September 2, 2008

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
August 18, 2008, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Safety/Training Coordinator Bryan Perry; DPA Ryan Brown; Planning Manager Mike Shuttleworth; Susan Walker, Planning; Juvenile Administrator Sharon Paradis; Judge Vic Vanderschoor; Superior Court Administrator Pat Austin; Public Works Director Ross Dunfee.

Approval of Minutes

The Minutes of August 11, 2008 were approved.

Review Agenda

Commission Benitz said the Board might need to hold its August 25 meeting or have a special board meeting to adopt the Parks Comprehensive Plan in order to meet deadlines for the contractor working on the Paths & Trails project for Benton City. He said he would work with Adam Fyall and get back to the Board.

Consent Agenda

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

Board of Equalization
a. Notice of Approval to Hear Property Tax Appeals
Commissioners
b. Proclaiming September 27 & 28 "A Time of Remembrance"
c. Settlement Agreement & Full Release of Claims
Human Service
d. Contract Amendment for Substance Abuse Treatment Services

Juvenile
e. Contract w/ DSHS for Selective Aggressive Probation (SAP)
Office of Public Defense
f. Contract Termination with Public Defender
Road/Engineer
g. County Road Improvement District (C.R.I.D.) #15
h. Interlocal Cooperation Agreement for Bridge Inspections for Klickitat County
Sheriff
i. Line Item Transfer – Fund 0127-101
j. Contract w/Bergstrom Aircraft, Inc.
k. Contract Amendment – Work Crew 4
l. Contract w/ SNW LLC, dba Spacesaver Northwest
m. Service Agreement w/ Brutzman's Office Solution
n. Service Agreement w/Mel's Inter-City Towing

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

Continued Public Hearing – Title 16

Mike Shuttleworth presented proposed changes to the ordinance relating to growth management.

He said changes included UGA amendment applications to the urban growth boundary be considered every five years starting in 2009 with applications submitted by December 1 of this year. He said the changes addressed both concerns by the cities and Mr. Ziobro.

Mr. Shuttleworth entered the following letter into the record:

Email from John Ziobro to Ryan Brown dated August 15, 2008.

MOTION: Commissioner Benitz moved to adopt the ordinance relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan and findings of fact as presented. Commissioner Bowman seconded and upon vote, the motion carried.

Other Business

Commissioner Benitz requested the following items be placed on the September 2 agenda for 30 minutes each: mosquito control, emergency management, and Greater Columbia Behavioral Health. The Board agreed.

Lawn Mower Purchase

Commissioner Benitz requested the Board approve the purchase of a new John Deere lawn mower with a bagger and snow blade attachment in the amount of $5,000 to be used at the Courthouse. He said the old mower was very loud and he had received complaints from both employees and residents. He said they had replaced the blades on the mower and it was quieter, however, he still felt it was necessary to replace the mower.

Commissioner Bowman said he wanted to wait until Roy Rogers returned on the 25th and to see if there were any more complaints before moving forward. Chairman Oliver agreed.

Judiciary Status

Judge Vanderschoor, Pat Austin, and Sharon Paradis updated the Board on the following issues:

Superior Court case filings; subjects discussed at Judges and Court Commissioners retreat (Clerks collection, appointment of a committee for jury care and management; guardianship monitoring program; and lower court appeals process); guardian ad litem program; adult drug court program; efficiencies within court justice system and successes (new courtroom to assist with jury case load; defense panelists managing cases more efficiently; bi-annual meetings regarding standards to identify different problems; legal financial obligation docket for collections; interpreter funding; cleanup of case filings; trial court improvement monies; new process by Clerk to accept domestic violence case filings; and new website by end of 2008); Juvenile increased case load and filing rates; probation case loads; aggression replacement training; risk assessment; programs; funding; and case tracking system.

Commissioner Benitz discussed his concern about the increase of cases, even with the addition of two new judges. He said he was also concerned about jury costs being reimbursed and asked the Courts continue to work on efficiencies in the court system.

Commissioner Bowman said he agreed that more should be done to assess fees for jury trials that settled on the day of trial. Chairman Oliver asked if there was a way to identify charges filed on repeat offenders. Ms. Austin said it would be very labor intensive to identify that information since it was not currently tracked. Chairman Oliver encouraged Ms. Austin to provide that classification information.

YBSA – Update

Chuck Klarich, Syd Morrison and Art King discussed the legislative renewal of the Yakima River Basin Water Enhancement Project. They discussed the Draft Environmental and Salmon Restoration Act and possible funding avenues. They indicated they were seeking information from groups to include in act.

The Board said they applauded their efforts in moving forward with the proposed legislation.

Badger Mountain Additions

Mr. Fyall said the Friends of Badger Mountain group was attempting to purchase three additional parcels and requesting that Benton County accept the parcels as a donation to be fully-integrated into the existing Badger Mountain Centennial Preserve.

Commissioner Bowman had questions regarding the fiscal impact, ingress and egress, and the inclusion of this transfer into the comprehensive plan and/or master plan. Commissioner Benitz agreed the questions needed to be answered.

Chairman Oliver encouraged the Board to give Mr. Fyall authority to move forward and that the Park Board was asking for latitude.

Mr. Fyall said he would review the questions and bring back more information to the Board.

Public Hearing - Supplemental Appropriations

Linda Ivey presented two supplemental appropriations for public hearing.

2008 Crime/Victim Fund 0120-101, $18,241

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

MOTION: Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Crime/Victim Fund 0120-101 in the amount of $18,241. Commissioner Bowman seconded and upon vote, the motion carried.

2008 Current Expense fund, 0000-101, PA's Office, $41,001

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2008 Current Expense Fund 0000-101, PA's office, in the amount of $41,001. Commissioner Benitz seconded and upon vote, the motion carried.

Open Space Network

Scott Woodward, Tapteal Greenway Association, gave a Powerpoint presentation regarding the Ridges to Ridges Open Space Network of the Mid-Columbia Region. He said their objective was to enhance their ability to attract and retain people and businesses that sustain the economy, provide access and connections for recreation, education, and health, and preserve natural and aesthetic values of the area. He said he was "on tour", giving the presentation to the cities and counties before going into the public phase.

The Board briefly recessed, reconvening at 11:30 a.m. Commissioner Bowman left the meeting at approximately 11:30 a.m. and was excused by the Chairman.

Fairgrounds Infrastructure Presentation

Rick Roth gave a brief presentation on the final Fairgrounds Infrastructure report. He said the report included collecting the pieces of information, filling in the gaps, and developing a comprehensive plan. He said the plan included structures, pavings, fences, surface features, underground utilities, and locatable utilities. He said the information was forwarded to GIS and was now in the system. He encouraged the Board to continue to capture any changes to the structures and surveys to keep it a living document and add to the database. He also indicated

the utilities would support future growth with normal extensions to those facilities. Mr. Roth stated there was a contingent second phase, with available funds for the contingency if there was an additional request for information.

Chairman Oliver asked Mr. Roth if he had any recommendations. Mr. Roth said it would be helpful to locate the irrigation valves and sewer lines and if the County wanted to build a new facility or had a problem with a current facility might be the way to use the contingency.

Mr. Sparks said it might be time to look at creating a new master site plan for the Fairgrounds. Chairman Oliver said that was a good idea and that it was a good time to address it.

Annual Agreement for Columbia Irrigation District

Ms. Smith Kelty presented an annual license agreement between Columbia Irrigation District and Benton County, as part of the water rights transfer.

MOTION: Commissioner Benitz moved to approve the annual license agreement between Columbia Irrigation District and Benton County. Chairman Oliver seconded and upon vote, the motion carried.

Ms. Smith Kelty requested the Board approve a capital project in the amount of $30,000.00 for a new pump house at the Fairgrounds.

MOTION: Commissioner Benitz moved to approve the capital project as requested. Chairman Oliver seconded and upon vote, the motion carried.

Public Works Bid Opening Procedures

Mr. Dunfee said it was their current procedure to have the Board open bids, although their research indicated it was not legally required.

The Board agreed that Public Works could schedule its own bid openings and bring back the contracts and resolutions for approval by the Board.

The Board agreed that the bid opening scheduled for August 25 could be opened by Public Works if the Board cancelled the meeting.

Vouchers

Check Date: 08/15/2008
Payroll Draw Taxes
Taxes #: 10108083-10108084
Total all funds: $35,335.99

Check Date: 08/15/2008
Warrant #: 219577-219818
Total all funds: $106,598.60

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

Resolutions

08-712	Notice of Approval to Hear Property Tax Appeals
08-713	Proclaiming September 27 & 28 "A Time of Remembrance"
08-714	Settlement Agreement & Full Release of Claims
08-715	Contract Amendment for Substance Abuse Treatment Services
08-716	Contract w/ DSHS for Selective Aggressive Probation (SAP)
08-717	Contract Termination with Public Defender
08-718	County Road Improvement District (C.R.I.D.) #15
08-719	Interlocal Cooperation Agreement for Bridge Inspections for Klickitat County
08-720	Line Item Transfer – Fund 0127-101
08-721	Contract w/Bergstrom Aircraft, Inc.
08-722	Contract Amendment – Work Crew 4
08-723	Contract w/ SNW LLC, dba Spacesaver Northwest
08-724	Service Agreement w/ Brutzman's Office Solution
08-725	Service Agreement w/Mel's Inter-City Towing
08-726	Adoption of Ordinance 465 Relating to Growth Management
08-727	Supplemental Appropriation to the 2008 Crime/Victim Fund, $18,241
08-728	Supplemental Appropriation to the 2008 Current Expense, PA's Office, $41,001
08-729	Approval of the Annual License Agreement Between Benton County and Columbia Irrigation District

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

Clerk of the Board

Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	2-September-2008	Execute Contract	___	Consent Agenda	X
Subject:	Fujitsu Scanner Maintenance	Pass Resolution	X	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
		Pass Motion	___	2nd Discussion	___
Prepared By:	J. Randall Reid	Other	___	Other	___
Reviewed By:	Loretta Smith-Kelty				

BACKGROUND INFORMATION

Since the county has been involved in serious document imaging, maintenance contracts or extended warranties have been kept current for all of the scanners that are considered "production" (as opposed to occasional use). In the case of the high volume scanners, this has been Fujitsu ScanCare which includes on site preventive maintenance. Also included in the quotes that were requested was Advance Exchange warranties for some of the lower volume scanners that are important for routine document processing.

SUMMARY

Quotes have been requested for maintenance and extended warranties on Fujitsu scanners currently in service throughout the county. The attached resolution authorizes a vendor selection.

RECOMMENDATION

1ST Pass resolution

2nd

FISCAL IMPACT

None. Included in 2008 Central Services budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING MAINTENANCE FOR FUJITSU SCANNERS.

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

WHEREAS, five (5) vendors on the Benton County Vendor List were asked to provide quotes for extended warranties and on site maintenance on eighteen (18) Fujitsu scanners used by county departments; and

WHEREAS, four (4) vendors responded with the following quotes:

Howard Technology	PO Box 1588 Laurel MS 39441	$24,681
Image Source	612 Fifth Avenue SW Olympia WA 98501	$22,790
Insight Public Sector	6820 South Harl Avenue Tempe AZ 85283	$21,464
Unisoft Networks	PO Box 2709 Redmond WA 98073	$23,420

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase Fujitsu scanner maintenance from Insight Public Sector for the amount of $21,464 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed $22,000 plus tax.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

REID

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	September 2, 2008	Execute Contract		Consent Agenda	XX
Subject:	Bid resolution	Pass Resolution	XX	Public Hearing	
Prepared by:	J. Delvin	Pass Ordinance		1st Discussion	
Reviewed by:		Pass Motion		2nd Discussion	
		Other		Other	

b

BACKGROUND INFORMATION

The Benton County Clerks office was allocated $40,000 from the Historical Preservation Fund (0157101) for preservation of documents. We would like to go to bid which requires passage of a resolution.

SUMMARY

RECOMMENDATION

st

2nd

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXPENDING FUNDS APPROVED IN THE 2008 BUDGET AND SOLICITING BIDS FOR DIGITAL IMAGING OF DOCUMENTS IN THE BENTON COUNTY CLERK'S OFFICE

WHEREAS, the Benton County Clerk's Office needs to have historical documents preserved by digital scanning; and

WHEREAS, the 2008 budget approved an expenditure of $40,000 to begin preservation of historical documents in the Benton County Clerk's Office; and

WHEREAS, the Benton County Clerk's Office foresees this to be an ongoing project until the nearly 5 million historical documents are preserved; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington that the Benton County Clerk's Office prepare an invitation for bids to digitally scan historical documents for the Benton County Clerk's Office and advertise such invitation pursuant to the provisions of RCW 39.04.270, to be more fully described in the bid specifications; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves expending funds in the amount of $40,000 for preservation of such historical documents.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Clerk, R. Ozuna, Auditor

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROCLAIMING SEPTEMBER 22, 2008, 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 American children; and,

WHEREAS, 13 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 22, 2008, 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

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: All Depts.; CASA; file

Flores

THE NATIONAL CENTER ON ADDICTION AND SUBSTANCE ABUSE AT COLUMBIA UNIVERSITY

Family Day
A day to eat dinner with your children™
www.CASAFamilyDay.org

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

• Challenge all parents across your state to log onto 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 businesses that are organizing *Family Day* events or invite local families and leaders to an event at your state capitol building, local landmark or any other family friendly site.

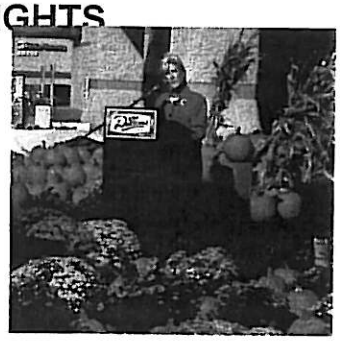
• Issue a press release announcing your support of *Family Day*.

• Link to www.CASAFamilyDay.org from your Web site.

• Order *Family Day* brochures, posters and magnets to distribute throughout the community and to employees.

FAMILY DAY 2007 HIGHLIGHTS

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.

CELEBRATE *FAMILY DAY*
SEPTEMBER 22, 2008

*The National Center on Addiction and Substance Abuse at Columbia University is neither affiliated with, nor sponsored by, the National Court Appointed Special Advocate

d

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	9/2/08	**Execute Contract**		**Consent Agenda**	X
Subject:		**Pass Resolution**		**Public Hearing**	
Prepared by:	L. Small	**Pass Ordinance**		**1st Discussion**	
Reviewed by:		**Pass Motion**		**2nd Discussion**	
				Other Business	

BACKGROUND INFORMATION

The Board of Benton County Commissioners accepted the award of grant funding from the State of Washington, Division of Archives and Records Management in the amount of $4,200 to support records management needs within the Commissioners Office.

The Washington State Archives Representative provided the "Statement of Work" to accompany the Interlocal Agreement, based on County's needs and what was estimated through a site visit.

Once the State Archives actually processed all the documents per the interlocal agreement, the actuals were more than originally estimated; creating an overage of $1,375 over the original not to exceed amount of $4,200.

State Archives has prepared an amendment for the interlocal agreement for an amount not to exceed $5,575.00.

RECOMMENDATION

Approve the attached resolution amending the interlocal agreement with the State of Washington, Division of Archives and Records Management, increasing the not to exceed amount to $5,575.00 and authorizing the payment for the difference in the amount of $1,375.00.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GRANT AGREEMENT AMENDMENT "A" BETWEEN THE STATE OF WASHINGTON, OFFICE OF SECRETARY OF STATE, DIVISION OF ARCHIVES AND RECORDS MANAGEMENT AND THE BENTON COUNTY COMMISSIONERS

WHEREAS, the Benton County Commissioners personnel applied for a grant from the Washington State Archives Local Records Grant Program, administered by the Office of the Secretary of State, which provides financial assistance to local government officials to support records management and preservation efforts, for records of permanent retention; and

WHEREAS, per resolution 08-003 dated January 7, 2008 the Board of Benton County Commissioners approved the Interlocal Agreement and Statement of Work for said grant funding of $4,200; and

WHEREAS, the original Statement of Work was based on an estimated amount to perform said archival services and actual services exceeded the $4,200 amount to an amount not to exceed $5,575.00; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the payment of the difference of $1,375 to support the records management of records with permanent retention, and authorizes the Chairman of the Board to sign the Interlocal Agreement Amendment A attached hereto.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditors; Comnrs; LSK; WA State Archives

Small

IMAGING AND PRESERVATION SERVICES AMENDMENT A TO STATEMENT OF WORK NO. 1 FOR INTERLOCAL AGREEMENT 801B-895

This Statement of Work is made and entered into by and between the BENTON COUNTY COMMISSIONERS (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Interlocal Agreement No. 801B-895. Statement of Work 1 is hereby amended as indicated below: This amendment replaces in entirety Statement of Work 1.

CUSTOMER: **Benton County Commissioners**
P.O. Box 190
Prosser, WA 99350

	Customer	Archives
Contact:	**Loretta Smith Kelty**	**Boyd Barber**
Title:	**Deputy County Administrator**	**Imaging Services Manager**
Telephone No.:	**509-786-5600**	**360-586-9608**
Email:	**loretta.smithkelty@co.benton.wa.us**	**bbarber@secstate.wa.gov**
		David Tuckett
		Customer Service Manager
		360-586-2487
		dtuckett@sestate.wa.gov

I. *SPECIFIC SERVICE*

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. *PRICES*

Fee Schedule		
Service	**Unit**	**Unit Price**
Federal Mileage Reimbursement Rate	Per Mile	
Per box for all trips	Per Box	1.50
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade C	Per Image	0.15
Indexing	Per File	0.20
16mm Microfilm – Single or Multi-Page TIFF Images to Microfilm – Basic Service	Per Image	0.0175
16 mm scanning @ 300 DPI (good quality)	Per Image	0.03
Hard Drive, External USB	Each	200.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Service	**# of Units**	**Total Unit Cost**
Federal Mileage Reimbursement Rate	472	273.76
Per box for all trips	10	15.00

Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade C	6,034	905.10
Indexing	14,500	2,900.00
16mm Microfilm – Single or Multi-Page TIFF Images to Microfilm – Basic Service	6,034	105.60
16 mm scanning @ 300 DPI (good quality)	24,803	744.09
Hard Drive, External USB	1	200.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Subtotal		**5,143.55**
Sales tax:		426.91
Total		**5,570.46**

As stated in the Agreement, the maximum amount payable under this Agreement and Scope of Work is **$5,575.00**. It shall be the responsibility of ARCHIVES to monitor its work so as not to perform services costing in excess of that amount.

III. *CONTRACT PERIOD FOR STATEMENT OF WORK*

The date of execution, which is the date of the last signature, through May 31, 2009.

IV. *SERVICE DELIVERY*

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. *GENERAL TERMS AND CONDITIONS*

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. *AFFIRMATION OF AGREEMENT*

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Interlocal Agreement No. 801B-895 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. This Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

Benton County Commissioners

Signature Date

Title

Office of the Secretary of State

State Archives Date

Exhibit A

Exhibit A

The ARCHIVES shall:

Pickup & Delivery

- Pickup and deliver the documents from/to CUSTOMER at:
  Benton County Commissioners
  620 Market Street
  Prosser, WA 99350
- Large projects may be separated into individual job work orders which are sized based on completing each work order within 90 calendar days.
- Handle documents to prevent damage. Archives will not be held liable for inadvertent damage caused by the scanning process.
- Documents will not be stapled or clipped (reassembled). Oversize documents will be placed back in its original file location.
- Re-box the documents into a new Archive box if the original box is deemed insufficient to properly preserve the records. CUSTOMER will be invoiced for all new boxes required for their project.
- Return the documents to the following location within 15 calendar days of completing the imaging services:
  Benton County Commissioners
  620 Market Street
  Prosser, WA 99350
- Deliver hard drive with images to the following location:
  Benton County Commissioners
  620 Market Street
  Prosser, WA 99350

Project Management

- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
- Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES staff will review the project prior to beginning work and notify the customer of any cost adjustments required for document preparation which exceed the original estimate.

Scan - Paper Documents

- Perform paper document scanning for documents up to 11" by 17".
  - Record series Minutes, Resolutions, or Ordinances and Disposition Authority Number (DAN) GS50-05A-13 or GS50-05A-16
  - This category of work consists of approximately 6,034 pages within 4 boxes.
  - This category of work is given the complexity Grade C
- Provide Imaging Services for documents up to 11" x 17" on production auto-feed scanners.
- Count each side of two-sided documents as one page.
- "Imaging Services" shall include:
  - Preparing documents for scanning by removing documents from bindings or binders, removing staples, paper clips, flattening and/or mending pages.
  - Removing all oversized (larger than 11" x 17") documents for microfilming and film scanning.
  - Placing a Flash Target where oversized documents were removed. Flash targets will be treated as a normal page for scanning and will have the following information:
    - Oversized document removed and scanned
    - Oversize document description: _____
    - File name of oversize document: _____
    - File name of first page of parent document: _____
  - Placing all oversized images into a separate folder by Record Series.

- Scanning documents in bi-tonal mode at 300 dots per inch (dpi). All clearly visible markings on all pages will be captured in the image.
- Scanning removable notes both on the page and off if text is obscured.
- Performing a visual quality control inspection of every scanned image by viewing each image and comparing it to the original document page.
- Re-scanning poor quality images as needed.
- Providing TIFF Group IV Multi-Page image files.
- Naming images as follows:
  Index fields according to the format under the Indexing subheading.

Film Scan

- This category of work consists of approximately 22,800 images on 10 reels.
- "Imaging Services" shall include:
  - Scanning the roll film and creating TIFF Group IV image files at 300 dpi.
- Re-filming or re-scanning document pages as needed to ensure adequate resolution and readability.
- Naming images as follows:
  Index fields according to the format below.

