR	12,428.00	0.00	12,428.00	12,428.00	0.00
291.80 Budgetary Fund Balance		0.00	0.00	0.00	12,428.00	12,428.00	0.00
292.10 Revenue		0.00	2,182.32	2,182.32	2,182.32	2,182.32	0.00
292.90 Balance Sheet Control		0.00	4,500.00	4,500.00	4,500.00	4,500.00	0.00
<b>Total Budgetary</b>		<b>0.00</b>	<b>19,110.32</b>	<b>19,110.32</b>	<b>43,966.32</b>	<b>43,966.32</b>	<b>0.00</b>

G/L Trial Balance Report  
Benton County, WA  
1/1/2008 through 12/31/2008

rialbal.rpt  
1/20/2009 11:06:28AM  
Periods: 1 through 13

Assets	18,308.91	6,682.32	4,534.50	6,682.32	4,534.50	20,456.73
Liabilities	11,681.29 CR	0.00	0.00	0.00	0.00	11,681.29 CR
Equities	6,627.62 CR	12,428.00	14,575.82	12,428.00	14,575.82	8,775.44 CR
Budgetary	0.00	19,110.32	19,110.32	43,966.32	43,966.32	0.00
Total	0.00	38,220.64	38,220.64	63,076.64	63,076.64	0.00

G/L Trial Balance Report  
 Benton County, WA  
 1/1/2008 through 12/31/2008

rialbal.rpt  
 1/20/2009 11:06:28AM  
 Periods: 1 through 13

3910201 DRAINAGE #10 BOND

Account Number	Beginning Balance	Debits	Credits	YTD Debits	YTD Credits	Balance
<b>Assets</b>						
118.10 Investment	911.51	0.00	0.00	0.00	0.00	911.51
<b>Total Assets</b>	911.51	0.00	0.00	0.00	0.00	911.51
<b>Liabilities</b>						
229.00 Due to other Governmental Unit	911.51 CR	0.00	0.00	0.00	0.00	911.51 CR
<b>Total Liabilities</b>	911.51 CR	0.00	0.00	0.00	0.00	911.51 CR
<b>Equities</b>						
<b>Total Equities</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Budgetary</b>						
<b>Total Budgetary</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Assets</b>	911.51	0.00	0.00	0.00	0.00	911.51
<b>Liabilities</b>	911.51 CR	0.00	0.00	0.00	0.00	911.51 CR
<b>Total DRAINAGE #10 BOND</b>	0.00	0.00	0.00	0.00	0.00	0.00

G/L Trial Balance Report  
Benton County, WA  
1/1/2008 through 12/31/2008

rialbal.rpt  
1/20/2009 11:06:28AM  
Periods: 1 through 13

Account Number	DR #10 MAIN INV	Beginning Balance	Debits	Credits	YTD Debits	YTD Credits	Balance
Assets							
Total Assets		0.00	0.00	0.00	0.00	0.00	0.00
Total DR #10 MAIN INV		0.00	0.00	0.00	0.00	0.00	0.00

G/L Trial Balance Report  
 Benton County, WA  
 1/1/2008 through 12/31/2008

trialbal.rpt  
 7/20/2009 11:06:28AM  
 Periods: 1 through 13

Grand Totals

	Beginning Balance	Debits	Credits	YTD Debits	YTD Credits	Balance
Total Assets	19,220.42	6,682.32	4,534.50	6,682.32	4,534.50	21,368.24
Total Liabilities	12,592.80 CR	0.00	0.00	0.00	0.00	12,592.80 CR
Total Equities	6,627.62 CR	12,428.00	14,575.82	12,428.00	14,575.82	8,775.44 CR
Total Operating	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00
Total Budgetary	0.00	19,110.32	19,110.32	43,966.32	43,966.32	0.00
Total All Funds	0.00	38,220.64	38,220.64	63,076.64	63,076.64	0.00