Indexing

- Index fields according to the following format:
  Minutes, Ordinances, & Resolutions

Field Name	Characters
Image File Name (for Minutes)	Abbreviation of City or County and YYYYMMDD
Image File Name (for Ordinances)	Abbreviation of City or County and YYYYMMDDord#
Image File Name (for Resolutions)	Abbreviation of City or County and YYYYMMDDres#
Document Date	YYYY-MM-DD

- Provide a comma delimited text file containing the information above for all scanned documents.
- It is the customer's responsibility to maintain the capability to convert standard delimited text files to a preferred data format.

Archive Writer

Basic

- Perform digital image to microfilm conversion for previously microfilmed paper documents sized up to 11" by 17".
  - This category of work consists of approximately 6,034 images.
- Conversion services are priced at Grade Basic.
- Convert image files sequentially onto the film by chronological and/or number order according to indexing and file naming scheme.
- Create silver-halide microfilm rolls for each record series.
- Submit microfilm and transmittal documents to the ARCHIVES Security Microfilm section for preservation in the film vault.

The CUSTOMER shall:

- Provide a clear description of the pickup location and all unique aspects, such as basement, stairs, elevator, etc.
- Clearly label document containers as to their contents.
    - Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Documents shall be provided to ARCHIVES in standard records boxes. Care should be taken to ensure that no portions of the records are exposed to the elements during transportation.
- Review documents and remove all items CUSTOMER does not want scanned. This includes Post-It notes attached to documents or documents not requiring permanent preservation.
- Make documents available for scanning prior to 01/16/2007.
- Schedule document pickup or return date within 15 calendar days of ARCHIVES notifying CUSTOMER that documents are ready. Documents not arranged for pickup or delivery during this timeframe will be accessioned to the CUSTOMER's Regional Branch Facility.
- Review the imaged records and notify the Archives of any defects or errors within 30 calendar days of invoice date.
- Submit payment for completed work within 30 calendar days of invoice date.
- Provide first and secondary contacts for any questions during the project:
    - First contact:
      Name: Loretta Smith Kelty Phone: 509-786-5600 email:
      Loretta.smithkelty@co.benton.wa.us
    - Secondary contact:
      Name: Lisa Small Phone: 509-786-5600 email: lisa.small@co.benton.wa.us
- Ensure project is ready for processing prior to ARCHIVES picking it up.

Pickup & Delivery

- At the time of pick up and delivery scheduling, inform ARCHIVES of any potential problems that may be encountered picking up or delivering boxes at CUSTOMER location, including lack of a loading dock, difficult building access, times the boxes or building will not be accessible, and the need for a security badge or cardkey.
- Supply directions to your building and the location of loading dock and freight elevator.
- Ensure that boxes are centrally located in a place that is accessible by ARCHIVES truck and allows efficient removal of the boxes.
- Stack the boxes five high with the labels facing out.
- Arrange the boxes in a logical order.
- Accept delivery of documents within 15 calendar days of individual job work order completion.
- When no elevator is available, records must be located on the ground floor. A $50.00 an hour fee will apply for records that must be manually moved to the ground floor.

e

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	9/2/08	**Execute Contract**		**Consent Agenda**	X
Subject:		**Pass Resolution**		**Public Hearing**	
Prepared by:	L. Small	**Pass Ordinance**		**1st Discussion**	
Reviewed by:		**Pass Motion**		**2nd Discussion**	
				Other Business	

BACKGROUND INFORMATION

The new Benton County Health Building has a secured area behind the building and when leaving this area the metal activated electronic gate will automatically open when your car drives up to the gate.

Facilities would like to install a keypad in order to open the gate from the inside when on foot. The contractor who installed this gate uses Lesco Electrical Contractor as their prime electrician and will not honor the gate warranty if someone else other than Lesco installs the keypad to this gate.

Facilities recommends entering into a blanket contract with Lesco Electrical to install said keypad and to also be able to call Lesco Electrical for "as needed" general electrical services for all Benton County locations if and when such services are needed.

RECOMMENDATION

Approve the attached resolution awarding a blanket contract with Lesco Electrical Contractors for as needed electrical services for a contract amount of $8,000 inclusive of WSST and authorize the Chairman of the Board to sign said contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT BETWEEN BENTON COUNTY AND LESCO ELECTRICAL CONTRACTORS, INC. FOR GENERAL ELECTRICAL SERVICES FOR ALL BENTON COUNTY LOCATIONS

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

WHEREAS, the Facilities Manager would like to install a keypad for the gate behind the new Benton County Health District Building in order to open the electronic gate manually to get out of the back area without going through the building, and

WHEREAS, the contractors who installed the gate uses Lesco Electric Contractors, Inc. as their prime electrician and will not honor the warranty if another contractor installed the keypad; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Lesco Electric Contractor, Inc., Prosser WA – Contractors License No. LESCOEC973O4, to be put in place for "as needed" services for the installation of said keypad at the Health Building and to have in place for "as needed" general electrical services for all Benton County locations for a contract amount not to exceed $8,000.00 including WSST; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby awards Lesco Electrical Contractors, Inc. the blanket service agreement for "as needed" services throughout Benton County facilities for an amount not to exceed $8,000 inclusive of WSST; and

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

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Auditor; R. Ozuna; Lesco Electrical Contractor

Small

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Lesco Electrical Contractor, with its principal offices at 424 9th Street, Prosser, WA 99350, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

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

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on September 30, 2009 with an option to extend the contract term for two (2) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" general electrical services for all Benton County locations in accordance with Exhibit "A" attached hereto.

In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and

any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for general maintenance repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Prior to commencing work, CONTRACTOR shall provide COUNTY with a written estimate describing the hours of labor involved, the category of labor required, and the parts needed including prices thereof. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee. Unless otherwise previously authorized by COUNTY, CONTRACTOR shall not deviate from the estimate provided prior to commencing work.

b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Louis Sykes
Lesco Electrical Contractor
424 9th Street
Prosser, WA 99350
(509) 786-7478 Tel
(509) 786-7448 Fax

b. For COUNTY:

Roy Rogers
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone 509-222-3710
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for general electrical services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed eight thousand dollars and zero cents ($8,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the general maintenance repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a

Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts, which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in

the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

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

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

9. INSURANCE

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR also shall procure and maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident and/or one million dollars ($1,000,000) each employee for bodily injury by disease.

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

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

d. Other Insurance Provisions:

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

2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all

required insurance policies, except for any required automobile liability policy.

3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.

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

5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.

8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.

9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

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

Risk Manager
Benton County Personnel Department
7122 W Okanogan Place
Kennewick, WA 99336

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

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

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

10. PERFORMANCE BOND

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

11. TERMINATION

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

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

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

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

BENTON COUNTY	**LESCO ELECTRICAL CONTRACTOR**
Claude Oliver, Chairman Benton County Board of Commissioners	**Louis Sykes, President**
Dated: _____	Dated: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET PERSONAL SERVICE CONTRACT FOR "AS NEEDED" WASHER AND DRYER MAINTENANCE AND REPAIR SERVICES FOR BENTON COUNTY FACILITIES

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

WHEREAS, Facilities personnel solicits Dynamic Laundry Systems Inc for maintenance and repair services for the washers and dryers located in the Benton County Jail Facility; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Dynamic Laundry Systems Inc, Kirkland, WA to be put in place for "as needed" washer and dryer maintenance and repair services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than $10,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Dynamic Laundry Systems Inc. price rate attached hereto for an accumulative contract amount not to exceed $10,000 including WSST; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Dynamic Laundry Systems Inc. the blanket service agreement for "as needed" services throughout Benton County facilities.

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

Original: File – Sheriffs Office
cc: Facilities; Auditor; R. Ozuna; Dynamic

K. Mercer

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Sheriffs Office
cc: Facilities; Auditor; R. Ozuna; Dynamic

K. Mercer

AGENDA ITEM ==========	TYPE OF ACTION NEEDED ==========	
Meeting Date: September 2, 2008 Subject: Dynamic Laundry Systems Blanket Contract Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract xxx Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

Per the State Auditors request, a contract should be in place for any work performed for Benton County. Benton County Jail has laundry equipment (purchased through Dynamic) that may need service from time to time. In order to be in compliance with the State Auditors request, we are seeking a blanket contract for "as needed" washer and dryer maintenance and repair services. This will allow the Facilities Manager to move forward with services without seeking a contract for each job.

FISCAL IMPACT

$85.00 per hour plus travel time

MOTION

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Dynamic Laundry Systems, Inc., a Washington Corporation with its principal offices at 12910 NE 125th WY Bldg B-3, Kirkland, WA 98034, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Exhibit A - Contractor's Proposal

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2009 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified and agreed upon for each individual job, project or work order, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" washer and dryer maintenance and repair services for the Benton County Jail Facility located in Kennewick, WA in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging

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

b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Jennifer Magnelli
12910 NE 125th WY Bldg B-3
Kirkland, WA 98034
Phone 425-823-4300
Fax 425-823-4801

b. For COUNTY:

Roy Rogers
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone 509-222-3710
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for washer and dryer maintenance and repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents ($10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the washer and dryer maintenance and repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the

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

FURTHER PROVIDED that if liability is caused by or results from the concurrent negligence of a) CONTRACTOR or CONTRACTOR'S agents or employees, and b) COUNTY or COUNTY'S agents or employees, then the indemnification contemplated in this section shall only apply to the extent of CONTRACTOR'S negligence.

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

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

subcontractors.

9. **INSURANCE**

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

a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall further procure and maintain employer's liability that provides coverage up to one million dollars ($1,000,000) covering employee injuries or disease.

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

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

d. Other Insurance Provisions:

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

2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.

3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.

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

5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.

8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.

9) Verification of Coverage and Acceptability of Insurers:

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.

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

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

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

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

10. PERFORMANCE BOND

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

11. TERMINATION

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

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by

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

12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. **SEVERABILITY**

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

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

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

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

BENTON COUNTY

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Dynamic Laundry Systems Inc

Print Name: Dan Doonley
Print Title: Pres.

Dated: 8-22-2005

Approved as to Form:

Deputy Prosecuting Attorney

DYNAMIC SALES AND SERVICE

(425) 823-4300 • (425) 823-4801 FAX
12910 NE 125TH WY BLDG B-3
KIRKLAND, WA. 98034

FACSIMILE TRANSMITTAL SHEET

TO: STEVE – ATTN: FACILITIES	FROM: Jennifer Magnelli Service department
COMPANY: BENTON COUNTY JAIL	DATE: 5/14/2008
FAX NUMBER: (509) 736-2708	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S REFERENCE NUMBER: 1
	YOUR REFERENCE NUMBER:

STEVE,

OUR HOURLY RATE IS $85.00 AN HOUR PLUS TRAVEL TIME. OUR CONTACT IN THE SERVICE DEPARTMENT IS MYSELF (JENNIFER MAGNELLI). I CAN BE REACHED AT (425) 823-4300 OR TOLL FREE AT (800) 595-0253. HOW WOULD YOU LIKE US TO LIST BENTON COUNTY ON OUR LIABILITY CERTIFICATE ? I AM ASSUMING YOU WOULD LIKE US TO SEND IT TO YOU? PLEASE LET ME KNOW WHAT OTHER INFORMATION YOU WILL NEED FROM US. I APOLOGIZE FOR THE DELAY IN GETTING THIS TO YOU.

SINCERELY,

JENNIFER MAGNELLI

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	09/02/08	Execute Contract		Consent Agenda	X
Subject:	Commercial Tire Inc.	Pass Resolution	X	Public Hearing	
		Pass Ordinance			
Prepared by:	jcm/dgg	Pass Motion		1st Discussion	
Reviewed by:	lsk	Board Direction		2nd Discussion	
				Workshop	

9

BACKGROUND INFORMATION

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

RECOMMENDATION

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE CONTRACT FOR "AS NEEDED" TIRE REPAIR AND REPLACEMENT FOR THE BENTON COUNTY FAIRGROUNDS

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

WHEREAS, Benton County Fairgrounds solicits Commercial Tire Inc. for various projects as this contractor is familiar with the Benton County Fairgrounds and is readily available and willing to provide services for the Fairgrounds when needed; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a blanket service contract with Commercial Tire Inc., Pasco, WA to be put in place for "as needed" tire repair and replacement for the Benton County Fairgrounds for small projects costing less than $10,000; and

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

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

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

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

Originals: Fairgrounds; Commercial Tire Inc.
cc: Auditor; R. Ozuna;

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

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Originals: Fairgrounds; Commercial Tire Inc.
cc: Auditor; R. Ozuna;

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Commercial Tire Inc.** with its principal offices at **306 S Oregon Ave., Pasco, WA 99302** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following document:

a. Exhibit A - Contractor's Proposal

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" tire repair and replacement for vehicle and heavy equipment located at the Benton County Fairgrounds in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. Individual jobs or work orders for tire repair and replacement shall be initiated by the COUNTY representative or her designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or her designee prior to Contractor leaving the work site.

b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:
Brian Reams, Sales Representative
Commercial Tire Inc.
306 S Oregon Ave
Pasco, WA 99301
(509) 547-4663 Phone
(509) 547-3306 Fax

b. For COUNTY:
Ms. Loretta Smith Kelty, Contract Manager
Benton County Commissioners
PO Box 190
Prosser, WA 99350
(509) 736-3080 Phone
(509) 786-5625 Fax

5. COMPENSATION

The CONTRACTOR shall be paid for tire repair and replacement in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents ($10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the tire repair and replacement portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if

appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per job or project. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above.

7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

FURTHER PROVIDED that if liability is caused by or results

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

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

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

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

maintain employer's liability coverage providing up to $1 million in coverage for injuries or death by accidental means and for disease suffered by employees.

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

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

d. Other Insurance Provisions:

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

2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.

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

5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.

7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability

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

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Benton County Prosecuting Attorney's Office
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Kennewick, WA 99336

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

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retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

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

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

BENTON COUNTY

Claude Oliver, Chairman
Benton County Commissioner

Dated: _____

Commercial Tire Inc.

Brian Reams, Sales Representative

Dated: 15 Aug 08

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

Serving Commercial Fleets and Family Fleets Everyday
2095 E. Commercial St. • P.O. Box 970 • Meridian, ID 83680 • (208) 888-8800

Thank you for the opportunity to bid our pricing, we appreciate the business you've sent in the past and look forward to continuing our relationship. I've attached examples of the most common service items that we've billed to you in the past. Please feel free to call with any questions.

Sincerely,
Brian Reams

Benton County Fairgrounds

Service Call Reg. Hours	$58.00 per hr
Service Call After Hours	$98.00 per hr
Fuel Surcharge	$8.00

Truck

Flat Repair	$19.75
Patch	$6.59
Dismount/Mount	$17.25
Recon Stem	$4.75
Wheel Switch	$7.00
Balance w/Equal	$25.75

Light Truck

Flat Repair	$10.63
Dismount/Mount	$7.23
New Rubber Stem	$3.45
Balance	$13.25

Tractor

Fat Repair-Dry	$2.50 per cross section
Flat Repair-Wet	$3.25 per cross section

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	09/02/08	Execute Contract		Consent Agenda	X
Subject:	Hart's Backflow Testing, LLC	Pass Resolution	X	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared by:	jcm/dgg	Board Direction			
Reviewed by:	lsk			Workshop	

BACKGROUND INFORMATION

Benton County entered into a service contract with Hart's Backflow Testing, LLC on July 21, 2008 for annual backflow testing at the Benton County Fairgrounds. This contract has now reached substantial completion.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have determined the project has reached substantial completion as of the week ending August 22, 2008.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE BENTON COUNTY FAIRGROUNDS ANNUAL BACKFLOW TESTING

WHEREAS, Benton County entered into a contract on July 21, 2008 with Hart's Backflow Testing, LLC, 1606 N Ashland Ave., East Wenatchee, WA 98802 for annual backflow testing at the Benton County Fairgrounds, Kennewick, WA; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor determined the project reached substantial completion as of the week ending August 22, 2008; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the Benton County Fairgrounds Annual Backflow Testing as substantially complete.

Dated this _____ day of _____ 2008.

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: File - Fairgrounds
cc: Auditor, R Ozuna; Hart's Backflow Testing, LLC

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	09/02/08	Execute Contract		Consent Agenda	X
Subject:	Oxarc, Inc.	Pass Resolution	X	Public Hearing	
		Pass Ordinance			
Prepared by:	jcm/dgg	Pass Motion		1st Discussion	
Reviewed by:	lsk	Board Direction		2nd Discussion	
				Workshop	

BACKGROUND INFORMATION

Benton County entered into a service contract with Oxarc, Inc. on August 4, 2008 for fire extinguisher service and recharging at the Benton County Fairgrounds. This contract has now reached substantial completion.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have determined the project has reached substantial completion as of the week ending August 15, 2008.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE BENTON COUNTY FAIRGROUNDS FIRE EXTINGUISHER SERVICE AND RECHARGING

WHEREAS, Benton County entered into a contract on August 4, 2008 with Oxarc, Inc., 716 S Oregon St., Pasco, WA 99301 for fire extinguisher service and recharging at the Benton County Fairgrounds, Kennewick, WA; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor determined the project reached substantial completion as of the week ending August 15, 2008; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the Benton County Fairgrounds fire extinguisher service and recharging as substantially complete.

Dated this _____ day of _____ 2008.

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: File - Fairgrounds
cc: Auditor, R Ozuna; Oxarc, Inc.

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	09/02/08	Execute Contract		Consent Agenda	X
Subject:	Cut Above Incorporated	Pass Resolution	X	Public Hearing	
		Pass Ordinance		1st Discussion	
		Pass Motion		2nd Discussion	
Prepared by:	jcm/dgg	Board Direction			
Reviewed by:	lsk			Workshop	

BACKGROUND INFORMATION

Benton County entered into a service contract with Cut Above Incorporated on March 10, 2008 for grounds maintenance spraying services at the Benton County Fairgrounds. This contract has now reached substantial completion.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have determined the project has reached substantial completion as of the week ending August 22, 2008.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE BENTON COUNTY FAIRGROUNDS MAINTENANCE SPRAYING SERVICES

WHEREAS, Benton County entered into a contract on March 10, 2008 with Cut Above Incorporated, PO Box 6722, Kennewick, WA 99336 for maintenance spraying services at the Benton County Fairgrounds, Kennewick, WA; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor determined the project reached substantial completion as of the week ending August 22, 2008; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the Benton County Fairgrounds Maintenance Spraying Services as substantially complete.

Dated this _____ day of _____ 2008.

_____
Chairman of the Board

_____
Member

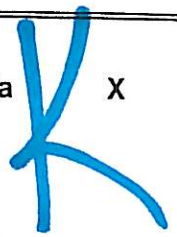
_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: File - Fairgrounds
cc: Auditor, R Ozuna; Cut Above Incorporated

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	09/02/08	Execute Contract		Consent Agenda	X
Subject:	Cascade Fire Protection Co.	Pass Resolution	X	Public Hearing	
		Pass Ordinance			
		Pass Motion		1st Discussion	
Prepared by:	jcm/dgg	Board Direction		2nd Discussion	
Reviewed by:	lsk			Workshop	



BACKGROUND INFORMATION

Benton County entered into a service contract with Cascade Fire Protection Co. on July 28, 2008 for annual fire sprinkler testing and inspection for Building 2 at the Benton County Fairgrounds. This contract has now reached substantial completion.

RECOMMENDATION

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have determined the project has reached substantial completion as of the week ending August 15, 2008.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUBSTANTIAL COMPLETION OF THE BENTON COUNTY FAIRGROUNDS ANNUAL FIRE SPRINKLER TESTING AND INSPECTION

WHEREAS, Benton County entered into a contract on July 28, 2008 with Cascade Fire Protection Co., 5104 W Brinkley Road, Kennewick, WA 99338 for annual fire sprinkler testing and inspection at the Benton County Fairgrounds, Kennewick, WA; and

WHEREAS, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor determined the project reached substantial completion as of the week ending August 15, 2008; **NOW THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board accepts the Benton County Fairgrounds annual fire sprinkler testing and inspection as substantially complete.

Dated this _____ day of _____ 2008.

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: File - Fairgrounds
cc: Auditor, R Ozuna; Cascade Fire Protection Co.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT, BETWEEN GARY METRO, ATTORNEY AT LAW, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; TERMINATING PREVIOUS PROFESSIONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners entered into a Professional Service Agreement with Gary Metro for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 08-477;

WHEREAS, the Board of County Commissioners and Gary Metro both desire to terminate that Professional Service Agreement, Resolution 08-477;

NOW, THEREFORE,

BE IT RESOLVED that the Professional Service Agreement, Resolution 08-477 between Benton County and Gary Metro, previously entered into be and hereby is terminated effective August 15, 2008.

Dated this _____day of _____, 2008

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Original: Benton County Office of Public Defense
Cc: Gary Metro; Jacki Lahtinen; Rosie Sparks; Rosemary Ozuna

J Paxton

METRO LAW FIRM
30 W. MAIN ST. SUITE 306
WALLA WALLA, WA. 99362
Phone: 509-525-0780 Fax: 509-525-2078
Email metrolawfirm@yahoo.com

August 15, 2008

Rayfael Gonzales
Benton-Franklin Office of the Public Defender
7122 W. Okanogon Pl. Bldg. A.
Kennewick, Wa. 99336-2359

Re: Benton County District Court Contract

Dear Mr. Gonzales:

This letter will serve notice that I hereby terminate my District Court Contract with Benton County. The termination of the contract is effective immediately.

If there are any questions, please contact me. I will wind down in a manner that is acceptable to you and is within the terms and conditions of the contract.

I look forward to working with you in the Superior Court.

Yours very truly,

Gary Metro

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICES AGREEMENT, BETWEEN DEAN CHUANG, ATTORNEY AT LAW, DBA AJAX LAW FIRM, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT; TERMINATING PREVIOUS PROFESSIONAL SERVICE AGREEMENT

WHEREAS, the Board of County Commissioners entered into a Professional Service Agreement with Dean Chuang for legal representation of indigent individuals charges with misdemeanors in District Court, Resolution 08-335;

WHEREAS, the Board of County Commissioners and Dean Chuang both desire to terminate that Professional Service Agreement, Resolution 08-335;

NOW, THEREFORE,

BE IT RESOLVED that the Professional Service Agreement, Resolution 08-335 between Benton County and Dean Chuang, previously entered into be and hereby is terminated effective August 1, 2008.

Dated this _____day of _____, 2008

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Original: Benton County Office of Public Defense
Cc: Dean Chuang; Jacki Lahtinen; Rosie Sparks; Rosemary Ozuna

J Paxton

Ajax Law Firm

Personal Injury • Family Law • Criminal Law

June 30, 2008

Rafael Gonzales
Benton Franklin Office of
Public Defense

Re: **Contract termination**

Dear Rafael:

I am hereby giving notice to the Benton Franklin Office of Public Defense, that I am electing to terminate my position on the misdemeanor defense panel. I would request that a replacement be found as soon as possible.

Sincerely,

Dean T. Chuang
Associate Attorney
Ajax Law Firm

8390 W. Gage Blvd., Suite 111, Kennewick, WA 99336
Phone - (509)783-3330 Fax - (509)783-3334

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT WITH JASON ALLAN CELSKI, FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN DISTRICT COURT

WHEREAS, the Board of County Commissioners and Jason Allan Celski both desire to enter into a Professional Service Agreement effective ~~August 1, 2008;~~ September 1, 2008 **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Service Agreement for Legal Representation of Indigent Individuals Charged with Misdemeanors in District Court with Jason Allan Celski for the period ~~August 1, 2008~~ September 1, 2008 through December 31, 2010.

Dated this ..... day of ....., 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Original: file
cc: Auditor (Rosie); PA (R. Ozuna); Jason Celski; District Court

J. Paxton

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

THIS AGREEMENT is entered into by and between **Jason Allan Celski,** attorney at law, Washington State Bar Association **37848** ("Attorney") dba Ajax Law Firm, 8390 West Gage Boulevard, Suite 111, Kennewick, WA, 99336; and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of ~~**August 1, 2008**~~ September 1, 2008 and shall continue thereafter through and including the **31st day of December 2010**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at Ajax Law Firm, 8390 West Gage Boulevard, Suite 111, Kennewick, WA, 99336. Attorney's current local office telephone and fax numbers are (509) 783-3330 and (509) 783-3334 respectively; and Attorney's current office/work e-mail address is Celskilaw@hotmail.com.

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

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-

face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

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

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

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than by the 15th day of each month during the term of this Agreement, Attorney shall provide the IDC with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys to primarily

provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County District Court.

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any material witness matter relating to a case or matter filed in Benton County District Court.

- Any case or matter returned to the Benton County District Court from any higher court.

- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this

Agreement. By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a crime or other matter after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation, except for any court-authorized cost reimbursements specified in paragraph 13.b below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County District Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

(i) Any civil-based matter;

(ii) Any matter involving a represented person for whom a warrant has been issued; and

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

c. Attorney will be appointed to no new cases under this Agreement during the thirty (30) day period prior to its termination date specified in paragraph 1 above if Attorney provides written notice to the County at least sixty (60) days prior to such termination date of Attorney's desire and intent to not pursue contracting with the County again to provide indigent defense services in Benton County District Court after such termination date. Attorney may belatedly provide such written notice at any time within said sixty (60) day time period, but the appointment of new cases to Attorney will not stop until thirty (30) days after the date such notice is received by the County.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County District Court up to a maximum of **three hundred and eighty (380) total case equivalents per calendar year** (proratable for any partial calendar year) for calendar year 2008 with downward adjustments in 2009 and 2010 as indicated in paragraph 12 below. The date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.
- A probation violation appointment shall be counted as one-half (1/2) case equivalent.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.

- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.

- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the IDC following consultation.

- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the IDC may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

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

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

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

appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

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

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

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

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

(i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

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

12. **MONTHLY COMPENSATION.**

a. During calendar year 2008, Attorney's monthly compensation hereunder shall be **$4591.67 per month** (proratable for any partial month), payable on the last business day of the month for handling **380 total case equivalents** during the calendar year.

b. During calendar year 2009, Attorney's monthly compensation hereunder shall be **$4830.00 per month** (proratable for any partial month), payable on the last business day of the month for handling **360 total case equivalents** during the calendar year.

c. During calendar year 2010, Attorney's monthly compensation hereunder shall be **$5071.67 per month**, (proratable for any partial month), payable on the last business day of the month for handling **340 total case equivalents** during the calendar year.

d. In addition to the stated monthly compensation, during calendar years 2008 and 2009, Attorney shall receive $200 per day for each full day of trial and $100 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Commencing in calendar year 2010, Attorney shall receive $300 per day for each full day of trial and $150 for each partial day of trial.

e. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2008, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2008, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

13. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related

overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

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

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

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

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

15. **INSURANCE.**

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

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

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

(ii) The insurance policies required by this paragraph 15.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 15.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 15.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 15, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Benton County District Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

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

17. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide indigent defense representation in Benton County District Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent

contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's IDC, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19a. and 19b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

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

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

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the IDC with written notice of such event within five (5) business days of Attorney being called up so that the IDC and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

21. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

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

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

24. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

29. **DISPUTE RESOLUTION.**

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

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory

Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

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

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

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

Jacki Lahtinen
Benton County District Court Administrator
7122 West Okanogan Place, Building A
Kennewick, WA 99336

Rafael A. Gonzales
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

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

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

change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Date: _____

BENTON COUNTY

_____
Chairman

_____
Commissioner

_____
Commissioner

Date: 08/26/06

ATTORNEY

_____
Jason Allan Celski

Approved as to Content:

_____
Rafael A. Gonzales
Indigent Defense Coordinator

Approved as to Form:

_____
Timothy G. Klashke
Attorney at Law

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT WITH JOSHUA LILLY, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH MISDEMEANORS IN BENTON COUNTY DISTRICT COURT

WHEREAS, the Board of County Commissioners and Joshua Lilly, Attorney at Law, both desire to enter into an agreement effective on ~~August 15,~~ 2008 for legal representation of indigent individuals charged with misdemeanors in District Court; September 1 08

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Service Agreement for Legal Representation Of Indigent Individuals Charged With Misdemeanors In District Court with Joshua Lilly, Attorney at Law for the period ~~August 15~~, 2008 through December 31, 2010.
September 1 08

Dated this ..... day of ....., 2008.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Original: File
Cc: Rosie Sparks; Joshua Lilly; Jacki Lahtinen; Rosemary Ozuna

JPaxton

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT

THIS AGREEMENT is entered into by and between **Joshua Lilly,** attorney at law, Washington State Bar Association **#36033** ("Attorney") dba Walker, Heye and Meehan, PLLC, 1333 Columbia Park Trail, Suite 220, Richland, WA 99352-4713; and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of ~~**August 15,**~~ **2008,** and shall continue thereafter through and including the **31st day of December 2010**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at Walker, Heye and Meehan, PLLC, 1333 Columbia Park Trail, Suite 220, Richland, WA 99352-4713. Attorney's current local office telephone and fax numbers are (509) 735-4444 and (509) 735-7140 respectively; and Attorney's current office/work e-mail address is jlilly@walkerheye.com.

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

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to

maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

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

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

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than by the 15th day of each month during the term of this Agreement, Attorney shall provide the IDC with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys to primarily

provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County District Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any material witness matter relating to a case or matter filed in Benton County District Court.
- Any case or matter returned to the Benton County District Court from any higher court.
- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this

Agreement. By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a crime or other matter after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation, except for any court-authorized cost reimbursements specified in paragraph 13.b below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County District Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

(i) Any civil-based matter;

(ii) Any matter involving a represented person for whom a warrant has been issued; and

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

c. Attorney will be appointed to no new cases under this Agreement during the thirty (30) day period prior to its termination date specified in paragraph 1 above if Attorney provides written notice to the County at least sixty (60) days prior to such termination date of Attorney's desire and intent to not pursue contracting with the County again to provide indigent defense services in Benton County District Court after such termination date. Attorney may belatedly provide such written notice at any time within said sixty (60) day time period, but the appointment of new cases to Attorney will not stop until thirty (30) days after the date such notice is received by the County.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County District Court up to a maximum of **three hundred and eighty (380) total case equivalents per calendar year** (proratable for any partial calendar year) for calendar year 2008 with downward adjustments in 2009 and 2010 as indicated in paragraph 12 below. The date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.
- A probation violation appointment shall be counted as one-half (1/2) case equivalent.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.

- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.

- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the IDC following consultation.

- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the IDC may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

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

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

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

appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

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

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

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

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

(i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

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

12. **MONTHLY COMPENSATION.**

a. During calendar year 2008, Attorney's monthly compensation hereunder shall be **$4591.67 per month** (proratable for any partial month), payable on the last business day of the month for handling **380 total case equivalents** during the calendar year.

b. During calendar year 2009, Attorney's monthly compensation hereunder shall be **$4830.00 per month** (proratable for any partial month), payable on the last business day of the month for handling **360 total case equivalents** during the calendar year.

c. During calendar year 2010, Attorney's monthly compensation hereunder shall be **$5071.67 per month**, (proratable for any partial month), payable on the last business day of the month for handling **340 total case equivalents** during the calendar year.

d. In addition to the stated monthly compensation, during calendar years 2008 and 2009, Attorney shall receive $200 per day for each full day of trial and $100 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Commencing in calendar year 2010, Attorney shall receive $300 per day for each full day of trial and $150 for each partial day of trial.

e. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2008, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2008, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

13. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related

overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

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

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

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

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

15. **INSURANCE.**

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

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

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

(ii) The insurance policies required by this paragraph 15.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 15.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 15.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 15, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Benton County District Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

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

17. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide indigent defense representation in Benton County District Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent

contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's IDC, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19a. and 19b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

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

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

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the IDC with written notice of such event within five (5) business days of Attorney being called up so that the IDC and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

21. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

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

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

24. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

29. **DISPUTE RESOLUTION.**

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

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory

Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

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

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

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

Jacki Lahtinen
Benton County District Court Administrator
7122 West Okanogan Place, Building A
Kennewick, WA 99336

Rafael A. Gonzales
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

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

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

change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Date: _____

BENTON COUNTY

_____
Chairman

_____
Commissioner

_____
Commissioner

Date: 08/25/08

ATTORNEY

_____
Joshua Lilly

Approved as to Content:

_____
Rafael A. Gonzales
Indigent Defense Coordinator

Approved as to Form:

_____
Timothy G. Klashke
Attorney at Law

9.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A PROFESSIONAL SERVICE AGREEMENT WITH GARY METRO, ATTORNEY AT LAW FOR LEGAL REPRESENTATION OF INDIGENT INDIVIDUALS CHARGED WITH FELONIES IN BENTON COUNTY SUPERIOR COURT

WHEREAS, the Board of County Commissioners and Gary Metro, Attorney at Law, both desire to enter into an agreement effective on September 01, 2008 for legal representation of indigent individuals charged with Felonies in Superior Court;

NOW, THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Professional Service Agreement for Legal Representation of Indigent Individuals Charged with Felonies in Superior Court with Gary Metro, Attorney at Law for the period September 01, 2008 through December 31, 2010.

Dated this ..... day of ....., 2007.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Judy Paxton

Original: File
Cc: Rosie Sparks; Gary Metro; Pat Austin; Rosemary Ozuna

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

THIS AGREEMENT is entered into by and between Gary Metro, attorney at law, Washington State Bar Association # 37919 ("Attorney"), dba Metro Law Firm, PC, 719 Jadwin Avenue, Richland, WA 99352, and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **September 1, 2008**, and shall continue thereafter through and including the **31st day of December 2010**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at Metro Law Firm, PC, 719 Jadwin Avenue, Richland, WA 99352. Attorney's current local office telephone and fax numbers are (509) 943-7004 and (509) 525-2078, respectively; and Attorney's current office/work e-mail address is Metrolawfirm@yahoo.com.

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

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to

maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; has not been subject to a termination proceeding involving a previous personal services agreement for public indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney.

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

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

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than by the 15th day of each month during the term of this Agreement, Attorney shall provide the IDC with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding month and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding month. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County Superior Court, the Superior Court Administrator and the IDC to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the IDC shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in the Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to the Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

6. **CONTINUED REPRESENTATION.**

a. Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. In that regard, Attorney shall continue to provide representation for those persons whom Attorney was appointed to represent and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Attorney's obligation to continue post-termination representation shall not in any way entitle Attorney to receive any additional compensation beyond the compensation amount(s) specified in this Agreement.

(i) By way of example, in the event that Attorney is required by this paragraph to continue representing a person charged with a non-homicide crime after the termination date of this Agreement, Attorney shall not be entitled to receive any compensation as a result of such continued, post-termination representation, except for any court-authorized cost reimbursements specified in paragraph 14.b below.

(ii) By way of further example, in the event that Attorney is required by this paragraph to continue representing a person charged with a homicide or Persistent Offender matter after the termination date of this Agreement, the only compensation that Attorney would be entitled to receive as a result of such continued, post-termination representation is specified in paragraphs 13 and 14.b below.

b. Notwithstanding anything in this paragraph 6 or elsewhere in this Agreement to the contrary, Attorney's post-termination duty and obligation to continue representing persons whom Attorney was appointed to represent in Benton County Superior Court for up to ninety (90) days shall be limited to a sixty (60) day period following the termination date for the following types of matters:

(i) Any civil-based matter;

(ii) Any matter involving a represented person for whom a warrant has been issued;

(iii) Special Sex Offender Sentencing Alternative Revocation hearings; and

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

c. Attorney will be appointed to no new cases under this Agreement during the thirty (30) day period prior to its termination date specified in paragraph 1 above if Attorney provides written notice to the County at least sixty (60) days prior to such termination date of Attorney's desire and intent to not pursue contracting with the County again to provide indigent defense services in Benton County Superior Court after such termination date. Attorney may belatedly provide such written notice at any time within

said sixty (60) day time period, but the appointment of new cases to Attorney will not stop until thirty (30) days after the date such notice is received by the County.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **one hundred fifty (150) total case equivalents per calendar year** (proratable for any partial calendar year). The date on which a case or matter is filed (rather than its final date of disposition) shall be used to determine the calendar year in which a case equivalent is to be counted.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions shall apply:

- A felony appointment shall be counted as one (1) case equivalent except Class A felonies, which shall be counted as two (2) case equivalents.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one-half (1/2) of a case equivalent.
- An appointment to represent a person in a material witness matter in a case pending in Benton County Superior Court shall count as one-half (1/2) of a case equivalent.
- An appointment on a felony matter filed in Benton County Superior Court following a declination hearing in Juvenile Court shall count as one (1) case equivalent notwithstanding any prior case credit granted in Juvenile Court.
- An appointment to a case or matter returned to Benton County Superior Court from a higher court shall be counted as determined by the IDC following consultation.
- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- As set forth in paragraph 13 below, homicide cases and Persistent Offender cases shall not count as any type of case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the IDC may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. Throughout the term of this Agreement, the IDC shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The IDC shall provide copies of such records to the County and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney ever disagrees with any such records, and Attorney must notify the IDC in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed as being accurate.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Benton County Superior Court of such possibility for purposes of the Superior Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies

for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

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

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case; and Attorney shall use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person),

otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney shall contact (preferably in person or at least via telephone) such person to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

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

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

(i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

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

12. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder during calendar year 2008, Attorney's monthly compensation hereunder shall be **$6250 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **$75,000**.

b. During calendar year 2009, Attorney's monthly compensation hereunder shall be **$6506.25 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **$78,075**.

c. During calendar year 2010, Attorney's monthly compensation hereunder shall be $**6707.94 per month** (proratable for any partial month), payable on the last business day of the month, an annualized compensation of **$80,495.32.**

d. In addition to the stated monthly compensation, during calendar year 2008, Attorney shall receive $300 per day for each full day of trial and $150 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual in session trial proceedings going beyond four (4) total hours for that trial day. Commencing in calendar year 2009 and continuing through calendar year

2010, Attorney shall receive $400 per day for each full day of trial and $200 for each partial day of trial.

e. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2008, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide and Persistent Offender cases. By way of further example, if this Agreement is terminated effective November 15, 2008, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount) as well as any amounts accruing and owing to Attorney under paragraph 13 below for post-termination continued representation in homicide or Persistent Offender cases.

f. Attorney acknowledges and agrees that the above-stated compensation to Attorney (including the below-described additional compensation Attorney would be entitled to receive for homicide or Persistent Offender cases) shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total of **150** case equivalents.

13. **HOMICIDE/PERSISTENT OFFENDER CASE COMPENSATION.** Homicide and Persistent Offender cases are appointed to the Benton County Superior Court Criminal Defense Panel members on a rotational basis and shall not count against caseload limitations. Attorney shall receive additional compensation for appointments to homicide and Persistent Offender cases in any degree at the rate of **$75.00 per hour** up to a maximum aggregate amount of **$10,000.00** per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court or its designee in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity).

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

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide or Persistent Offender case, Attorney shall be required to submit a vendor warrant payment voucher to the Superior Court Administrator that descriptively sets forth and details the total number of hours (documented and stated in one-tenth ($1/10^{th}$) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client

confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

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

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

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless

sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the Superior Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in the Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Benton County Superior Court or its designee appoint one of the other Benton County Superior Court Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Superior Court Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Court would have the ultimate and inherent discretion and power to do so.

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

Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

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

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

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

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall

be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder. Provided that, however, Attorney may elect to delay and forego obtaining the Commercial General Liability insurance coverage required by this paragraph 17.b until January 1, 2009, at which time such coverage or such other coverage as may be agreed must be obtained and thereafter maintained throughout the entire remaining term of this Agreement and throughout any longer time period during which attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the Benton County Superior Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

a. Upon receiving such complaint, the IDC, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the IDC within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The IDC shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The IDC then may follow-up with the Benton County Superior Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the

County may deem necessary/appropriate, Attorney acknowledges that the County and/or the IDC have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges

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

e. If the County decides in its discretion to provide indigent defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's IDC, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Superior Court Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Superior Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct

negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

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

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the IDC with written notice of such event within five (5) business days of Attorney being called up so that the IDC and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and

contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

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

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

26. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

31. **DISPUTE RESOLUTION.**

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

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

32. **NOTICES.**

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

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

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

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

Rafael A. Gonzales
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

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

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

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the County's Board of Commissioners or the Board's designee unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

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

34. **INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the County has established and employed the IDC to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the County. Attorney further acknowledges that the County has the right and

discretion to direct the IDC to assume and fulfill various roles and functions under this Agreement. Though the IDC will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the IDC to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

Date: _____

BENTON COUNTY

_____
Chairman

_____
Commissioner

_____
Commissioner

Date: 08/26/08

ATTORNEY

_____
Gary Metro

Approved as to Content:

_____
Rafael A. Gonzales
Indigent Defense Coordinator

Approved as to Form:

_____
Timothy C. Klashke
Attorney at Law

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

Name: John Hanson

Address: X

FUND: 0000-101-116 Month July & August 2008

IRS PUB 1542
Under WWW.IRS.GOV/ Search for 1542

Note: A receipt for the following must be attached to your form: Transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department managers

MEALS					LODGING *Receipts Required*						
Date	Breakfast	Lunch	Dinner	Totals	Lodging	Airfare Taxi Transport	Rental Car/ Parking Fees	Travel Mileage	Registration Fee	Purpose	Location
7/17/08			X	17.00				X		Board of Assessment	Prosser
7/17/08			X	17.00				X		Board of Assessment	Prosser
8/19/08			X	17.00						Planning Commission	Prosser
TOTALS											

CERTIFICATION

I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: X

Job Title Parks Planner

Approval

Date:

Budget Coding

Dept	Base Sub	Object	Amount
116	558.600	4314	51.00

BOT

S

AGENDA ITEM MEETING DATE: September 2, 2008 SUBJECT WDFW Sensitive Fish/Wildlife Information Release Agreement and WSDFW Order Form MEMO DATE: August 19, 2008 Prepared By: Carel Hiatt Reviewed By Michael E. Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

The Board in 2000 signed a memorandum of understanding with the Washington State Department of Fish/Wildlife in order to obtain various maps and information for Benton County. The Benton County Planning Department has been acquiring current mapping information from the State Department of Fish/Wildlife every six months per the State's suggestion that we not utilize maps older then six months.

On March 14, 2005, the Board of County Commissioners made and approved a motion to have the Planning Department order one set of the Washington State Department of Fish/Wildlife maps/CD. The maps/CD will be retained in the Benton County Planning Department.

Seeing as Commissioner Claude Oliver is the current Chairman of the Board of County Commissioner he will need to sign the attached Washington State Department of Fish/Wildlife Sensitive Fish/Wildlife Information Release Agreement and the Washington State Department of Fish/Wildlife Order Form in order to secure maps/CD to be retained in the Benton County Planning Department.

SUMMARY

The Board in 2000 signed a memorandum of understanding with the Washington State Department of Fish/Wildlife to obtain current mapping information every six months. The Chairman of the Board of County Commissioners needs to sign the attached documents. Upon return of the Washington State Department of Fish/Wildlife forms the Planning Department will then be able to order updated maps.

RECOMMENDATION

The Planning Department recommends that the Chairman of the Board of County Commissioners sign the attached Washington State Department of Fish/Wildlife Sensitive Fish/Wildlife Information Release Agreement and the Washington State Department of Fish/Wildlife Order Form from the Washington State Department of Fish/Wildlife.

FISCAL IMPACT

This amount has been included in the 2008 budget for the Benton County Planning Department

MOTION

Approve the Consent Agenda adopting the Resolution authorizing Commissioner Oliver to sign the attached Washington State Department of Fish/Wildlife Release Agreement and the Washington State Department of Fish/Wildlife Order Form.