**Expenditure Status Report**  
 Benton County, WA  
 1/1/2008 through 12/31/2008

xpstat.rpt  
 07/20/2009 11:07AM

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
6910101 DID 10						
000 No Department						
531 NATURAL RESOURCES						
531.500 Drainage						
531.500 Drainage						
531.500.4000 Other Services and Charges						
00000.531.500.4103 Professional Services	100.00	0.00	0.00	0.00	100.00	0.00
00000.531.500.4908 Licenses & Special Fees	100.00	0.00	0.00	0.00	100.00	0.00
Total Other Services and Charges	200.00	0.00	0.00	0.00	200.00	0.00
531.500.9000 Interfund Payments						
00000.531.500.9802 Repair & Maintenance	12,228.00	0.00	0.00	0.00	12,228.00	0.00
Total Interfund Payments	12,228.00	0.00	0.00	0.00	12,228.00	0.00
Total DID 10	12,428.00	0.00	0.00	0.00	12,428.00	0.00
<b>Grand Total</b>	<b>12,428.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12,428.00</b>	<b>0.00</b>

**Revenue Status Report**

Benton County, WA  
1/1/2008 through 12/31/2008

evstat.rpt  
07/20/2009 11:08AM

5910101 DID 10

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
290	TOTAL CONTROL ACCOUNTS				
291	Beginning Fund Balance	0.00	0.00	10,000.00	0.00
291.74.0001	Estimated Beginning Fund Balance	0.00	0.00	10,000.00	0.00
Total	TOTAL CONTROL ACCOUNTS				
310	TAXES				
317	EXCISE TAXES	0.00	0.00	0.00	0.00
317.70.0001	Other Operating Assessments	1,854.87	1,854.87	-76.87	104.32
317.70.2000	Operating Assessment	1,854.87	1,854.87	-76.87	104.32
Total	TAXES				
360	MISCELLANEOUS REVENUES				
361	INTEREST EARNINGS	292.95	292.95	357.05	45.07
361.11.0001	Investment Interest	650.00			
369	OTHER MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
369.90.0001	Miscellaneous Revenue	0.00	0.00	0.00	0.00
Total	OTHER MISCELLANEOUS REVENUE				
Total	MISCELLANEOUS REVENUES	292.95	292.95	357.05	45.07
Total	DID 10	2,147.82	2,147.82	10,280.18	17.28

Revenue Status Report  
Benton County, WA  
1/1/2008 through 12/31/2008

17.28

10,280.18

2,147.82

2,147.82

12,428.00

Grand Total

9:05

<b>AGENDA ITEM:</b> <b>MTG. DATE:</b> August 10, 2009 <b>MEMO. DATE:</b> July 31, 2009 <b>SUBJECT:</b> Short Plat Vacation - SPV 09-02, Alyson Chacon <b>Prepared By:</b> R.J. Lott <b>Reviewed By:</b> Michael Shuttleworth	<b>TYPE OF ACTION NEEDED</b> Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
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**BACKGROUND INFORMATION**

On September 25, 2008, Short Plat 3146 was recorded, which created 4 lots. The recorded short plat included a forty-foot (40) private road easement within lots 3 and 4 and a fifty-foot (50) radius turnaround in lot 3 of the Short Plat. Alyson Chacon, owner of all four lots of Short Plat 3146, have submitted an application requesting that the private road easement and turnaround be vacated off the face of the short plat. Short Plat 3146 was created out of Lot 4 of Short Plat 2616. The private road easement and turnaround was created through Short Plat 3146.

At the July 6<sup>th</sup> hearing date, the applicant requested that the hearing be continued until August 10, 2009.

On July 31, 2009, the Planning Department received an email from the applicant requesting an extension of 60 days from the August 10<sup>th</sup> scheduled hearing. Please find attached a copy of the email.

**SUMMARY**

Benton County has received a request for an extension of time until the public hearing to allow the applicant ample time to gather adequate information regarding the short plat vacation.

**RECOMMENDATION**

It is the recommendation of the Planning Department that the Board of County Commissioners pass a motion to continue the public hearing for short plat vacation application SPV 09-02 until October 12, 2009.

**MOTION**

The Benton County Planning Department recommends the following motion: The Benton County Boards of Commissioners continue the public hearing until October 12, 2009.

**From:** "Chacon, Alyson C" <Alyson\_C\_Chacon@RL.gov>  
**To:** R.J.Lott@co.benton.wa.us  
**Date:** 7/31/2009 9:26:33 AM  
**Subject:** Extension of easement petition and vacate of current easement

Hi R.J.