Washington Department of Fish and Wildlife
Mailing Address: 600 Capitol Way N • Olympia, WA 98501-1091 Main Office Location: Natural Resources Building • 1111 Washington Street SE •Olympia, WA

Sensitive Fish and Wildlife Information Release Agreement

Organization Name: Benton County

Authorized Representative: Claude Oliver, Chairman - Board of County Commissioners
Michael E. Shuttleworth
Planning Manager
Phone Number 509-786-5612 (Pln.Dept)
509-786-5600 (BOCC)

Technical Contact(s):

Mailing Address: P O Box 910 - Prosser - WA 99350

Description of information that you are requesting:

MAP PRODUCTS:

1. **Detailed 1:24,000 Scale Habitats and Species Map** (Detailed information on known locations of important fish, wildlife and habitats; a report accompanies this map)

DIGITAL DATA PRODUCTS:

1. **Priority Habitats and Species Polygon, Wildlife Survey Data Management Point/Polygon (includes Marbled Murrelet points), Spotted Owl Point and Bald Eagle Buffer Management Zone Databases** (Information in these databases are updated regularly.)
2. **Washington Lakes and Rivers Information System (WLRIS) Fish Distribution Database** (Selected fish species information are updated on a regular basis.)
3. **Forage Fish Survey, Marine Resources, Seabird Colonies and Seal/Sea Lion Haulout Databases** (Forage Fish Survey information is updated 1-2 times a year, information from the other databases are rarely updated.)

I, The Authorized Representative of the said organization, agree to the terms and conditions on the reverse side. I am one of the following parties that are eligible to receive Sensitive Fish and Wildlife Information: Government agency; Tribe; Researcher affiliated with an accredited college or university; Private landowner (receiving Information for my lands); Agent of the above parties (e.g., consultants, realtors, etc).

Authorized Representative

Title Chairman - Board of County Commissioners

Name Claude Oliver

Signature _____

Date _____

Washington Department of Fish and Wildlife

Title _____

Name _____

Signature _____

Date _____

Approved as to form: Ryan Brown Ryan Brown Chief Deputy Prosecuting Attorney

Please return the signed Sensitive Fish and Wildlife Information Release Agreement form to Washington Department of Fish and Wildlife, Priority Habitats and Species, 600 Capitol Way North, Olympia WA 98501-1091. For questions about the form or to address special needs for information distribution not covered in the agreement call (360) 902-2543.

Washington Department of Fish and Wildlife
Mailing Address: 600 Capitol Way N • Olympia, WA 98501-1091 **Main Office Location:** Natural Resources Building • 1111 Washington Street SE •Olympia, WA

Sensitive Fish and Wildlife Information Release Agreement

Informed land use decisions often require information about specific fish, wildlife, and habitat locations. The Washington Department of Fish and Wildlife (WDFW) can provide you with such information while meeting our responsibility to protect fish and wildlife from inadvertent or malicious harm. The signing of this agreement indicates that the signatory (person or organization) recognizes the appropriate guidelines for disseminating Sensitive Fish and Wildlife Information and has agreed to the provisions in the WDFW Releasing Sensitive Fish and Wildlife Information Policy - 5210.

Fish and wildlife information is deemed sensitive by the WDFW Director when the viability of a fish or wildlife population may be compromised by displaying the locations of a species or its habitat and at least one of the following apply: (A) The species has a known commercial or black-market value; (B) The species behavior or ecology renders it especially vulnerable and has a history of malicious take; (C) There is a known demand to visit, take, or disturb the species or habitat; or (D) The species has an extremely limited distribution and concentration. See WDFW Policy - 5210 for a list of the species and habitats considered sensitive. Careful and reasonable use and distribution of sensitive information will meet your needs while protecting our state's most vulnerable fish and wildlife resources.

General Requirements

1. The locations of species may change over time. WDFW updates fish and wildlife information as additional data become available. WDFW does not recommend using maps or digital data more than six months old; please obtain updates rather than use outdated information.
2. Washington State law (RCW 42.17.310) exempts Sensitive Fish and Wildlife Information from public inspection and copying.

Redistributing or Displaying Sensitive Fish and Wildlife Information

1. Parties holding Sensitive Fish and Wildlife Information, obtained from WDFW, may release it for areas **less than** thirty-six square miles (one Township) only to the following parties when such a release accompanies an agreement to abide by the provisions of WDFW Policy – 5210. All materials provided must be marked confidential.
   - Government agencies; Tribes; Researchers affiliated with an accredited college or university; Private landowners (or other parties with permission from the landowner) for their own lands; or Agents of the above parties (e.g., consultants, realtors, etc.).
2. Parties holding Sensitive Fish and Wildlife Information shall not disclose or release it for areas **greater then** thirty-six square miles (one Township). Refer requesters to WDFW for these information requests.
3. Individuals and organizations may release Sensitive Fish and Wildlife Information during certain governmental activities. The following activities constitute circumstances appropriate for the release of maps or other items that display Sensitive Fish and Wildlife Information. Any Sensitive Fish and Wildlife Information released in these circumstances shall abide by the other provisions in WDFW Policy – 5210. All material provided must be marked confidential.
   - Working with citizen advisory committees.
   - In public meetings and hearings, Sensitive Fish and Wildlife Information can only be displayed at map scales equal to or smaller than 1:100,000. Maps or other media that display Sensitive Fish and Wildlife Information may not be reproduced or distributed.
   - Very small scale maps (1:250,000 or smaller) that display Sensitive Fish and Wildlife Information may be reproduced and distributed to the public.
4. Providing sensitive information to the public (persons not included in the above):
   - Inquires from the public about the existence of sensitive species on a specific site should be answered with a direct "yes" or "no" without referring to the species' name. However, some situations may necessitate providing site-specific locations of sensitive species. Please consult with WDFW when you wish to balance the public's need to know against our shared responsibility to protect fish and wildlife.

Term of Agreement

To the fullest extent permitted by law, signatory shall indemnify, defend and hold harmless WDFW, its officials, agents and employees, from and against all claims arising out of the unauthorized disclosure or dissemination, by the signatory, of Sensitive Fish and Wildlife Information being provided under this agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible or real property, sensitive habitat, including loss of use resulting there from. Signatory's obligation to indemnify, defend, and hold harmless includes any claim by signatory's agents, employees. Signatory expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to the unauthorized disclosure or dissemination, by signatory, of Sensitive Fish and Wildlife Information being provided under this agreement

Please return the signed Sensitive Fish and Wildlife Information Release Agreement form to Washington Department of Fish and Wildlife, Priority Habitats and Species, 600 Capitol Way North, Olympia WA 98501-1091. For questions about the form or to address special needs for information distribution not covered in the agreement call (360) 902-2543.

Washington Department of Fish and Wildlife
Mailing Address: 600 Capitol Way N • Olympia, WA 98501-1091 Main Office Location: Natural Resources Building • 1111 Washington Street SE •Olympia, WA

FISH AND WILDLIFE ORDER FORM

HABITATS AND SPECIES INFORMATION

INSTRUCTIONS

Please complete this order form to request maps and/or digital data on locations of species and habitats. For descriptions of standard products and prices see the *Ordering Habitats and Species Information* sheet which accompanies this form or visit our web site at *wdfw.wa.gov/hab/release.htm*. **Mail completed form to: Washington Department of Fish and Wildlife, Priority Habitats and Species, 600 Capitol Way N., Olympia WA 98501-1091 or fax to (360) 902-2946.** You will receive an invoice itemizing the costs for your request and instructions for submitting payment. ***Sorry, we do not accept payments by credit card.*** For questions call (360) 902-2543. For information on state listed plants contact the Washington Department of Natural Resources at *dnr.wa.gov/nhp*.

Name: Benton County

Agency/Organization: Claude Oliver, Chairman - Board of County Commissioners

Address: Michael E. Shuttleworth - Planning Manager
~~Benton County Planning Department~~
P O Box 910

City: Prosser, WA 99350 State: Zip Code:

Phone Number: 509-786-5612 Date of Request:

Does your agency/organization have a Release Agreement, which includes you as a contact, on file with the Washington Department of Fish and Wildlife regarding the confidentiality of sensitive information? ☐ Yes ☐ No ☐ Don't Know

Identify yourself as one of the following:
☐ Owner of land covered by this request ☐ Tribe ☐ Utility ☐ Conservation organization ☒ Government Agency
☐ Consultant representing **(please circle one:)** Landowner Tribe Utility Conservation organization Government Agency
If Government Agency or representative please specify agency name and type (Federal, State etc..)
☐ Researcher with a university ☐ Other (please specify)

REQUESTER READ AND SIGN

By receiving fish and wildlife information from the Washington Department of Fish and Wildlife (WDFW), you incur an obligation to use it in a way that does not cause undue harm to our public fish and wildlife resources.

All fish and wildlife species are vulnerable to harm from human activities. Harm can occur directly (e.g., an animal is harassed or injured) or indirectly (e.g., a nest tree is felled or a wetland is drained). Harm can occur unintentionally, even by those who value the fish and wildlife resources (e.g., repeated visits to a heron rookery which flushes birds from the nest and exposes eggs to cold weather and predators). The most serious threats to fish and wildlife, rather than being direct and malicious acts, are indirect human actions where harm to fish and wildlife was unintentional.

The Washington State constitution confers fish and wildlife ownership to all citizens of the state. WDFW is mandated to safeguard this ownership by preserving, protecting and perpetuating fish and wildlife resources. The public has a crucial role in fulfilling this mandate, for two reasons. First, the statewide distribution of fish and wildlife species and habitat is beyond the monitoring capability of any single agency. Second, the state's constitution gives to the people ownership of fish and wildlife but not of the habitat on which fish and wildlife's survival ultimately depends. Property owners are also habitat owners and their collective actions have a profound effect on the state's fish and wildlife.

WDFW provides information on the location of many of Washington's most sensitive and vulnerable fish and wildlife resources. Use of this information must be commensurate with the vulnerability of fish and wildlife resources and with the conditions outlined in WDFW Releasing Sensitive Fish and Wildlife Information Policy 5210.

Fish and wildlife species are protected through specific legislation. Regulations most applicable to users of WDFW information include RCW 77.16.120 (taking of protected fish and wildlife), WAC 232-12-292 (Bald Eagle protection rules), WAC 232-12-064 (live fish and wildlife) and RCW 42.17.310 (exempting of sensitive fish and wildlife information from public inspection and copying).

I have read and understand the information above and certify that this form is filled out accurately and completely to the best of my knowledge. I understand that I will receive an invoice itemizing the costs for this request and instructions for submitting payment.

REQUESTER'S SIGNATURE **X** _____

Project Name/Number:

Project Description/Use of Requested Information:

Washington Department of Fish and Wildlife
Mailing Address: 600 Capitol Way N • Olympia, WA 98501-1091 **Main Office Location:** Natural Resources Building • 1111 Washington Street SE •Olympia, WA

FISH AND WILDLIFE ORDER FORM

HABITATS AND SPECIES INFORMATION

Project Location of Request - [**For your project please specify the area by section, township, and range and include a project vicinity map**] List here or attach listing:

Special Requests:

STANDARD PRODUCTS

Indicate desired products by checking appropriate blank box:
(For descriptions of standard products and prices see the *Ordering Habitats and Species Information* sheet which accompanies this form or visit our web site at *wdfw.wa.gov/hab/release.htm*.)

MAP PRODUCTS		
1.	Detailed 1:24,000 Scale Habitats and Species Map (Detailed information on known locations of important fish, wildlife and habitats; a report accompanies this map.)	X
2.	Bald Eagle Buffer Map (Shows nest and roost sites with buffer zones for determining a habitat protection agreement between WDFW and a landowner.)	
3.	Marine Resource Map (Generalized information of forage fish surveys, marine fish and shellfish.)	
DIGITAL DATA PRODUCTS		
4.	Priority Habitats and Species Polygon, Wildlife Survey Data Management Point/Polygon (includes Marbled Murrelet points), Spotted Owl Point, and Bald Eagle Buffer Management Zone Databases (Information in these databases are updated regularly.)	X
5.	Washington Lakes and Rivers Information System (WLRIS) Fish Distribution Database (Selected fish species information are updated on a regular basis.)	X
6.	Forage Fish Survey, Marine Resources, Seabird Colonies and Seal/Sea Lion Haulout Databases (Forage Fish Survey information is updated 1-2 times a year, information from the other databases are rarely updated.)	X

Standard Map Options (check relevant options)

☒ Provide map(s) on paper Include documentation for map(s) ☐ Yes ☐ No

Standard Digital Data Options

Digital data is for use with Geographic Information Software (GIS); it is not an image of a map.

Available Formats: **(please check one)**

All digital data formats provided in State Plane South NAD 1983 (1991 adjustment) on Compact Disk (CD).

☐ ArcGIS 9.2 Personal Geodatabase
☒ ESRI shape file
☐ Geographic Markup Language (GML)

Sample digital data and some non-sensitive data is available on the *PHS web page download site at:* *https://fortress.wa.gov/dfw/public/phs*

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE SENSITIVE FISH/WILDLIFE INFORMATION RELEASE AGREEMENT AND THE WASHINGTON STATE DEPARTMENT OF FISH/WILDLIFE ORDER FORM ON BEHALF OF BENTON COUNTY TO OBTAIN HABITATS AND SPECIES INFORMATION

BE IT RESOLVED that Claude Oliver, Chairman of the Board of County Commissioners is hereby authorized to sign the Washington State Department of Fish and Wildlife Sensitive Fish/Wildlife Information Release Agreement between the Washington State Department of Fish and Wildlife and Benton County and the Washington State Department of Fish/Wildlife Order Form for the ability to obtain Habitats and Species information.

Dated this _____ day of _____ 2008

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County
Washington

Attest.....
Clerk of the Board

MES/ch

CC: Planning Department, PA Office

BENTON COUNTY PROSECUTOR
CIVIL DIVISION
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 735-3591 Fax (509) 222-3705

MEMORANDUM

TO: Benton County Board of Commissioners

FROM: Sarah H. Perry, Deputy Prosecuting Attorney

DATE: August 27, 2008

RE: Consent Agenda on September 2, 2008
Updated Anti-Discrimination and Harassment Policy

Before the Board for approval and signature is the "Equal Employment Opportunity / Anti-Discrimination/Harassment Policy and Complaint Procedure" and Resolution. This policy updates and replaces the current "Sexual Harassment and Anti-Harassment Policies and Procedures for Benton County" (Resolution No. 0-410). The updated policy has been approved by all the other Benton County elected officials and is therefore ready for approval and signature by the Board.

Thank you.

c: David Sparks (w/attachments)
Melina Wenner (w/attachments)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY RE: THE BENTON COUNTY EQUAL EMPLOYMENT OPPORTUNITY / ANTI-DISCRIMINATION/HARASSMENT POLICY AND COMPLAINT PROCEDURE AND RESOLUTION; RESCINDING RESOLUTION 0-410

WHEREAS, Benton County is committed to equal employment opportunity, and it is Benton County's policy to ensure that all employees have a work environment that is free from all forms of unlawful discrimination and harassment; and

WHEREAS, the attached "Benton County Equal Employment Opportunity / Anti-Discrimination/Harassment Policy and Complaint Procedure" sets forth that policy and updates and replaces the current "Sexual Harassment and Anti-Harassment Policies and Procedures for Benton County" (Resolution No. 0-410); and

WHEREAS, County Elected Officials have signed and approved the attached Equal Employment Opportunity / Anti-Discrimination/ Harassment Policy and Complaint Procedure; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Equal Employment Opportunity / Anti-Discrimination/Harassment Policy and Complaint Procedure and is authorized to sign the same; and that Resolution 0-410 is hereby rescinded.

Dated this ..... day of ....., 2008

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: .....
Clerk of the Board

c: All Dept., S. Perry, Policy Book

BENTON COUNTY
EQUAL EMPLOYMENT OPPORTUNITY / ANTI-DISCRIMINATION AND HARASSMENT POLICY AND COMPLAINT PROCEDURE

Benton County is committed to equal employment opportunity. It is Benton County's policy to ensure that all employees have a work environment that is free from all forms of unlawful discrimination and harassment.

Discrimination and Harassment Are Prohibited

Benton County strictly prohibits and does not tolerate unlawful discrimination or harassment on the basis of age, sex (including pregnancy), marital status, sexual orientation, race, color, creed, religion, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a person with a disability, protected activity, or any other protected status, as provided by law. Benton County also provides reasonable accommodation for disabilities in accordance with the law.

Discrimination is prohibited in all terms and conditions of employment and employment-related decisions, including but not limited to hiring, assignment, compensation, benefits, leave of absence, training, promotion, discipline, termination, layoff, and recall.

Unlawful discrimination and harassment can occur in a variety of ways and can include derogatory comments, jokes, names, or pictures, acts of physical aggression, intimidation, hostility, or unequal treatment based on a protected status. The harasser can be the victim's supervisor, an agent of Benton County, a supervisor in another area, a co-worker, or a non-employee. The victim does not have to be the person harassed but could be anyone affected by the offensive conduct.

Sexual Harassment Is Prohibited

Sexual harassment is a form of unlawful sex discrimination. It is not tolerated and is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of employment; or
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of types of sexual harassment include:

- Verbal Conduct: sexual comments, innuendoes, suggestions, jokes, obscenities, propositions, pressure for dates or sexual favors, comments about another person's anatomy or physical attributes, discussion of sexual activities, demeaning names or terms;

- Non-Verbal Conduct: suggestive looks, gestures with sexual connotation, sexual pictures, cartoons, drawings;

- Physical Conduct: touching, cornering, blocking.

Other prohibited conduct includes aggressive, harassing behavior in the workplace, whether or not sexual in connotation, that is directed toward an employee based on the employee's gender.

The victim as well as the harasser may be a woman or a man. The victim does not need to be of the opposite sex.

Complaint Procedure

Any employee who believes he/she has been subjected to discrimination or harassment, or who has witnessed discrimination or harassment, is to do the following:

- If possible, inform the harasser that the conduct is unwelcome and must stop;**and**

- Promptly report the discrimination or harassment to the elected official or department director for his/her department. Alternatively, employees may report discrimination or harassment directly to the Personnel/Risk Manager in the Personnel Resources Department. The Personnel/Risk Manager can be reached at 737-2777 or 736-3064.

Employees are encouraged to report discrimination and harassment at the earliest possible time. Complaints may be made either verbally or in writing. Complaints are to be made in good faith. Benton County protects the confidentiality of discrimination and harassment complaints to the extent possible. If necessary, complaints may be made anonymously and will be investigated if sufficient information for an investigation is provided.

Employees may also file a complaint and pursue external remedies with the Washington State Human Rights Commission or the Equal Employment Opportunity Commission. Employees should contact those agencies for information about timelines for filing a complaint.

In addition to investigation and support by the Personnel Resources Department, other support resources are available, including the Employee Assistance Program.

Investigation of Complaint

Benton County conducts prompt, thorough, and impartial investigation of discrimination and harassment complaints. Investigations are conducted as soon as practicably possible after the report of harassment is made.

Immediately Report to Elected Official or Department Director: All supervisors and managers who receive a complaint of discrimination or harassment are to immediately report the complaint to the elected official or department director for his/her department. If the Personnel/Risk Manager receives a complaint of discrimination or harassment, he/she is to immediately report the complaint to the appropriate elected official or department director.

Immediately Report to Personnel/Risk Manager and Prosecuting Attorney's Office: All discrimination and harassment complaints are to be forwarded immediately to the Personnel/Risk

Manager. The Prosecuting Attorney's Office shall promptly be notified of all complaints and investigations.

The elected official or department director coordinates the investigation with the Personnel/Risk Manager; provided, however:

- If the complaint of discrimination or harassment is against an employee from a different department, the elected official or department director supervising the complaining employee will also coordinate the investigation with the elected official or department director supervising the alleged harasser.

- If the complaint is against an elected official, department director, or the Personnel/Risk Manager, the Prosecuting Attorney will coordinate the investigation, and/or outside legal counsel may be substituted. If the complaint is against a County Commissioner, the County Administrator, or the Deputy County Administrator, the Personnel Resources Department will not conduct the investigation. If the complaint is against the Prosecuting Attorney, outside legal counsel will be substituted.

At a minimum, the investigation should include information from the complainant, alleged harasser, witnesses identified by those individuals, and other persons who could reasonably be expected to have relevant information. The person coordinating the investigation is to ensure that the investigation is conducted in an objective manner.

The extent of the investigation will be based on the nature of the complaint, facts contained in the complaint, and other factors. For example, a complaint regarding a one-time occurrence with no witnesses that is corroborated by the complainant and accused harasser would require no further investigation. However, a complaint involving several alleged occurrences of harassment or a more general complaint may require more extensive investigation.

The findings of the investigation will be made available to the complainant and the accused.

Corrective and Disciplinary Action

Following investigation, if there is a finding of discrimination or harassment, Benton County takes prompt, appropriate, and effective corrective action to stop the discrimination or harassment, correct its effects on the employee, and ensure that the conduct does not reoccur. **Any employee found to have engaged in discrimination or harassment or to have otherwise violated this policy will be subject to disciplinary action, up to and includng termination of employment.**

Retaliation Is Prohibited

Benton County does not tolerate any retaliation against any person for opposing unlawful discrimination or harassment, making a discrimination or harassment complaint, or participating in an investigation or complaint proceeding. Prohibited conduct includes any adverse treatment that is based on a retaliatory motive and that is reasonably likely to deter an individual from engaging in protected activity. Such prohibited conduct can include, but is not limited to, hostility toward a complainant or participant in an investigation, exclusion/ostracism of such individuals, and/or negative remarks about such individuals. **Retaliation will result in disciplinary action, up to and including termination of employment.**

Approved and accepted by the undersigned Benton County Elected Officials:

BENTON COUNTY
BOARD OF COMMISSIONERS

Claude L. Oliver, Chairman

Max E. Benitz, Member

Leo M. Bowman, Member

CLERK'S OFFICE

Josie Delvin, Clerk

CORONER'S OFFICE

Rick Corson, Coroner

SUPERIOR COURT

Hon. Vic L. VanderSchoor, Presiding Judge

PROSECUTING ATTORNEY'S OFFICE

Andy Miller, Prosecuting Attorney

DISTRICT COURT

Hon. Holly A. Hollenbeck, Presiding Judge

SHERIFF'S OFFICE

Larry Taylor, Sheriff

ASSESSOR'S OFFICE

Barbara Wagner, Assessor

TREASURER'S OFFICE

Duane Davidson, Treasurer

AUDITOR'S OFFICE

Bobbie Gagner, Auditor

****

I have received, read, and understand the Benton County Equal Employment Opportunity / Anti-Discrimination and Harassment Policy and Complaint Procedure.

_____
Name (Print)

_____
Signature

_____
Date

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: WEBBER CANYON ROAD - CE 1620 CRP

WHEREAS, by resolution dated July 7, 2008, the County Engineer was authorized to schedule a bid call for Webber Canyon Road - CE 1620 CRP; and

WHEREAS, bids were received on August 25, 2008, as shown on the attached bid tabulation; and

WHEREAS, the lowest bid was received from Tapani Underground, Inc., Battle Ground, Washington; and

WHEREAS, the County Engineer hereby recommends that the contract be awarded to Tapani Underground, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for Webber Canyon Road - CE 1620 CRP be awarded to Tapani Underground, Inc., Battle Ground, Washington, in the amount of $4,924,971.50.

Dated this 2nd day of September, 2008.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

RBD:LJM:dlh

LOCATION: BENTON COUNTY
LET BY: BOARD OF COUNTY COMMISSIONERS
DATE: August 25, 2008; 10:30 a.m., Local Time

				TAPANI UNDERGROUND, INC. P O Box 1900 Battle Ground, WA 98604		ROTSCHY, INC. P O Box 290 Yacolt, WA 98675		[illegible]RSELLA BROS., INC. [illegible]ox 68697 Seattle, WA 98168-0697		APOLLO, INC. 1133 West Columbia Drive Kennewick, WA 99336		MAHAFFEY ENTERPRISES INC. 1213 South Clodfelter Road Kennewick, WA 99338	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.	Lump Sum	250,000.00	Lump Sum	455,000.00	Lump Sum	215,000.00	Lump Sum	522,047.00	Lump Sum	40,000.00
2	CLEARING AND GRUBBING	Lump Sum	L.S.	Lump Sum	32,000.00	Lump Sum	13,202.39	Lump Sum	20,000.00	Lump Sum	40,270.32	Lump Sum	24,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	Lump Sum	L.S.	Lump Sum	40,000.00	Lump Sum	57,704.36	Lump Sum	37,500.00	Lump Sum	17,331.35	Lump Sum	45,000.00
4	REMOVING WIRE FENCE	8,878	L.F.	1.00	8,878.00	0.55	4,882.90	1.00	8,878.00	1.11	9,854.58	4.39	38,974.42
5	ROADWAY EXCAVATION INCLUDING HAUL	199,148	C.Y.	3.50	697,018.00	1.97	392,321.56	2.70	537,699.60	2.96	589,478.08	3.25	647,231.00
6	EMBANKMENT COMPACTION	131,509	C.Y.	3.00	394,527.00	1.04	136,769.36	0.70	92,056.30	1.11	145,974.99	2.50	328,772.50
7	DITCH EXCAVATION INCLUDING HAUL	27	C.Y.	26.00	702.00	12.87	347.49	20.00	540.00	9.54	257.58	18.00	486.00
8	FILTER BLANKET	500	C.Y.	25.00	12,500.00	24.27	12,135.00	5.00	2,500.00	23.69	11,845.00	4.00	2,000.00
9	QUARRY SPALLS	500	C.Y.	25.00	12,500.00	34.38	17,190.00	20.00	10,000.00	25.00	12,500.00	23.00	11,500.00
10	UNDERDRAIN PIPE 6 INCH DIAMETER	2,783	L.F.	4.00	11,132.00	5.45	15,167.35	5.00	13,915.00	1.85	5,148.55	20.00	55,660.00
11	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 12 INCH DIAMETER	1,250	L.F.	23.00	28,750.00	22.71	28,387.50	25.00	31,250.00	12.02	15,025.00	19.00	23,750.00
12	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 18 INCH DIAMETER	944	L.F.	26.00	24,544.00	28.50	26,904.00	32.00	30,208.00	17.06	16,104.64	23.00	21,712.00
13	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 24 INCH DIAMETER	642	L.F.	37.00	23,754.00	37.83	24,286.86	37.75	24,235.50	22.75	14,605.50	34.00	21,828.00
14	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 36 INCH DIAMETER	586	L.F.	45.00	26,370.00	49.33	28,907.38	55.00	32,230.00	33.98	19,912.28	55.00	32,230.00
15	PLAIN STEEL CULVERT PIPE 0.138 INCH THICK 72 INCH DIAMETER	244	L.F.	180.00	43,920.00	172.44	42,075.36	187.20	45,676.80	204.60	49,922.40	170.00	41,480.00
16	COMMERCIAL CONCRETE FOR HEADWALL	18	C.Y.	500.00	9,000.00	1,027.34	18,492.12	1,500.00	27,000.00	1,233.15	22,196.70	1,320.00	23,760.00
17	CATCH BASIN TYPE 1L	4	EA	900.00	3,600.00	1,059.74	4,238.96	1,000.00	4,000.00	867.50	3,470.00	1,125.00	4,500.00
18	CATCH BASIN TYPE 1	7	EA	800.00	5,600.00	865.46	6,058.22	1,200.00	8,400.00	695.85	4,870.95	990.00	6,930.00
19	TESTING STORM SEWER PIPE	960	L.F.	2.00	1,920.00	1.03	988.80	2.00	1,920.00	0.10	96.00	1.50	1,440.00
20	SCHEDULE "A" STORM SEWER PIPE 12 INCH DIAMETER	762	L.F.	22.00	16,764.00	19.11	14,561.82	25.00	19,050.00	6.79	5,173.98	16.00	12,192.00
21	SCHEDULE "A" STORM SEWER PIPE 18 INCH DIAMETER	198	L.F.	34.00	6,732.00	29.38	5,817.24	36.75	7,276.50	17.02	3,369.96	25.00	4,950.00
22	STEEL REINFORCING BAR FOR RETAINING WALL	2,390	LB	1.75	4,182.50	0.02	47.80	1.30	3,107.00	1.31	3,130.90	1.75	4,182.50
23	CONCRETE CLASS 4000 FOR RETAINING WALL	32.5	C.Y.	400.00	13,000.00	1,155.64	37,556.30	875.00	28,437.50	637.59	20,721.68	1,100.00	35,750.00
24	STRUCTURAL EARTH WALL	58,687	S.F.	14.50	850,961.50	11.55	677,834.85	17.00	997,679.00	18.96	1,112,705.52	18.50	1,085,709.50
25	BACKFILL FOR STRUCTURAL EARTH WALL INCLUDING HAUL	23,271	C.Y.	2.75	63,995.25	12.39	288,327.69	16.00	372,336.00	15.91	370,241.61	9.50	221,074.50
26	CRUSHED SURFACING BASE COURSE FROM STOCKPILE C. MOORE	50,950	TON	4.00	203,800.00	6.17	314,361.50	4.50	229,275.00	4.49	228,765.50	4.75	242,012.50

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT 12.13	BID AMOUNT	UNIT 50	BID AMOUNT	NIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
												INC.	
27	CRUSHED SURFACING TOP COURSE FROM STOCKPILE C. MOORE	2,776	TON	8.50	23,596.00	9.65	26,788.40	7.00	19,432.00	6.34	17,599.84	4.75	13,186.00
28	HMA CLASS 1/2 INCH PG 70-28	13,384	TON	90.00	1,204,560.00	91.84	1,229,186.56	92.00	1,231,328.00	98.80	1,322,339.20	96.00	1,284,864.00
29	REMOVE AND REPLACE IRRIGATION CROSSING	1,640	L.F.	17.00	27,880.00	12.13	19,893.20	50.00	82,000.00	27.78	45,559.20	34.00	55,760.00
30	REMOVE AND REPLACE WATER LINE CROSSING	145	L.F.	17.00	2,465.00	15.01	2,176.45	30.00	4,350.00	37.08	5,376.60	34.00	4,930.00
31	ADJUST IRRIGATION SYSTEMS	Force Account	F.A.	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00
32	ESC LEAD	44	DAY	35.00	1,540.00	49.10	2,160.40	100.00	4,400.00	230.92	10,160.48	230.00	10,120.00
33	SEEDING, FERTILIZING, AND MULCHING	5.25	ACRE	3,000.00	15,750.00	3,899.25	20,471.06	1,500.00	7,875.00	1,918.42	10,071.71	1,905.00	10,001.25
34	PSIPE AUSTRALIAN WILLOW - 1 INCH CALIPER	40	EA	90.00	3,600.00	77.25	3,090.00	55.00	2,200.00	83.26	3,330.40	150.00	6,000.00
35	PSIPE ARBORVITAE - 5 FT. HEIGHT	50	EA	100.00	5,000.00	61.80	3,090.00	50.00	2,500.00	83.26	4,163.00	150.00	7,500.00
36	EXTRUDED CURB	72	L.F.	10.00	720.00	8.24	593.28	20.00	1,440.00	16.65	1,198.80	16.00	1,152.00
37	BEAM GUARDRAIL TYPE 1	7,131	L.F.	22.50	160,447.50	22.20	158,308.20	21.55	153,673.05	23.09	164,654.79	23.00	164,013.00
38	BEAM GUARDRAIL TRANSITION SECTION TYPE 1	4	EA	2,050.00	8,200.00	1,174.20	4,696.80	1,140.00	4,560.00	1,498.77	5,995.08	1,485.00	5,940.00
39	BEAM GUARDRAIL FLARED TERMINAL	26	EA	2,450.00	63,700.00	1,900.35	49,409.10	1,845.00	47,970.00	2,192.64	57,008.64	2,172.00	56,472.00
40	BEAM GUARDRAIL ANCHOR TYPE 1	3	EA	525.00	1,575.00	726.15	2,178.45	705.00	2,115.00	860.40	2,581.20	852.00	2,556.00
41	BEAM GUARDRAIL ANCHOR TYPE 5	4	EA	500.00	2,000.00	1,086.65	4,346.60	1,055.00	4,220.00	1,110.20	4,440.80	1,100.00	4,400.00
42	SINGLE SLOPE CONCRETE BARRIER	2,760	L.F.	74.00	205,720.00	76.35	212,253.00	73.15	203,357.00	99.55	276,749.00	102.00	283,560.00
43	PAINT LINE	47,900	L.F.	0.18	8,622.00	0.12	5,748.00	0.11	5,269.00	0.19	9,101.00	0.12	5,748.00
44	PERMANENT SIGNING	Lump Sum	L.S.	Lump Sum	4,500.00	Lump Sum	3,193.00	Lump Sum	3,100.00	Lump Sum	4,716.34	Lump Sum	3,500.00
45	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	16,000.00	Lump Sum	30,976.07	Lump Sum	250,000.00	Lump Sum	4,995.89	Lump Sum	253,000.00
46	CONSTRUCTION SIGNS CLASS A	372	S.F.	17.00	6,324.00	13.87	5,159.64	15.00	5,580.00	15.54	5,780.88	15.59	5,799.48
47	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL	27,906	C.Y.	3.00	83,718.00	3.59	100,182.54	5.40	150,692.40	4.48	125,018.88	5.00	139,530.00
48	SHORING OR EXTRA EXCAVATION CLASS B INCLUDING HAUL	59,091	S.F.	0.25	14,772.75	3.19	188,500.29	1.00	59,091.00	0.02	1,181.82	2.00	118,182.00
49	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	848	C.Y.	4.00	3,392.00	1.00	848.00	20.00	16,960.00	14.75	12,508.00	18.50	15,688.00
50	GRAVEL BACKFILL FOR DRAIN	413	C.Y.	4.00	1,652.00	18.02	7,442.26	25.00	10,325.00	19.36	7,995.68	18.50	7,640.50
51	STRUCTURE SURVEYING	Lump Sum	L.S.	Lump Sum	16,000.00	Lump Sum	8,240.00	Lump Sum	15,000.00	Lump Sum	18,900.00	Lump Sum	16,125.00
52	LICENSED SURVEYING	Lump Sum	L.S.	Lump Sum	10,000.00	Lump Sum	12,360.00	Lump Sum	10,000.00	Lump Sum	7,300.00	Lump Sum	27,500.00

PROJECT: CE 1620 CRP - WEBBER CANYON ROAD				TAPANI UNDERGROUND, INC.		ROTSCHY, INC.		SCARSELLA BROS., INC.		APOLLO, INC.		MAHAFFEY ENTERPRISES INC.	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT			UNIT PRICE	BID AMOUNT
53	CABLE FENCE	4,550	L.F.	41.00	186,550.00	41.20	187,460.00	31.50	143,325.00	44.34	201,747.00	49.00	222,950.00
54	WIRE FENCE TYPE 1	2,062	L.F.	5.50	11,341.00	5.67	11,691.54	8.50	17,527.00	6.10	12,578.20	10.35	21,341.70
55	WIRE FENCE TYPE 2	1,314	L.F.	5.00	6,570.00	4.90	6,438.60	9.50	12,483.00	5.27	6,924.78	6.98	9,171.72
56	DOUBLE WIRE GATE 20 FT. WIDE	2	EA	800.00	1,600.00	1,601.65	3,203.30	1,000.00	2,000.00	1,108.45	2,216.90	1,710.00	3,420.00
57	TRAINING	600	HOUR	3.00	1,800.00	5.00	3,000.00	4.00	2,400.00	1.00	600.00	20.00	12,000.00
58	TRIMMING AND CLEANUP	Lump Sum	L.S.	Lump Sum	1,500.00	Lump Sum	9,723.54	Lump Sum	5,000.00	Lump Sum	10,511.36	Lump Sum	30,000.00
59	MINOR CHANGE	Calc.	Calc.	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00
60	SPCC PLAN	Lump Sum	L.S.	Lump Sum	1,500.00	Lump Sum	1,000.00	Lump Sum	1,000.00	Lump Sum	99.91	Lump Sum	10,000.00
61	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	1,500	S.Y.	1.75	2,625.00	1.11	1,665.00	2.50	3,750.00	0.90	1,350.00	2.00	3,000.00
62	MAILBOX SUPPORT TYPE 1	13	EA	250.00	3,250.00	283.25	3,682.25	350.00	4,550.00	388.57	5,051.41	399.00	5,187.00
63	MAILBOX SUPPORT TYPE 2	1	EA	350.00	350.00	530.97	530.97	525.00	525.00	577.31	577.31	595.00	595.00
	TOTAL BID			$4,924,971.50		$4,983,256.31		$5,320,168.65		$5,645,407.17		$5,827,958.57	

LOCATION: BENTON COUNTY
LET BY: BOARD OF COUNTY COMMISSIONERS
DATE: August 25, 2006; 10:30 a.m., Local Time

				CONSTR ON, INC. 55 Mt. Adam... Hwy. Glenwood, WA 98619		1490 Fair Street Clarkston, WA 99403		955 West Lacey Richland, WA 99352		P x 158 Mt. ...o, WA 98275		dba TRANSTATE ASPHALT P O Box 50085 Watsonville, CA 95077-5085	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.	Lump Sum	300,000.00	Lump Sum	500,000.00	Lump Sum	450,000.00	Lump Sum	305,000.00	Lump Sum	586,135.20
2	CLEARING AND GRUBBING	Lump Sum	L.S.	Lump Sum	17,500.00	Lump Sum	45,000.00	Lump Sum	50,000.00	Lump Sum	20,000.00	Lump Sum	25,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	Lump Sum	L.S.	Lump Sum	30,000.00	Lump Sum	16,000.00	Lump Sum	50,000.00	Lump Sum	26,650.00	Lump Sum	20,000.00
4	REMOVING WIRE FENCE	8,878	L.F.	1.75	15,536.50	1.00	8,878.00	1.00	8,878.00	1.25	11,097.50	1.50	13,317.00
5	ROADWAY EXCAVATION INCLUDING HAUL	199,148	C.Y.	4.40	876,251.20	3.86	768,711.28	2.75	547,657.00	3.05	607,401.40	6.00	1,194,888.00
6	EMBANKMENT COMPACTION	131,509	C.Y.	0.50	65,754.50	0.53	69,699.77	0.90	118,358.10	0.60	78,905.40	0.50	65,754.50
7	DITCH EXCAVATION INCLUDING HAUL	27	C.Y.	31.50	850.50	17.00	459.00	7.75	209.25	50.00	1,350.00	72.00	1,944.00
8	FILTER BLANKET	500	C.Y.	22.00	11,000.00	33.25	16,625.00	22.90	11,450.00	21.00	10,500.00	35.00	17,500.00
9	QUARRY SPALLS	500	C.Y.	22.00	11,000.00	49.00	24,500.00	27.45	13,725.00	25.00	12,500.00	45.00	22,500.00
10	UNDERDRAIN PIPE 6 INCH DIAMETER	2,783	L.F.	8.25	22,959.75	4.50	12,523.50	4.10	11,410.30	9.50	26,438.50	4.00	11,132.00
11	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 12 INCH DIAMETER	1,250	L.F.	25.00	31,250.00	22.75	28,437.50	20.00	25,000.00	23.50	29,375.00	31.00	38,750.00
12	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 18 INCH DIAMETER	944	L.F.	39.00	36,816.00	30.50	28,792.00	36.00	33,984.00	26.75	25,252.00	34.00	32,096.00
13	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 24 INCH DIAMETER	642	L.F.	45.00	28,890.00	39.25	25,198.50	42.50	27,285.00	40.00	25,680.00	38.00	24,396.00
14	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 36 INCH DIAMETER	586	L.F.	70.00	41,020.00	53.50	31,351.00	54.00	31,644.00	58.50	34,281.00	48.00	28,128.00
15	PLAIN STEEL CULVERT PIPE 0.138 INCH THICK 72 INCH DIAMETER	244	L.F.	200.00	48,800.00	228.50	55,754.00	212.00	51,728.00	190.00	46,360.00	200.00	48,800.00
16	COMMERCIAL CONCRETE FOR HEADWALL	18	C.Y.	650.00	11,700.00	1,200.00	21,600.00	1,500.00	27,000.00	1,250.00	22,500.00	1,300.00	23,400.00
17	CATCH BASIN TYPE 1L	4	EA	2,200.00	8,800.00	1,285.00	5,140.00	1,050.00	4,200.00	1,100.00	4,400.00	1,100.00	4,400.00
18	CATCH BASIN TYPE 1	7	EA	2,000.00	14,000.00	1,120.00	7,840.00	892.00	6,244.00	1,050.00	7,350.00	800.00	5,600.00
19	TESTING STORM SEWER PIPE	960	L.F.	1.50	1,440.00	1.75	1,680.00	2.50	2,400.00	1.00	960.00	3.00	2,880.00
20	SCHEDULE "A" STORM SEWER PIPE 12 INCH DIAMETER	762	L.F.	33.00	25,146.00	18.75	14,287.50	15.00	11,430.00	26.00	19,812.00	24.00	18,288.00
21	SCHEDULE "A" STORM SEWER PIPE 18 INCH DIAMETER	198	L.F.	39.00	7,722.00	34.50	6,831.00	35.00	6,930.00	36.00	7,128.00	26.00	5,148.00
22	STEEL REINFORCING BAR FOR RETAINING WALL	2,390	LB	2.00	4,780.00	1.60	3,824.00	1.30	3,107.00	2.00	4,780.00	4.00	9,560.00
23	CONCRETE CLASS 4000 FOR RETAINING WALL	32.5	C.Y.	650.00	21,125.00	1,000.00	32,500.00	859.00	27,917.50	1,100.00	35,750.00	700.00	22,750.00
24	STRUCTURAL EARTH WALL	58,687	S.F.	14.25	836,289.75	18.00	1,056,366.00	16.00	938,992.00	17.75	1,041,694.25	12.00	704,244.00
25	BACKFILL FOR STRUCTURAL EARTH WALL INCLUDING HAUL	23,271	C.Y.	19.50	453,784.50	7.70	179,186.70	27.20	632,971.20	19.50	453,784.50	20.00	465,420.00
26	CRUSHED SURFACING BASE COURSE FROM STOCKPILE C. MOORE	50,950	TON	4.50	229,275.00	7.00	356,650.00	6.00	305,700.00	9.50	484,025.00	12.00	611,400.00