Due to several other problems this last month I haven't been able to work on the vacate that I submitted. Can we extend it another 60 days please? Hopefully, that should give me plenty of time.

Thanks,

Alyson Chacon

**CC:** Horsebrokealy@aol.com

**RECEIVED**

JUL 31 2009

**Benton County  
Planning Department**

**9:15 AM**

***EXECUTIVE SESSION - PENDING LITIGATION***

***R BROWN***

9:30

## Lorayne J Ranch History

1. 1975 – Lorayne J Homeowners Association was established – the ten-foot parcel strips were intended to be used for walking paths and horse trails.
2. Homeowners Association dissolved and Benton County received these parcels through tax title foreclosure between the years of 1982 – 1990.
3. April 2003 – Letter from Mr. James Booth with concerns of weeping willow trees that had been planted through the riding trail sitting adjacent to the back of his property. (**Exhibit A** – see attached letter and pictures).
4. His concerns were that these trees are very aggressive growing tree with a tremendous water seeking root system. Worried they would eventually get into his drain fields and cause potential damage if he ever wanted to put a pool or fence in his back yard.
5. April 14, 2003 – Mr. Booth submitted a bid proposal in the amount of \$864.00 from a licensed contractor stating that he would pay for the tree removal service if the Commissioner's allowed. However, shortly after that he came back and said due to medical expenses that offer was no longer an option.
6. June 9<sup>th</sup> and June 19, 2003 - letters sent to all adjacent landowners regarding a public hearing to be held regarding the removal of the trees. (see Lisa if you need a copy of those letters).
7. July 28, 2003 Meeting Minutes – No oppositions to removing the trees from the public. Commissioner Bowman said the people that abut the property need to have access. Mr. Marden, Planning Department Director, said the whole subdivision has a series of trails through it, but many are blocked by fences and buildings. The ideal situation is to get rid of the property. Chairman Benitz said the Board will see what they can do.
8. Commissioners decided at the time not to remove the trees.
9. September 2004 – Mr. Booth re-sent the same letter and verbally spoke with Loretta Smith Kelty making it quite clear that if any of the branches came down on his kids playing in the backyard or caused damage to his fence or septic system, the County would definitely hear from him.
10. After several calls from Mr. Booth wanting to know the status of the County's decision on this issue, it was put on the higher end of the priority list and consulted with the PA office seeking their advise.
11. Three bids were received on tree removal services, which were dramatically different from the original bid in 2003 as fences had been erected up on both sides

of the trees leaving very little room to get a boom truck in there and bring down the trees without any damage to adjacent landowners property.

12. The County contracted with Ideal Tree Service for an amount of \$2,500 to remove the trees.
13. November 2008 - the Commissioners office received a call from Mr. Dave Holmes with a complaint that Mr. Booth had built his fence on County property in the same area that he previously requested Benton County to remove the trees. The complaint was that Mr. Booth's private cedar fence was 10 to 12 inches from Mr. Holmes cyclone fence and weeds were growing up between the two fences creating an undesirable view for Mr. Holmes. (**Exhibit B** – pictures).
14. I asked Mr. Holmes if he would give us access through his backyard to come in and spray the weeds, as there was no room for a person to get between the two fences with a weedeater. Mr. Holmes was not willing to give us access as he indicated that he gave access through his property when they removed the trees and it caused damage to his back yard. He believes that Mr. Booth should move his fence off County property so that the County can properly maintain it.
15. The Benton County Code Enforcer, Ms. Jackie McWherter was contacted and said she would take care of the situation. She went out to the site and took pictures and assessed the situation. Shortly after this, she found out that these parcels came back to the County due to tax foreclosure and indicated that she is unable to take any action on tax title property.
16. Turning to the PA's office for direction, DPA Kathleen Galiloto sent a letter to Mr. Booth dated March 30, 2009 outlining the issue of his fence being erected on County property and the willingness to discuss a plan with him to remove the fence. (**Exhibit C** – see attached letter)
17. Mr. Booth called DPA Kathleen Galiloto and verbally asked if there was something that can be work out. Mrs. Galiloto said she would check into the options.
18. April 9, 2009 – Mike Shuttleworth, Lisa Small & Kathleen Galiloto all met regarding this history on these riding trails and the different options we have looked at in the past to get rid of them. The first step to one option would be to vacate the parcel(s) so that the specific wording "riding trail" can be removed off of the plat. This is accomplished by filing a vacation application with the Board of Commissioners. It was mutually agreed upon in the meeting to put the footwork back on Mr. Booth if he chose to keep his fence on county property.
19. DPA Galiloto sent a letter to Mr. Booth on April 13, 2009 indicating the option to vacate the property and the steps he would have to take to make this happen. (**Exhibit D** – see attached letter).