PROJECT: CE 1620 CRP - WEBBER CANYON ROAD				JAMES DEAN CONSTRUCTION, INC.		STEELMAN-DUFF, INC.		IRON ASPHALT COMPANY		KLB CONSTRUCTION, INC.		GRANITE NORTHWEST, IN dba TRANSTATE ASPHALT	
ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
27	CRUSHED SURFACING TOP COURSE FROM STOCKPILE C. MOORE	2,776	TON	27.00	74,952.00	10.45	29,009.20	16.00	44,416.00	10.50	29,148.00	17.00	47,192.00
28	HMA CLASS 1/2 INCH PG 70-28	13,384	TON	94.50	1,264,788.00	89.16	1,193,317.44	105.00	1,405,320.00	90.25	1,207,906.00	84.00	1,124,256.00
29	REMOVE AND REPLACE IRRIGATION CROSSING	1,640	L.F.	26.00	42,640.00	26.50	43,460.00	17.50	28,700.00	22.00	36,080.00	16.00	26,240.00
30	REMOVE AND REPLACE WATER LINE CROSSING	145	L.F.	20.00	2,900.00	18.50	2,682.50	18.80	2,726.00	32.00	4,640.00	15.00	2,175.00
31	ADJUST IRRIGATION SYSTEMS	Force Account	F.A.	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00
32	ESC LEAD	44	DAY	50.00	2,200.00	400.00	17,600.00	400.00	17,600.00	250.00	11,000.00	100.00	4,400.00
33	SEEDING, FERTILIZING, AND MULCHING	5.25	ACRE	2,000.00	10,500.00	1,750.00	9,187.50	1,645.00	8,636.25	1,650.00	8,662.50	2,200.00	11,550.00
34	PSIPE AUSTRALIAN WILLOW - 1 INCH CALIPER	40	EA	85.00	3,400.00	75.00	3,000.00	200.00	8,000.00	125.00	5,000.00	50.00	2,000.00
35	PSIPE ARBORVITAE - 5 FT. HEIGHT	50	EA	70.00	3,500.00	60.00	3,000.00	125.00	6,250.00	175.00	8,750.00	100.00	5,000.00
36	EXTRUDED CURB	72	L.F.	23.00	1,656.00	18.25	1,314.00	18.25	1,314.00	15.00	1,080.00	35.00	2,520.00
37	BEAM GUARDRAIL TYPE 1	7,131	L.F.	25.00	178,275.00	20.80	148,324.80	20.80	148,324.80	22.00	156,882.00	21.00	149,751.00
38	BEAM GUARDRAIL TRANSITION SECTION TYPE 1	4	EA	2,300.00	9,200.00	1,350.00	5,400.00	1,350.00	5,400.00	2,000.00	8,000.00	1,350.00	5,400.00
39	BEAM GUARDRAIL FLARED TERMINAL	26	EA	2,800.00	72,800.00	1,975.00	51,350.00	1,975.00	51,350.00	2,600.00	67,600.00	1,975.00	51,350.00
40	BEAM GUARDRAIL ANCHOR TYPE 1	3	EA	600.00	1,800.00	775.00	2,325.00	775.00	2,325.00	500.00	1,500.00	775.00	2,325.00
41	BEAM GUARDRAIL ANCHOR TYPE 5	4	EA	600.00	2,400.00	1,000.00	4,000.00	1,000.00	4,000.00	490.00	1,960.00	1,000.00	4,000.00
42	SINGLE SLOPE CONCRETE BARRIER	2,780	L.F.	85.00	236,300.00	86.75	241,165.00	86.75	241,165.00	75.00	208,500.00	93.00	258,540.00
43	PAINT LINE	47,900	L.F.	0.14	6,706.00	0.17	8,143.00	0.17	8,143.00	0.18	8,622.00	0.17	8,143.00
44	PERMANENT SIGNING	Lump Sum	L.S.	Lump Sum	3,600.00	Lump Sum	4,250.00	Lump Sum	4,250.00	Lump Sum	3,500.00	Lump Sum	4,250.00
45	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	215,000.00	Lump Sum	45,000.00	Lump Sum	110,000.00	Lump Sum	365,000.00	Lump Sum	56,000.00
46	CONSTRUCTION SIGNS CLASS A	372	S.F.	22.00	8,184.00	14.00	5,208.00	14.00	5,208.00	13.50	5,022.00	14.00	5,208.00
47	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL	27,906	C.Y.	3.50	97,671.00	8.30	231,619.80	2.75	76,741.50	4.40	122,786.40	5.00	139,530.00
48	SHORING OR EXTRA EXCAVATION CLASS B INCLUDING HAUL	59,091	S.F.	1.70	100,454.70	3.20	189,091.20	0.50	29,545.50	0.35	20,681.85	0.10	5,909.10
49	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	848	C.Y.	27.00	22,896.00	21.75	18,444.00	15.20	12,889.60	20.00	16,960.00	30.00	25,440.00
50	GRAVEL BACKFILL FOR DRAIN	413	C.Y.	37.00	15,281.00	37.50	15,487.50	26.30	10,861.90	20.00	8,260.00	30.00	12,390.00
51	STRUCTURE SURVEYING	Lump Sum	L.S.	Lump Sum	6,500.00	Lump Sum	15,000.00	Lump Sum	21,660.00	Lump Sum	6,000.00	Lump Sum	5,600.00
52	LICENSED SURVEYING	Lump Sum	L.S.	Lump Sum	29,000.00	Lump Sum	10,000.00	Lump Sum	18,650.00	Lump Sum	25,000.00	Lump Sum	26,000.00

PROJECT: CE 1620 CRP - WEBBER CANYON ROAD				JAMES DE CONSTRUCTION, INC.		STEELMAN-DUFF, INC.		INLAND ASPHALT COMPANY		KI NSTRUCTION, INC.		GRANITE NORTHWEST, INC. dba TRANSTATE ASPHALT	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT			UNIT PRICE	BID AMOUNT
53	CABLE FENCE	4,550	L.F.	48.00	218,400.00	40.00	182,000.00	40.00	182,000.00	38.00	172,900.00	44.00	200,200.00
54	WIRE FENCE TYPE 1	2,062	L.F.	6.50	13,403.00	5.50	11,341.00	5.50	11,341.00	6.00	12,372.00	9.20	18,970.40
55	WIRE FENCE TYPE 2	1,314	L.F.	5.50	7,227.00	4.75	6,241.50	4.75	6,241.50	5.25	6,898.50	6.20	8,146.80
56	DOUBLE WIRE GATE 20 FT. WIDE	2	EA	1,100.00	2,200.00	1,000.00	2,000.00	1,000.00	2,000.00	1,250.00	2,500.00	1,600.00	3,200.00
57	TRAINING	600	HOUR	2.00	1,200.00	1.50	900.00	5.00	3,000.00	2.00	1,200.00	1.00	600.00
58	TRIMMING AND CLEANUP	Lump Sum	L.S.	Lump Sum	1.00	Lump Sum	5,625.00	Lump Sum	9,500.00	Lump Sum	30,000.00	Lump Sum	10,000.00
59	MINOR CHANGE	Calc.	Calc.	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	1.00
60	SPCC PLAN	Lump Sum	L.S.	Lump Sum	500.00	Lump Sum	750.00	Lump Sum	500.00	Lump Sum	5,000.00	Lump Sum	500.00
61	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	1,500	S.Y.	3.00	4,500.00	2.25	3,375.00	2.00	3,000.00	3.50	5,250.00	2.50	3,750.00
62	MAILBOX SUPPORT TYPE 1	13	EA	180.00	2,340.00	285.00	3,705.00	285.00	3,705.00	500.00	6,500.00	300.00	3,900.00
63	MAILBOX SUPPORT TYPE 2	1	EA	350.00	350.00	400.00	400.00	400.00	400.00	650.00	650.00	400.00	400.00
TOTAL BID				$5,844,416.40		$5,861,552.19		$5,923,385.40		$5,954,786.80		$6,268,268.00	

LOCATION: BENTON COUNTY
LET BY: BOARD OF COUNTY COMMISSIONERS
DATE: August 25, 2008; 10:30 a.m., Local Time

				P O Box 425 Spokane, WA 99210-0425		INC. P O Box 20476 Portland, OR 97294		P O Box 1060 Woodburn, OR 97071		ENGINEER'S ESTIMATE	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	Lump Sum	L.S.	Lump Sum	290,000.00	Lump Sum	469,954.90	Lump Sum	354,000.00	Lump Sum	375,000.00
2	CLEARING AND GRUBBING	Lump Sum	L.S.	Lump Sum	12,500.00	Lump Sum	50,740.00	Lump Sum	50,000.00	Lump Sum	50,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	Lump Sum	L.S.	Lump Sum	37,000.00	Lump Sum	92,173.00	Lump Sum	40,000.00	Lump Sum	30,000.00
4	REMOVING WIRE FENCE	8,878	L.F.	4.00	35,512.00	1.05	9,321.90	0.80	7,102.40	0.50	4,439.00
5	ROADWAY EXCAVATION INCLUDING HAUL	199,148	C.Y.	3.90	776,677.20	6.77	1,348,231.96	2.60	517,784.80	3.85	766,719.80
6	EMBANKMENT COMPACTION	131,509	C.Y.	0.90	118,358.10	1.20	157,810.80	1.85	243,291.65	1.25	164,386.25
7	DITCH EXCAVATION INCLUDING HAUL	27	C.Y.	22.00	594.00	28.00	756.00	17.50	472.50	8.00	216.00
8	FILTER BLANKET	500	C.Y.	19.00	9,500.00	34.20	17,100.00	19.50	9,750.00	20.00	10,000.00
9	QUARRY SPALLS	500	C.Y.	19.00	9,500.00	52.70	26,350.00	19.50	9,750.00	20.00	10,000.00
10	UNDERDRAIN PIPE 6 INCH DIAMETER	2,783	L.F.	13.00	36,179.00	9.00	25,047.00	10.00	27,830.00	6.00	16,698.00
11	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 12 INCH DIAMETER	1,250	L.F.	32.00	40,000.00	48.00	60,000.00	38.75	48,437.50	20.00	25,000.00
12	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 18 INCH DIAMETER	944	L.F.	37.00	34,928.00	54.00	50,976.00	41.10	38,798.40	28.00	26,432.00
13	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 24 INCH DIAMETER	642	L.F.	40.00	25,680.00	74.00	47,508.00	55.75	35,791.50	38.00	24,396.00
14	PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 36 INCH DIAMETER	586	L.F.	64.00	37,504.00	76.00	44,536.00	66.50	38,969.00	54.00	31,644.00
15	PLAIN STEEL CULVERT PIPE 0.138 INCH THICK 72 INCH DIAMETER	244	L.F.	285.00	69,540.00	390.00	95,160.00	165.00	40,260.00	110.00	26,840.00
16	COMMERCIAL CONCRETE FOR HEADWALL	18	C.Y.	1,600.00	28,800.00	1,260.00	22,680.00	1,630.00	29,340.00	1,000.00	18,000.00
17	CATCH BASIN TYPE 1L	4	EA	800.00	3,200.00	1,870.00	7,480.00	850.00	3,400.00	1,200.00	4,800.00
18	CATCH BASIN TYPE 1	7	EA	650.00	4,550.00	1,760.00	12,320.00	1,000.00	7,000.00	1,200.00	8,400.00
19	TESTING STORM SEWER PIPE	960	L.F.	3.00	2,880.00	2.00	1,920.00	0.50	480.00	2.00	1,920.00
20	SCHEDULE "A" STORM SEWER PIPE 12 INCH DIAMETER	762	L.F.	28.00	21,336.00	44.00	33,528.00	24.00	18,288.00	15.00	11,430.00
21	SCHEDULE "A" STORM SEWER PIPE 18 INCH DIAMETER	198	L.F.	37.00	7,326.00	57.00	11,286.00	28.00	5,544.00	20.00	3,960.00
22	STEEL REINFORCING BAR FOR RETAINING WALL	2,390	LB	1.40	3,346.00	1.70	4,063.00	1,500.00	3,585,000.00	2.00	4,780.00
23	CONCRETE CLASS 4000 FOR RETAINING WALL	32.5	C.Y.	920.00	29,900.00	1,050.00	34,125.00	950.00	30,875.00	550.00	17,875.00
24	STRUCTURAL EARTH WALL	58,687	S.F.	21.00	1,232,427.00	13.66	801,664.42	21.00	1,232,427.00	17.00	997,679.00
25	BACKFILL FOR STRUCTURAL EARTH WALL INCLUDING HAUL	23,271	C.Y.	17.50	407,242.50	23.86	555,246.06	22.70	528,251.70	15.00	349,065.00
26	CRUSHED SURFACING BASE COURSE FROM STOCKPILE C. MOORE	50,950	TON	9.00	458,550.00	6.76	344,422.00	5.40	275,130.00	6.50	331,175.00

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	[illegible] INC.		KERR CONTRACTORS, INC.		ENGINEER'S ESTIMATE	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
27	CRUSHED SURFACING TOP COURSE FROM STOCKPILE C. MOORE	2,776	TON	19.00	52,744.00	7.16	19,876.16	17.50	48,580.00	6.50	18,044.00
28	HMA CLASS 1/2 INCH PG 70-28	13,384	TON	95.00	1,271,480.00	97.94	1,310,828.96	89.16	1,193,317.44	65.00	869,960.00
29	REMOVE AND REPLACE IRRIGATION CROSSING	1,640	L.F.	45.00	73,800.00	25.00	41,000.00	37.00	60,680.00	30.00	49,200.00
30	REMOVE AND REPLACE WATER LINE CROSSING	145	L.F.	90.00	13,050.00	125.00	18,125.00	50.00	7,250.00	25.00	3,625.00
31	ADJUST IRRIGATION SYSTEMS	Force Account	F.A.	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00	Estimate	30,000.00
32	ESC LEAD	44	DAY	220.00	9,680.00	200.00	8,800.00	250.00	11,000.00	75.00	3,300.00
33	SEEDING, FERTILIZING, AND MULCHING	5.25	ACRE	3,500.00	18,375.00	1,840.00	9,660.00	1,750.00	9,187.50	1,500.00	7,875.00
34	PSIPE AUSTRALIAN WILLOW - 1 INCH CALIPER	40	ea	80.00	3,200.00	80.00	3,200.00	75.00	3,000.00	75.00	3,000.00
35	PSIPE ARBORVITAE - 5 FT. HEIGHT	50	EA	65.00	3,250.00	63.00	3,150.00	60.00	3,000.00	75.00	3,750.00
36	EXTRUDED CURB	72	L.F.	16.00	1,152.00	8.00	576.00	25.00	1,800.00	15.00	1,080.00
37	BEAM GUARDRAIL TYPE 1	7,131	L.F.	22.00	156,882.00	21.85	155,812.35	20.00	142,620.00	20.00	142,620.00
38	BEAM GUARDRAIL TRANSITION SECTION TYPE 1	4	EA	1,500.00	6,000.00	1,420.00	5,680.00	1,350.00	5,400.00	2,000.00	8,000.00
39	BEAM GUARDRAIL FLARED TERMINAL	26	EA	2,100.00	54,600.00	2,075.00	53,950.00	1,975.00	51,350.00	2,000.00	52,000.00
40	BEAM GUARDRAIL ANCHOR TYPE 1	3	EA	830.00	2,490.00	815.00	2,445.00	775.00	2,325.00	900.00	2,700.00
41	BEAM GUARDRAIL ANCHOR TYPE 5	4	EA	1,100.00	4,400.00	1,050.00	4,200.00	1,000.00	4,000.00	1,300.00	5,200.00
42	SINGLE SLOPE CONCRETE BARRIER	2,780	L.F.	110.00	305,800.00	93.20	259,096.00	74.00	205,720.00	100.00	278,000.00
43	PAINT LINE	47,900	L.F.	0.12	5,748.00	0.13	6,227.00	0.14	6,706.00	0.17	8,143.00
44	PERMANENT SIGNING	Lump Sum	L.S.	Lump Sum	3,300.00	Lump Sum	3,300.00	Lump Sum	6,200.00	Lump Sum	15,000.00
45	PROJECT TEMPORARY TRAFFIC CONTROL	Lump Sum	L.S.	Lump Sum	290,000.00	Lump Sum	232,700.00	Lump Sum	30,000.00	Lump Sum	200,000.00
46	CONSTRUCTION SIGNS CLASS A	372	S.F.	15.00	5,580.00	26.00	9,672.00	20.30	7,551.60	25.00	9,300.00
47	STRUCTURE EXCAVATION CLASS B INCLUDING HAUL	27,906	C.Y.	10.00	279,060.00	7.90	220,457.40	4.90	136,739.40	7.50	209,295.00
48	SHORING OR EXTRA EXCAVATION CLASS B INCLUDING HAUL	59,091	S.F.	0.01	590.91	0.92	54,363.72	1.00	59,091.00	0.30	17,727.30
49	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	848	C.Y.	15.00	12,720.00	22.20	18,825.60	15.00	12,720.00	12.00	10,176.00
50	GRAVEL BACKFILL FOR DRAIN	413	C.Y.	21.00	8,673.00	41.09	16,970.17	15.85	6,546.05	5.00	2,065.00
51	STRUCTURE SURVEYING	Lump Sum	L.S.	Lump Sum	53,000.00	Lump Sum	6,000.00	Lump Sum	15,000.00	Lump Sum	20,000.00
52	LICENSED SURVEYING	Lump Sum	L.S.	Lump Sum	18,000.00	Lump Sum	25,000.00	Lump Sum	1,500.00	Lump Sum	30,000.00

PROJECT: CE 1620 CRP - WEBBER CANYON ROAD				N. A. DEGERSTROM, INC.		TRI-STATE CONSTRUCTION, INC.		KERR CONTRACTOR, INC.		ENGINEER'S ESTIMATE	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
53	CABLE FENCE	4,550	L.F.	35.00	159,250.00	42.00	191,100.00	43.55	198,152.50	10.00	45,500.00
54	WIRE FENCE TYPE 1	2,062	L.F.	9.00	18,558.00	5.80	11,959.60	9.20	18,970.40	5.50	11,341.00
55	WIRE FENCE TYPE 2	1,314	L.F.	10.00	13,140.00	5.00	6,570.00	6.20	8,146.80	5.00	6,570.00
56	DOUBLE WIRE GATE 20 FT. WIDE	2	EA	500.00	1,000.00	1,050.00	2,100.00	1,555.00	3,110.00	1,000.00	2,000.00
57	TRAINING	600	HOUR	2.00	1,200.00	3.60	2,160.00	10.00	6,000.00	25.00	15,000.00
58	TRIMMING AND CLEANUP	Lump Sum	L.S.	Lump Sum	3,000.00	Lump Sum	12,900.00	Lump Sum	6,500.00	Lump Sum	10,000.00
59	MINOR CHANGE	Calc.	Calc.	Calculated	1.00	Calculated	1.00	Calculated	1.00	Calculated	5,000.00
60	SPCC PLAN	Lump Sum	L.S.	Lump Sum	1,000.00	Lump Sum	990.00	Lump Sum	800.00	Lump Sum	500.00
61	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	1,500	S.Y.	5.00	7,500.00	3.80	5,700.00	2.00	3,000.00	1.60	2,400.00
62	MAILBOX SUPPORT TYPE 1	13	EA	370.00	4,810.00	190.00	2,470.00	350.00	4,550.00	300.00	3,900.00
63	MAILBOX SUPPORT TYPE 2	1	EA	550.00	550.00	400.00	400.00	525.00	525.00	750.00	750.00
	TOTAL BID			$6,626,613.71		$7,080,666.00		$9,489,013.14		$5,413,876.35	

AGENDA ITEM ==========	TYPE OF ACTION NEEDED ==========	
Meeting Date: September 2, 2008 Subject: Fowler Contract Completion Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract Pass Resolution xxx Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND INFORMATION

Benton County entered into a contract on April 14, 2008 with Fowler General Construction, for construction of two new offices in the Benton County Jail, per resolution 08-460. The Facilities Manager determined the project reached completion as of week ending August 29, 2008. The Notice of Completion ad will be ran in the Tri-City Herald on September 2, 2008.

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE CONSTRUCTION AGREEMENT FOR THE TWO (2) NEW OFFICES LOCATED IN THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, Benton County entered into a contract on April 14, 2008 with Fowler General Construction Inc for the construction of two (2) new offices located in the Benton County Jail Facility, Kennewick, WA, per resolution 08-460; and

WHEREAS, the Facilities Manager determined the project reached completion as of week ending August 29, 2008; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the construction of the two (2) new offices located in the Benton County Jail Facility project complete.

Dated this _____ day of _____, 2008.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: File – Sheriff's Office
cc: Auditor, R. Ozuna, Fowler

K. Mercer

BENTON COUNTY
SALARY REQUEST STATEMENT

W

REASON FOR REQUEST See attached

POSITION Corrections Officer

Cynthia Knudson

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 9/01/08

OFFICE/DEPARTMENT Sheriff Custody

SALARY FROM $3,357 TO $3,668

8-27-08

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: Already budgeted

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

BENTON COUNTY
SALARY REQUEST STATEMENT

REASON FOR REQUEST See attached

POSITION Corrections Officer

Yvonne Mercer

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 9/01/08

OFFICE/DEPARTMENT Sheriff Custody

SALARY FROM $3,357 TO $3,668

8-27-08

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: All ready budgeted.

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN REET TECHNOLOGY FUND NUMBER 0129-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

CC: Treasurer's Office; Rosie Sparks, Auditor's Office

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: None Dept Nbr: 000

Fund Name: REET TECHNOLOGY Fund Nbr: 0129-101

TRANSFER FROM:				TRANSFER TO:			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.200	3101	Office Supplies	$15,000	514.200	9401	Computer Purchases	$10,000
514.200	4103	Professional Services	$15,000	514.200	9402	Computer Software	$20,000
TOTAL			$30,000	TOTAL			$30,000

Explanation:

The Treasurer requests from the Board the ability to purchase the licenses, computer equipment, software, and implementation costs associated with web presentation of Benton County Property Taxes. This service will provide free access of taxpayer records for use by the taxpayers, banks, mortgage companies, and title/ escrow companies. Proposal is from Asix Inc. the vendor of the county's tax collection software system. This web service will provide greater public access to tax information and a more reliable system in both data integrity and service time.

Prepared by: Duane A. Davidson Date: 02-Sep-2008

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

MANATRON

Exhibit "A"

June 24, 2008

Duane Davidson - Treasurer
Benton County
PO Box 630
Prosser, Washington 99350

RE: Proposal for AscendWeb Implementation

Dear Duane:

Thank you for the opportunity to propose the implementation of AscendWeb products at Benton County. The goal of this document is to outline the costs that will be incurred to the County for the installation of our product set, and to also identify elements that will need to be taken into consideration as we move forward on this important project. As previously stated, in order to present the most financially appealing approach, our goal is to install virtually the same tools that are in use currently by Yakima County with the exception of employing a facility for making tax payments via the Web. Should you wish to move in that direction at some future point, there is nothing in our current approach that would prevent you from doing so (additional product licensing and services would be required in that event).

Implementing AscendWeb involves licensing software, services for installation, and ongoing product support as follows:

Software Licenses

AscendWeb	$15,000
Ascend Statement Server	$10,000
Implementation Services	$5,000
Total Software & Services	**$30,000**

Annual Software Support $5,000 (1st Year's support will be billed when licenses are purchased, prorated to County's annual cycle. Support fees subject to annual increases.)

The above pricing includes the following assumptions:

- All implementation services will be performed remotely from our Bellevue offices.
- Any customization requested by Benton County will be an additional cost.

- Benton County's website will mimic Yakima's site up to and including the "shopping cart" which will allow a taxpayer to determine amounts due on multiple properties. Site will not include the opportunity for payment of outstanding taxes.
- Yakima's site includes configurable grids for presenting "user defined" property information. Should the County wish to configure these grids, it is available at a reasonable additional cost.
- Benton County IT will be responsible for providing appropriate hardware for the project, as well as ensuring our implementation staff has necessary access for installing software.
- Benton County will be responsible for any additional database licensing required for providing Web access to your database.

County IT considerations

Benton County will need to have 2 servers available for this project, both relatively lightweight and inexpensive (2-Processor minimum). One will be the Web server, and the other dedicated for the installation of Ascend Statement Server. At the County's convenience, we suggest that appropriate IT staff engage in a conference call with our staff to discuss issues such as hardware requirements, network access and security issues. Our staff does have all necessary documentation to communicate requirements to County IT.

An additional consideration involves database licensing. Benton County will need to purchase additional Informix RDBMS licenses to support additional "users" as a result of providing web access to your taxpayers. Other counties have purchased 2-processors licenses of Informix Workgroup Server edition which are available for a cost in the 12K to 15K range, plus annual maintenance fees. While Manatron is not a reseller of the IBM Informix products, we can certainly assist the County in locating contacts for acquiring product quotes.

Lastly, if Benton County has already licensed Microsoft SQL Server database, another avenue that the County can consider is migrating the Ascend database from Informix to SQL Server. ASIX/Manatron has moved some customers already with great success, and we believe that in the long term it will be in the best interests of Benton County. In that the primary goal of this proposal is the Web project I will not go into detail on that topic at this time, but am prepared to provide costing and additional information upon your request.

Again, thank you very much for this opportunity; and hope to move forward at your earliest opportunity. Please contact me at 800.335.2525 extension 7257, or via email at john.walters@manatron.com.

Sincerely,

John Walters
VP Sales, Western Region
Manatron, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE CURRENT EXPENSE BUDGET DEPARTMENT 115 NON DEPARTMENTAL.

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

Dated this _____ day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

cc: Auditor, Line Item File, Commissioners, Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Fund Name: Current Expense 0000101

TRANSFER FROM: Dept 115 Non-Departmental

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Contingency	$20,000
TOTAL			$20,000

Dept Name: Non-Departmental

Fund Name: Current Expense 0000101

TRANSFER TO

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	2120	Excess Compensation Dept Retiremer	$20,000
TOTAL			$20,000

Explanation:

Transfer funds from Fenced Contingency to Excess Compensation Dept Retirement due to higher than budgeted expenditures in this line item

Prepared by: Linda Ivey

Date: 28-Aug-2008

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

Benton Conservation District

Key Accomplishments,
Partnerships
and
New Opportunities

BCD Helps Orchardists into the Future

Financial assistance to growers for early compliance with new EPA standards for 2012

Non-organophosphates **effective** and **less toxic**

14 Growers, 350 Acres

Partners include EPA, WA Dept. of Ecology, WA Conservation Commission, WSU Extension

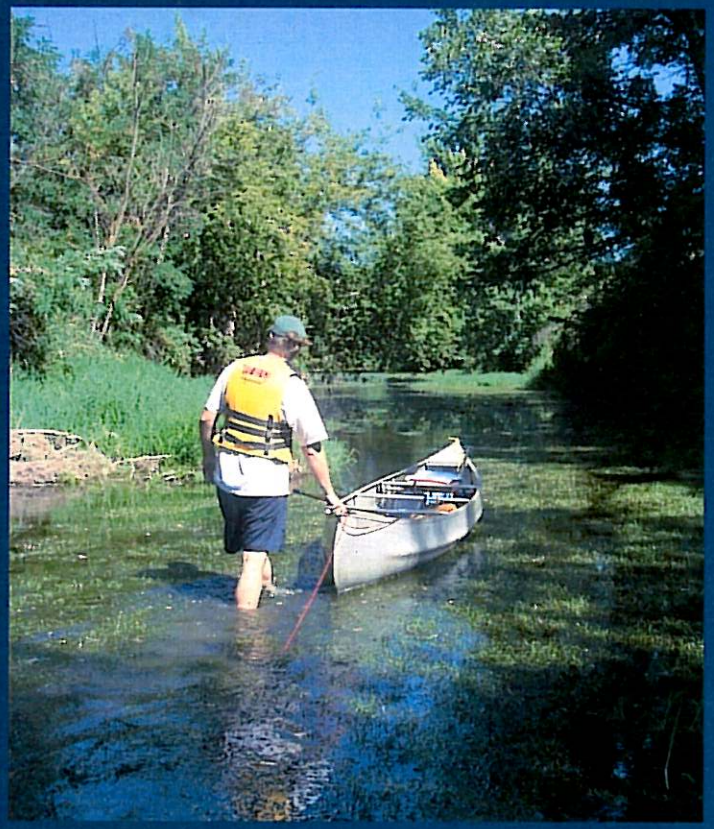
Yakima River Enhancement

Grant from Salmon Recovery Funding Board

Collecting data to help prioritize projects

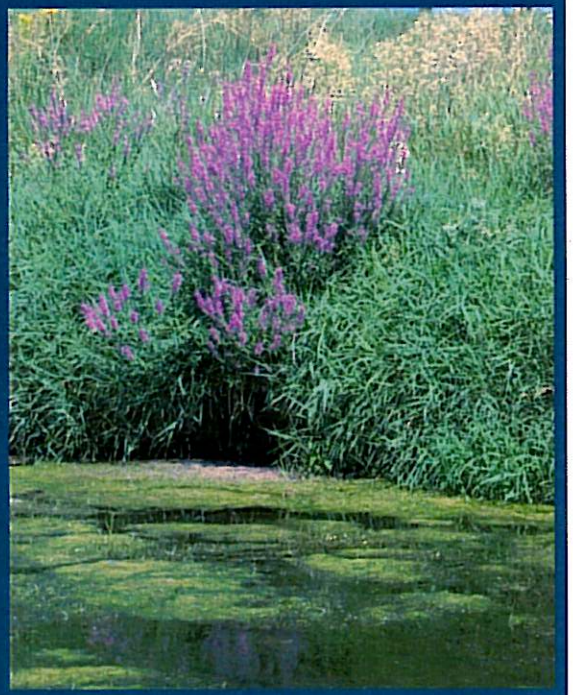
- cool water refuge for salmon?
- possible riparian planting areas?
- need for fish screens?

Partners include WDFW and Yakima Basin Fish and Wildlife Recovery Board



Yakima River Enhancement

Inventory will help identify concerns and potential for future grant projects



Water stargrass

Cutting and hand-pulling methods equally effective at removal

Mainstem experimental areas remain clear **one year later**

When WSG removed, it is sometimes replaced by curly leaf pondweed, a non-native invader

Inventory found wsg in Columbia also

Continuing Success

Mitchell Project, W. Richland - installed 2004

protecting the bank and home site from erosion

fish-friendly J-barb design

Irrigation Conversions

BCD assisted producers with technical support and cost-share to convert to more efficient irrigation, providing $57,588 in cost-share for 3 producers on 94 acres.

Columbia River Water Management Program

Technical Advisory Group
-Application Ranking

Barker Ranch Canal
Piping - $5,600,000

Klickitat / Horse Heavens
Feasibility Study -
$170,000

Firewise

BCD received $15,000 grant for Firewise

Firewise teaches landowners and managers how to protect property BEFORE the fire starts

This property saved from wildfire through careful management of "defendable space"

Salmon in the Classroom

- 2,000 students
- 50 partner entities
- Inkind & cash contribution value of $110,000
- Partnering with Franklin Conservation District and WA Wheat Commission to expand program throughout eastern WA next year

Seeking Additional Funding to Leverage Assessment

- Urban Irrigation and Nutrient Management Program
- Expansion and Incentives for Firewise
- No-Till Drill Program
- Additional Lower Yakima River Improvements

Thank you

Benton County Commissioners

For your leadership in natural resource efforts

9:05

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, DEPT. 121, BUDGET IN THE AMOUNT OF $80,166

WHEREAS, the Sheriff's Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 121, in the amount of $80,166; and said supplement is for award reimbursement of the WASPC Registered Sex Offender Address and Residency Verification Program to be used to fund a full time deputy to complete registered sex offender address/residency verifications;

WHEREAS, a public hearing was held on Tuesday, September 2, 2008, at 9:05 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Dept. 121, in the amount of $80,166 be approved per the attached request.

Dated this ..... day of ....., 2008.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Auditor; BCSO; Ivey; Supplement file

Flores

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF $6,000

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of $6,000; and said supplement corresponds with a request by the Sheriff's Office for a new position and would cover a laptop, desktop and printer;

WHEREAS, a public hearing was held on Tuesday, September 2, 2008, at 9:05 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of $6,000 be approved per the attached request.

Dated this ..... day of ....., 2008

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Auditor; Central Services; Ivey; Supplement file

flores

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	**Current Expense**	Fund Number:	**0000.101**
Dept Name:	**Sheriff Patrol**	Dept Number:	**121**

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
521.931.1562	Detective	20,408	20,408
521.931.1925	Overtime	1,104	1,104
521.931.2102	Social Security	1,634	1,634
521.931.2103	Medical Insurance	3,203	3,203
521.931.2104	Retirement	1,118	1,118
521.931.2105	Uniforms & Accessories	500	500
521.931.2106	Uniform Laundry	150	150
521.931.3103	Oil& Lubricants	1,425	1,425
521.931.3106	Operating Supplies	500	500
521.931.4802	Repair/Maintenance Vehicle	500	500
521.931.4813	Repair/Maintenance Radios	120	120
521.931.5119	EDC-800 MHZ User Fees	380	380
521.931.5126	Local Law Enforcement Overtime Reimbursement	1,000	1,000
521.931.9305	Computer Hardware & Software	6,000	6,000
594.931.6410	Capital Outlay - Vehicles	36,012	36,012
594.210.6410	Capital Outlay - Vehicles	6,112	599,074
	Total Supplement	$80,166	

Revenue

Fund Number	Item Name	Amount
334.01.1001	WASPC Sex Offender Verification Program	74,054
331.16.7103	JAG City of Kenneick	6,112
	Total Revenue	$80,166

Basis for Supplement:

1) The Benton County Sheriff's Office was awarded $131,252.63 as part of the WASPC Registered Sex Offender Address and Residency Verification Program. This grant award is effective from July 1, 2008 thru June 30, 2009 and will renew for additional periods after Request For Qualifications are completed. The Sheriff met with the Richland and Kennewick Police Chiefs and agreed that the funds allocated should stay with Benton County to fund a full time deputy to complete registered sex offender address/residency verifications for the County and local law enforcement agencies as well as $7,000 to the Prosecuting Attorneys Office to assist in their efforts which will be included in the 2009 budget. Local law enforcement agencies may request reimbursement for overtime to perform address and residency verifications when needed. 2) In July of 2008 the Board approved an agreement between The City of Kennewick and Benton County to participate in the 2008 Byrne Justice Assistance Grant. The Benton County Sheriff's Office request a supplement in the amount of $6,112 to utilize the awarded amount towards (16) Laptop Computer Docking Stations to completely outfit their current patrol fleet.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Commissioners' Date Stamp

TRANSMITTAL

REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name:	**Central Services**	Fund Number:	**0502.101**
Dept Name:		Dept Number:	**000**

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
518.400.3507	New Computer Hardware	6,000	115,740
	Total Supplement	$6,000	

Revenue

Fund Number	Item Name	Amount
348.80.0121	Sheriff Patrol	6,000
	Total Revenue	$6,000

Basis for Supplement:
This corresponds with a request being submitted by the Sheriff's department for an additional detective. It covers an Itronix semi-rugged laptop; desktop & printer.

Review Comments

Commissioners: _____

_____

_____

Auditor's Office: _____

_____

_____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

9:15 am

2008 Project Status Report
Benton Conservation District

Handouts will be provided during presentation

9:30

Executive Session

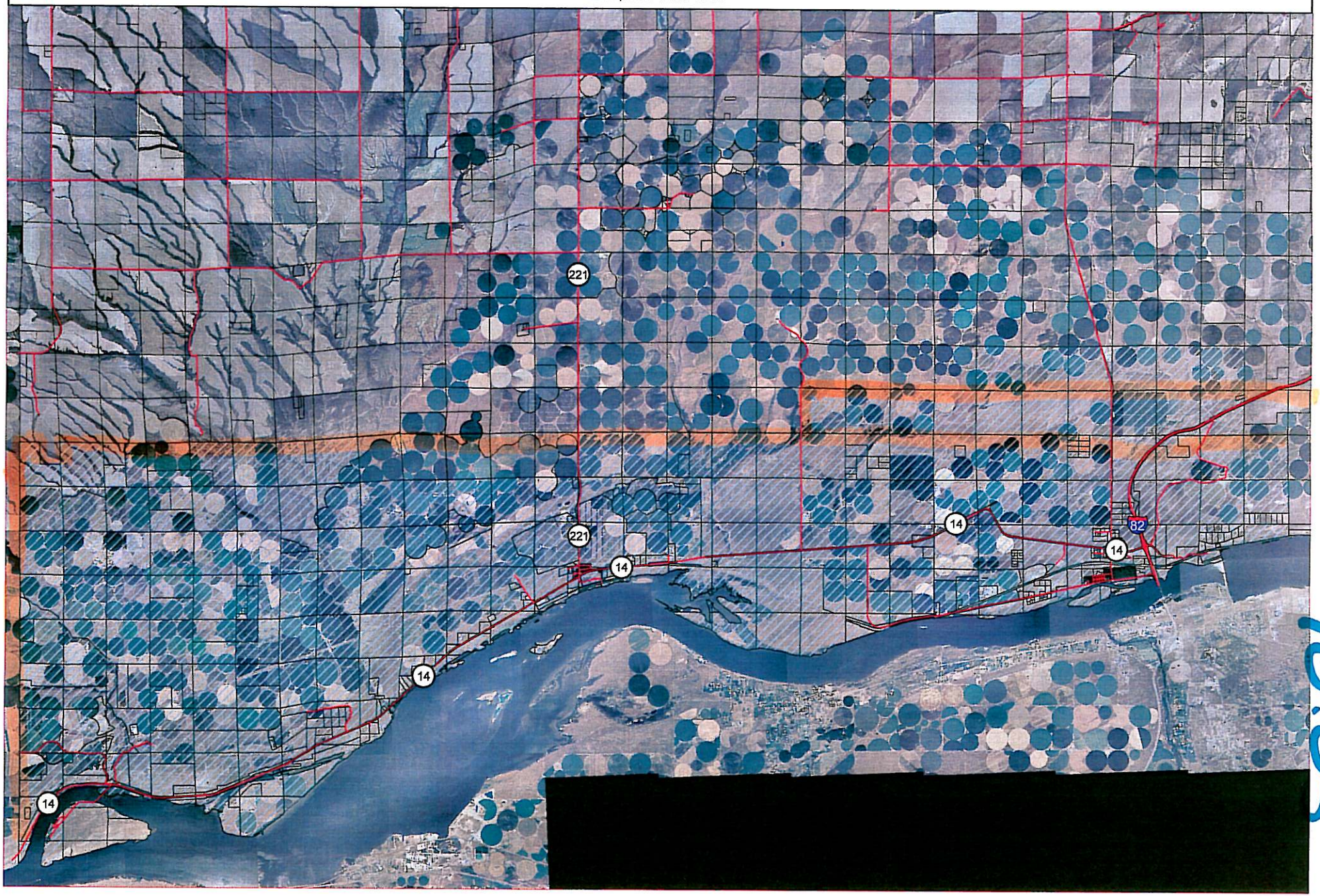
Potential Litigation

S. Perry

Benton County
graphic Information
ystems Department

Proposed M ito District

Map Created: August 26, 2008
Orthophotos flown: 2006



Proposed Mosquito Parcels 2008

Parcel_ID	*Owner*	*Total_Assessed_Value*
101440000000000	GOVERNMENT	1168940
101540000000000	100 CIRCLES FARM L L C	575830
101551000001003	STIMSON LANE LTD	533710
101551000002001	STIMSON LANE LTD	424960
101552000001000	GLADE CREEK LLC	130
101571000001000	K2H FARMS INC	660
101571000002001	AGRESERVES INC	28880
102441020000000	GOVERNMENT	3000
102441030000000	GOVERNMENT	16130
102540000000000	100 CIRCLES FARM L L C	695390
102551000001002	STIMSON LANE LTD	420
102551000001003	GLADE CREEK LLC	53340
102551000002002	STIMSON LANE LTD	186560
102561000001000	K2H FARMS INC	1790
102563000002000	KOSMOS YVONNE	1350
102563000003000	STATE OF WASHINGTON	590
102571000003000	FARMLAND RESERVE INC	383280
102574000001000	STATE OF WASHINGTON	42000
102574000002000	CLARK LISA	1970
102574000003000	HURST SAMUEL R	1520
102574000004000	STATE OF WASHINGTON	33240
102574000005000	RAYA ELIZABETH	1100
102574000006000	CHAVALLO MANUEL & HILDA P	830
102574000007000	STATE OF WASHINGTON	35360
102574000008000	STATE OF WASHINGTON	42000
102574000009000	WILCOX LYLE	2500
102574000010000	MAFFIT DAVID THATCHER	2500
102574000011000	COX BRIAN R & SHIN N	11250

Parcel_ID	*Owner*	*Total_Assessed_Value*
102574000012000	WASHINGTON STATE OF	3090
102580000000000	GOVERNMENT	24390
103441000001000	S P & S	31880
103441000002000	GOVERNMENT	2000
103540000000000	100 CIRCLES FARM L L C	573220
103551000001001	GLADE CREEK LLC	389790
103554000001000	STIMSON LANE LTD	26210
103561000001000	K2H FARMS INC	360
103561000002002	WATTS BROS FROZEN FOODS LLC	153650
103561000002003	WATTS BROS FROZEN FOODS LLC	12575370
103562000000000	WATTS BROTHERS FARMS	2560
103563000000000	GOVERNMENT	2980
103571000000000	K2H FARMS INC	625350
103572000000000	BENTON COUNTY PUD	4200
103581000001000	FSTN LLC	1540
103581000002000	FSTN LLC	1540
103581000003000	FSTN LLC	1560
103581000004000	FSTN LLC	1540
103581000005000	FSTN LLC	1540
103581000006000	FSTN LLC	1650
103581000007000	FSTN LLC	1710
103582000001000	FSTN LLC	1540
103582000002000	FSTN LLC	1540
103582000003000	FSTN LLC	1540
103582000004000	FSTN LLC	1600
103582000005000	FSTN LLC	1540
103582000006000	FSTN LLC	1550
103582000007000	FSTN LLC	1580
103582020006000	FSTN LLC	2210
103582020007000	FSTN LLC	2220

Parcel_ID	*Owner*	*Total_Assessed_Value*
103583020000000	GOVERNMENT	298000
103584000000000	GOVERNMENT	13500
104440000000000	GOVERNMENT	20380
104540000000000	100 CIRCLES FARM L L C	632800
104550000000000	SANDPIPER FARMS INC	836800
104561000001000	WATTS BROTHERS FARMS	293950
104562000002001	STATE OF WASHINGTON	243680
104563000001002	ENGBRETSON CRAIG & TERESA	248820
104563000002002	CUSTOM AGRICULTURAL SERV INC	19620
104563000003001	CUSTOM AGRICULTURAL SERV INC	72010
104563000004000	CUSTOM AGRICULTURAL SERV INC	11120
104563000005000	HINDS GARY W	1130
104564000000000	GOVERNMENT	37310
104564000001000	CUSTOM AGRICULTURAL SERV INC	120
104571000001000	K2H FARMS INC	550040
104571000002000	K2H FARMS INC	210
104574000000000	ANGLEA JAMES M & SHARON	18000
104581000000000	GOVERNMENT	21000
104582000000000	K2H FARMS INC	320
104583000001000	K2H FARMS INC	10
104583000003000	BNSF RAILWAY COMPANY	2500
104583000004000	BNSF RAILWAY COMPANY	410
104584000000000	GOVERNMENT	12780
105540000000000	100 CIRCLES FARM L L C	715590
105550000000000	SANDPIPER FARMS INC	695720
105561000001001	STATE OF WASHINGTON	1719380
105570000000000	K2H FARMS INC	477070
105581000001001	K2H FARMS INC	940
105582011773002	ARMENTA MIGUEL C	49100
105582011773003	ARMENTA ANGEL & CESILIA	42000

Parcel_ID	*Owner*	*Total_Assessed_Value*
105582011773004	ARMENTA ANGEL & CESILIA	111260
105582012181005	STROM NANCY KAY	84510
105582012181006	TEGLAND DEWEY R & DEBORAH L	31440
105582012181007	PETTEY GALEN A & ANNE K	31440
105582012181008	ROUSE CHARLES W & JOAN C	31440
105582012182001	STROM NANCY KAY	40720
105582012182005	HELLAND KATE P	127160
105582012182006	SMITH LESLIE D & SHERYL A	32000
105582012656001	STEARNS DAVID D & MARA E	232270
105582012656002	POTTER STEVEN F & VALORIE J	131990
105582012656003	GONZALEZ ENUS	32000
105582012656004	HANSON JAMES T	32000
105582012802001	CARLSON DARYL A	124860
105582012802002	CARLSON DARYL A	28690
105583000001000	DOYLE DANIEL	27500
105583000002000	BNSF RAILWAY COMPANY	231260
105583000003000	MEDELEZ BENITO & JOSE	64040
105584000001000	TURNER ORAN O	19200
105584000003000	GOVERNMENT	1650
105584000004000	ANT LLC	35500
106442000001000	MADDOX JAMEY S	45590
106442000002000	MADDOX JODY S & DEBRA L	402280
106444000000000	GOVERNMENT	1969680
106540000000000	100 CIRCLES FARM L L C	547750
106551000001000	GLADE CREEK RANCH	550
106552000001000	SANDPIPER FARMS INC	76290
106553000000000	SANDPIPER FARMS INC	285970
106561000001001	STE MICHELLE VINTERS INC	2918450
106562000001000	STE MICHELLE VINTERS INC	60
106570000000000	K2H FARMS INC	424800