20. May 6, 2009 - DPA Galiloto sent another letter to Mr. Booth indicating that since she had not heard from him as requested in her previous letter, she assumes he is not interested in the vacation option and requested him to have his fence removed from the property on or before May 26, 2009. (**Exhibit E** – see attached letter).
21. Mr. Booth sent a letter dated May 12, 2009 addressed to DPA Galiloto stating that there are numerous landowners in the area with fences on county property and he is feeling singled out. If the county wants him to remove the fence by May 26<sup>th</sup> then all of the other landowners should have to do the same. (**Exhibit F** -see attached letter).
22. May 18, 2009 - PA Andy Miller responded to Mr. Booth's letter indicating that it is the Planning Department and Commissioners decision on the options they wish to choose to come to a resolution on this situation (**Exhibit G** - see attached letter).
23. Mr. Booth called and spoke with Lisa Small regarding a solution to this issue. He said he had spoke with Mike Shuttleworth and that Mike was looking at proposing to vacate the parcels to the Board of Commissioners, and if this was the case, he did not want to move his fence and then later down the road have the option to purchase this parcel and then have to move his fence again. He stated that if he moves his fence now, he would most likely not be interested in purchasing the portion of said parcel behind him, however, would expect Benton County to maintain the weeds to prevent a fire hazard.
24. Lisa Small worked with the Roads Department to see if we could quit claim deed the parcels to the roads department and have them vacate the riding trails as right-of-way or alley way. Steve Becken said that because each riding trail has an individual parcel number that this is not possible and our only option is to get 100% participate from all of the adjacent landowners to vacate the parcels.
25. Lisa worked with Patty Yahne, Assessor Office, to see if she could provide a solution. After review and not finding a loophole, her opinion was to do nothing as this portion of the parcel was being taking care of, unlike other portions of the parcel.
26. There may be problems with trying to get 100% participation and/or getting landowners to pay a small fee for this property or the boundary line adjustments. We have a structured building that clearly has been built over this riding trail. Lisa contacted the building department to obtain a copy of the building permit and Benton County Building Department did issue a building permit for this structure.

**Option I** – Require Mr. Booth, along with all of the other homeowners to remove their personal property (fences, pools, buildings, etc.) off of the ten-foot strips and Benton County maintain the trails.

**Option II** – Contact the adjacent landowners in this area and have them sign a petition to vacate the riding trails and remove the wording “riding trails” from the short plat. Then we could go back and try to sale these parcels back to the adjacent landowners for a very low price, and have them do a boundary line adjustment for a \$50.00 fee. This would only work if we had 100% participation from all landowners. *Perhaps have the County waive the \$50.00 boundary line adjustment fee to promote 100% involvement.* This may also require the County to send out a work crew to clean up these lots, as the landowners have dumped garbage and lawn clippings in these trails for several years.

**Option III** – Choose not to act on this issue at this time and handle the complaints individually as they come in and carry all liability on the riding trails.

9:45  
RECEIVED

**From:** "Angela Balint" <angela@mosquitocontrol.org>  
**To:** <commissioners@co.benton.wa.us>  
**Date:** 8/4/2009 1:49 PM  
**Subject:** Mosquito Control Information

AUG 04 2009  
BENTON CO  
COMMISSIONERS

I would like to attend a Commission meeting in August to discuss the Benton County Mosquito Control Program. It will be an informational session where I will make myself available for questions regarding District procedures and activities. Please let me know if there is an official request to fill out in order to be placed on a future agenda.

Thank you,

Angela Balint

Benton County Mosquito Control

Office phone: (509)967-2414

Toll free: (509)942-6122

Fax: (509)967-2490