Parcel_ID	*Owner*	*Total_Assessed_Value*
106581000001003	CLARNEAU DEVERE & NOLA	78950
106581011131001	K2H FARMS INC	10
106581011131002	PLYMOUTH WATER DISTRICT	28200
106581011131003	CLARNEAU DEVERE & NOLA	299580
106581012890001	CLARNEAU DEVERE & NOLA	21000
106581012890002	CLARNEAU DEVERE & NOLA	21000
106581012890003	CLARNEAU DEVERE & NOLA	61430
106581012891001	LEVIN BRYAN J	30040
106581012891002	HOLZWARTH DONALD & DESLIE	30040
106581012891003	BULLION RICHARD	140940
106581012891004	CLARNEAU DEVERE & NOLA	59620
106582000001002	K2H FARMS INC	1120
106583000000000	PORT OF KENNEWICK	49280
106584000001000	TURNER ORAN O	11300
106584000002000	BNSF RAILWAY COMPANY	1830
106584000003000	GOVERNMENT	5030
106584000004000	STATE OF WASHINGTON	145780
106584000005000	BNSF RAILWAY COMPANY	11560
106584011880002	HARRIS JAMES E & DEBRA A	35960
106584011880006	LONG CHARLES E	42860
106584011881001	HALE STEVEN C & JUSTINA P	115640
106584011881003	DAHLBERG SR GERALD T & SUZETTE	132170
106584011882003	HALEY EDWIN W	153330
106584012412001	WALLEM RODNEY C & DAWN D	97960
106584012412002	BECK BARRY G & GERALDINE V	157300
106584012448001	ARGYLE ROGER W & LAREL A	115810
106584012448002	SIMONSEN JOSHUA A	129970
106584012579001	GARCIA JUAN A & ORALIA M	32000
106584012579002	ESTRADA HENRY P	32000
106584012647001	SCHEFSTROM SR WILLIAM L	130650

Parcel_ID	Owner	Total_Assessed_Value
106584012647002	CARLSON DARYL A	32000
106584012647003	CARLSON DARYL A	32000
106584012647004	CARLSON DARLY A	32000
106584012897001	ESTRADA HENRY P	32160
106584012897002	ESTRADA HENRY P	78330
106584012970001	HALE STEVEN C & JUSTINA P	32000
106584012970002	HARRIS CHERI	119330
107440000000000	GOVERNMENT	1034970
107541000000000	100 CIRCLES FARM L L C	356190
107543000001000	BUD & PATSY MERCER LAND COMPA	13170
107543000002000	MERCER ROBERT T & BRENDA L	72470
107550000000000	SANDPIPER FARMS INC	609070
107561000001000	STE MICHELLE VINTERS INC	20
107561000005001	GRUNKE DOUG & LINDA L	33640
107561000006001	PATERSON SCHOOL DISTRICT #50	421770
107561000007000	CROW ROBERT S & JUDITH K	36010
107561011393001	UNITED TELEPHONE CO OF THE NW	3430
107561011393002	ROBINETT LIFE EST NORA ELLEN	11320
107561011393003	ROBINETT NORA ELLEN	44980
107561011393004	ROBINETT NORA ELLEN	64980
107561011544002	PILOT DELBERT G & LINDA A	137300
107561011544005	ROBINETT NORA ELLEN	32560
107561011544007	ROBINETT NORA ELLEN	21380
107561011544008	ROBINETT NORA ELLEN	22000
107561012292001	BARKER WILLIAM F	66940
107561012292002	PILOT KEVIN D & KAREN J	167140
107561012292003	COOPER VICTOR L & TRACY A	61420
107561012349001	NAVA JESUS & LUCIANA M	85500
107561012349002	GARCIA JOSE A	36160
107561012349005	SANTANA DOMINGO S & ROSALVA G	22000

Parcel_ID	*Owner*	*Total_Assessed_Value*
107561012349006	ROBINETT NORA ELLEN	36950
107562000001002	STE MICHELLE VINTERS INC	57320
107562000002001	STE MICHELLE VINTERS INC	41440
107563000001000	CUSTOM AGRICULTURAL SERV INC	2188740
107563000002001	STE MICHELLE VINTERS INC	160
107563000003000	BERG FRANK B	400
107564000000000	GOVERNMENT	4500
107564000001000	BNSF RAILWAY COMPANY	12210
107571000000000	K2H FARMS INC	247750
107572000000000	GOVERNMENT	25090
107581010070001	DAVID BENNIE G & MARIE	8640
107581010070002	DAVID BENNIE G & MARIE	98730
107581010649001	SUNRISE TRANSPORT INC	39220
107581010649002	SUNRISE TRANSPORT INC	66280
107581012393001	VEGA BERNICE	33450
107581012393002	BURTON CHARLES	41760
107581012892001	LEDBETTER DONALD L & SANDRA K	133270
107581012892002	LONGLEY THOR J & LYNNE D	129770
107581020009000	GOVERNMENT	2360
107581020016000	CHRISTIANSON KYLE O & JOYCE	168710
107581020018000	ROBERTS DAVID	116130
107581020019000	PORT OF KENNEWICK	203360
107581030001003	BENTON COUNTY FIRE DISTRICT #6A	86020
107581030002001	LEAR TED & JUDITH K	77830
107581030002005	RICHARDSON JERRY	26590
107581030002007	RICHARDSON JERRY	4830
107581030002009	CRAWFORD ROGER D & JANET	29700
107581030002011	HERBERT MARGARET M	27300
107581030002016	CRAWFORD DWAIN & ANNE L	5600
107581030002021	CRAWFORD D C & ANNE L	3830

Parcel_ID	Owner	Total_Assessed_Value
107581030002022	CRAWFORD D C & ANNE L	39590
107581030003007	MCMINN DOROTHY	32840
107581030003009	MCMINN DOROTHY	5210
107581030003011	ZEFERINO GUILLERMO	13330
107581030003013	ROMERO MARIA	21930
107581030003015	ROMERO MARIA	3830
107581030003017	ROMERO MARIA	21180
107581030003019	ZUNIGA HERNANDEZ ESTEVAN	28630
107581030003020	BROOKS SARAH MAXINE	49450
107581030004001	GOMEZ GILBERT & ROSARIO	3830
107581030004003	GOMEZ GILBERT & ROSIE	5100
107581030004006	GOMEZ GILBERTO & ROSARIO	29310
107581030004008	GOMEZ GILBERTO & ROSARIO	14960
107581030004012	ORTIZ RAFAEL & MARIA	15430
107581030004014	GARCIA MARIA ORALIA	18320
107581030004017	MAGANA GUILLERMO & VIRGINIA	23210
107581030004019	MAGANA MONICA	30410
107581030007000	FRANK FLOYD BILL & PATRICIA	28620
107581030008001	ARMENTA MADRIGAL JUAN CARLOS	4890
107581030008002	GARCILAZO LEONEL G & CONSUELO	83530
107581030009001	ELISONDO GUADALUPE	32200
107581030009003	GARCIA JESUS & MARIA C	3830
107581030009005	GARCIA JESUS M & MARIA G	6460
107581030009007	GARCIA JESUS M & MARIA G	12330
107581030009011	LONG DENNIS R	87560
107581030009015	ROSALES REYNALDO RUBIO	65090
107581030009017	MINGS GUY & COLLEEN	69430
107581030010001	HERBERT HOWARD	34620
107581030010003	HERBERT HOWARD	15010
107581030010009	HERBERT MARGARET M	3830

Parcel_ID	*Owner*	*Total_Assessed_Value*
107581030010011	HENDERSON THOMAS R	65050
107581030010013	BACKEN LANNA MAE	40930
107581030010019	NUNN SR HERBERT R & MARIE M	2680
107581030010020	NUNN SR HERBERT R & MARIE M	2680
107581030010021	MEDELEZ TRUCKING LLC	49410
107581030010022	NEIFFER LEON	47160
107581030011007	COOKE WESLEY G & JOAN C	115080
107581030011023	GARZA ROBERT H & MARY L	19150
107581030011024	GARZA ROBERT H & MARY L	47250
107581030012002	SITAL ARACELI	38510
107581030012006	CORIA JOSE LUIS & OLIVIA	14330
107581030012008	MBD ASSOCIATES INC	6460
107581030012012	BROOKS GERALD F & CHARLOTTE O	51540
107581030012016	MCCLINTOCK STEVEN S & SUSAN K	7710
107581030012020	MCCLINTOCK STEVEN S & SUSAN K	107850
107581030013001	WYATT AUSTIN A	66930
107581040001001	PELLISSIER FRANK L & CORRIN M	6240
107581040001005	PELLISSIER FRANK L & CORRIN M	5080
107581040001008	PELLISSIER FRANK L & CORRIN M	5080
107581040001011	PELLISSIER FRANK L & CORRIN M	6240
107581040002001	PELLISSIER FRANK L & CORRIN M	2250
107581040002005	SUNRISE TRANSPORT INC	1550
107581040002008	SUNRISE TRANSPORT INC	1710
107581040002011	SUNRISE TRANSPORT INC	2250
107581040002015	PELLISSIER FRANK L & CORRIN M	2250
107581040002019	PELLISSIER FRANK L & CORRIN M	2250
107581040002023	PELLISSIER FRANK L & CORRIN M	2790
107581040002027	WATT LYNN	27500
107581040003007	PELLISSIER FRANK L & CORRIN M	2250
107581040003011	PELLISSIER FRANK L & CORRIN M	2250

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107581040004000	GOVERNMENT	390
107581040004014	WATT LYNN	4740
107581040008001	PELLISSIER FRANK L & CORRIN M	2250
107581040008005	PELLISSIER FRANK L & CORRIN M	2250
107581040008009	PELLISSIER FRANK L & CORRIN M	2250
107581040008013	PELLISSIER FRANK L & CORRIN M	2090
107581040009006	SUNRISE TRANSPORT INC	97940
107581040009010	PELLISSIER FRANK L & CORRIN M	8620
107581040009012	VALANDRY LAWRENCE G & JOYCE M	106590
107581040009016	PELLISSIER FRANK L & CORRIN M	2400
107581040009020	PELLISSIER FRANK L & CORRIN M	1710
107581040009023	PELLISSIER FRANK L & CORRIN M	2250
107581040009027	PELLISSIER FRANK L & CORRIN M	2250
107581040010001	PELLISSIER FRANK L & CORRIN M	6240
107581040010005	PELLISSIER FRANK L & CORRIN M	5080
107581040010008	FRYBERGER DANIEL A & NORMA	76990
107581040010011	JOHNSON BRIAN L & CONNIE G	79500
107583000000000	PORT OF KENNEWICK	449360
108540000000000	100 CIRCLES FARM L L C	777250
108550000000000	SANDPIPER FARMS INC	733480
108561000001002	STATE OF WASHINGTON	3920
108561000002000	GRUNKE DOUGLAS A	22430
108561000003000	BANKER DEAN & VICKI	32240
108561012569001	BENTON RURAL ELECTRIC ASSN	20000
108561012569002	GRUNKE DOUG-LINDA	22000
108562000001000	STATE OF WASHINGTON	21530
108562000002000	CROW STEVE & JUDY	5490
108562000004001	GRUNKE DOUGLAS A & LINDA L	68110
108562000004002	CROW STEVE & JUDY	5970
108562000005000	BNSF RAILWAY COMPANY	14570

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108562020001001	SNYDER EDWARD M	270
108562020001003	GRUNKE DOUGLAS A & LINDA L	140
108562020001004	SNYDER EDWARD M	290
108562020001006	JOHNSON BRANDON & DINA	140
108562020001007	GRUNKE DOUGLAS A & LINDA L	450
108562020025000	GOVERNMENT	2380
108562030000002	HARRIS WILLIAM S & CAROL A	90850
108562030000003	BENTON COUNTY FIRE DISTRICT #5A	22960
108562030000004	PATERSON HTS WATER ASSOCIATIO	21240
108562030000005	ETTLES BEVERLY J	26890
108562030000006	STEVENS CONNIE JO	106430
108562030000007	MADDOX CASEY & TOMARA	104300
108562030000008	MADDOX CASEY & TOMARA	10000
108562030000009	SULLIVAN LAWRENCE & LINDA	148260
108562030000010	BENTON COUNTY	60870
108562030000011	GOMEZ MARIA	107860
108562030000012	SIEBRASSE DOUG	103050
108562030000013	SIEBRASSE DOUGLAS	5000
108562030000014	GARCIA ELENO	19500
108562030000015	CARRIZALES MARCO ANTONIO	60080
108562030000016	JIMENEZ FILOGONIO	116210
108562030000017	BENTON COUNTY FIRE DISTRICT #6A	10690
108562030000018	BENTON COUNTY FIRE DISTRICT #6A	303580
108562030000019	BENTON COUNTY FIRE DISTRICT #6A	11560
108562030000020	AMANCIO SANDRA DIANE	70950
108562030000021	CROW ROBERT S & JUDITH K	10120
108562030000022	FULMER BRIDGETTE BRADY	31130
108562030000023	CERVANTES RUBEN C & DIANA	90840
108562030000024	BLASDEL JOHN R & VANESA G	99380
108562030000025	GRUNKE DOUGLAS A & LINDA L	10000

Parcel_ID	*Owner*	*Total_Assessed_Value*
108562030000026	ROBERTSON DAVID A & JEWELL A	74880
108562030000027	CERVANTES ANTONIO C & MARIA FIL	101510
108562030000028	LINK ARNIE H & VICKI	33950
108562030000029	REESE STANLEY O & PATRICIA M	53590
108562030000030	HASSING TOM	33520
108562030000031	CERVANTES JOSE DEJESUS & ALMA	40590
108562030000032	KEENER DENNIS N	96860
108562030000033	CHRISTIANSON IVAN	70690
108562030000034	VOORHIES JERRY L & NANCY L	53660
108562030000035	ALLEN BETH	45070
108562030000036	ALLEN HELEN MARIE	34600
108562030000037	RIVARD SCOTT C	33600
108562030000038	CROW ROBERT S & JUDITH K	37460
108562030000039	CROW/FINN LOIS L	96850
108562030000040	CROW ROBERT S & JUDITH	56470
108562030000201	HELLER PATTERSON LLC	74270
108562030000211	CROW ROBERT S & JUDITH	10120
108562030000401	CROW ROBERT S & JUDITH	52340
108562030001000	PATERSON COMMUNITY CHURCH	169260
108563000001000	GOVERNMENT	17700
108571000001000	K2H FARMS INC	139830
108572000001001	K2H FARMS INC	228260
108574000000000	J T CHRISTY LLC	151270
108581000001000	UMATILLA COUNTY OREGON	60600
108581000002000	GOVERNMENT	824150
108582020001000	GOVERNMENT	3900
108582020010000	STATE OF WASHINGTON	11260
108582020013001	AMBRIZ RAMON & M CARMEN	45750
108582020013007	GARCIA JUAN & ORALIA	94880
108582020013009	SLOAN WILLIAM P & MYRNA LYNN	43610

Parcel_ID	*Owner*	*Total_Assessed_Value*
108582020014001	TAYLOR DOUGLAS C & SANDRA L	103340
108582020014002	CONDIT WAYNE & LOYCE M	54290
108582020015004	GREER HARRY A & E MARJORIE	67680
108582020015006	GARCIA ESTHELA & ELENO	96650
108582020033011	WAGNER PAUL	4030
108582020033012	WAGNER PAUL	2500
108582020033013	LONGLEY TOM	3430
108582020033015	WAGNER PAUL	11000
108582020033016	CASTLE HOMES LLC	2500
108582020033017	HERTZ KENNETH & ALICE	2500
108582020033021	HUNTINGTON GORDON E & PATRICIA	87790
108582020034001	ROBERTSON PAUL C & CHERYL I	97700
108582020034003	ROBERTSON PAUL C & CHERYL I	3610
108582020034004	AMBRIZ RAMON	89770
108582020034006	JIMENEZ MARCIA K	87280
108582020034008	NUNN SR HERBERT R & MARIE M	4010
108582020035000	MASSEY JEANNINE ANGELA	25600
108582020036003	PAYDIRT INVESTMENTS LLC	11360
108582020036006	PAYDIRT INVESTMENTS LLC	26240
108582020036007	PAYDIRT INVESTMENTS LLC	125180
108582020037000	SAMPSON TRUSTEES LLOYD H & WINI	26700
108582020038000	REESE G H & MARY M	26600
108582020039001	CRAFF CARLOS C	96660
108582020039004	CRAFF CARLOS C	3770
108582020039013	ESPERICUETA ALEJANDRO & GLORIA	2500
108582020039014	ESPERICUETA ALEJANDRO & GLORIA	3650
108582020039016	CRAFF CARLOS C	11930
108582020039017	GRAY SHARON T	6760
108582020039018	ESPERICUETA ALEJANDRO & GLORIA	23610
108582020040016	SCHLACHTER SAMUEL DAVID	85440

Parcel_ID	*Owner*	*Total_Assessed_Value*
108582020040018	SCHLACHTER SAMUEL DAVID	10180
108582020040019	CREECH GERALD R & CATHLEEN A	104860
108582020040020	SCHMIDT JEREMY & LUCIA	105400
108582020040021	SCHLACHTER SAMUEL DAVID	13490
108582020101000	ABELL MELVIN DERILL	128990
108582020103000	SMALL RODNEY JIM	126420
108582020105000	GOVERNMENT	1140
108583020000000	GOVERNMENT	110600
109540000000000	100 CIRCLES FARM L L C	732570
109550000000000	SANDPIPER FARMS INC	580800
109560000000000	GOVERNMENT	39010
109571000000000	K2H FARMS INC	369150
109573000000000	J T CHRISTY LLC	151320
110541000000000	100 CIRCLES FARM L L C	444780
110543000000000	STATE OF WASHINGTON	369000
110552000002000	GARVEY MICHAEL D & LYNN W	4000
110561000000000	GOVERNMENT	47900
110563000001000	BNSF RAILWAY COMPANY	650
110563000002000	UMATILLA COUNTY OREGON	1410
110571000001000	PLYMOUTH RANCH LLC	638910
110571000002001	K2H FARMS INC	97810
110571000002002	PLYMOUTH RANCH LLC	271810
110572000002000	BROETJE RALPH & CHERYL	1000870
110573000000000	AGRESERVES INC	10
110573000001000	K2H FARMS INC	10
110573000002000	BROETJE RALPH E & CHERYL K	359270
110574000001000	PLYMOUTH RANCH LLC	15590
110574000002000	GOVERNMENT	3970
111540000000000	100 CIRCLES FARM L L C	720020
111550000000000	STE MICHELLE VINTERS INC	2102110

Parcel_ID	*Owner*	*Total_Assessed_Value*
111560000000000	GOVERNMENT	43900
111571000001000	PLYMOUTH RANCH LLC	911170
111571000002001	SEPT BRIAN L & SARA J	85730
111571000002002	HAUNER DENNIS G & SYLVIA E	32360
111573000000000	PACIFIC NW PIPELINE CORP	176940
111574000000000	GOVERNMENT	11630
112541000000000	100 CIRCLES FARM L L C	163990
112542000001000	100 CIRCLES FARM L L C	69550
112542000002000	100 CIRCLES FARM L L C	20870
112542000003000	100 CIRCLES FARM L L C	92240
112543000001000	100 CIRCLES FARM L L C	10360
112543000002000	100 CIRCLES FARM L L C	23000
112551000002002	STE MICHELLE VINTERS INC	1688140
112551000003000	GOVERNMENT	1260
112554000001000	BOATSMAN ARLYN B	5930
112554000002000	GOVERNMENT	1680
112554011578001	LONGLEY THOMAS S	816940
112554011578002	STE MICHELLE VINTERS INC	40
112560000000000	GOVERNMENT	32970
112571000001002	K2H FARMS INC	460
112571000002000	FITZWATER L E	4500
112571000003000	PACE BILL & NANCY	185440
112572000001000	FITZWATER L E	4500
112572000002000	SMITH SHARON K	4110
112572012982001	AGRESERVES INC	6663830
112572012982002	UAP DISTRIBUTION INC	3337270
112573000001000	CULVER CLARENCE W & EMILIENNE	1320
112573000002000	ISERI GREGORY L & DEBRA J	139420
112573000003000	HAUNER DENNIS G & SYLVIA E	81890
112573000004003	HOUNSHELL EDWARD C & SUSAN J	374020

Parcel_ID	*Owner*	*Total_Assessed_Value*
112573000009000	GOVERNMENT	12590
112573000010000	HAUNER DENNIS G & SYLVIA E	990
112573000011000	BENTON COUNTY	510
112573012399001	MARCUM DENNIS & LINDA	242950
112573012399002	NEMEC III FRANK CAROL ANN	253290
112573012399003	MOORE DEAN A AND CAROLYN K	38220
112573012399004	HARNESS ROBERT & LAURIE	34200
112574000001000	SCOTT WILLIAM D & GLORIA C	88730
112574012608001	LONGLEY THOMAS S	262580
112574012608004	WAGNER PAUL G	287830
112574012608005	SCOTT WILLIAM D & GLORIA C	655490
113541000000000	SANDPIPER FARMS INC	588060
113542000000000	SANDPIPER FARMS INC	174060
113551000000000	GOVERNMENT	16440
113552000000000	STE MICHELLE VINTERS INC	9410
113560000000000	GOVERNMENT	42790
113670000000000	K2H FARMS INC	551980
114541000000000	100 CIRCLES FARM L L C	224230
114543000000000	100 CIRCLES FARM L L C	215950
114551000001000	STE MICHELLE VINTERS INC	67630
114551000002000	GOVERNMENT	330
114551000003000	HSIEH EDMUND & CYNTHIA	6550
114553000001000	STEARNS MICHAEL L & GLORIA J	329420
114554000000000	GOVERNMENT	15460
114560000000000	GOVERNMENT	35060
114570000000000	GOVERNMENT	2490
114671000001000	K2H FARMS INC	515690
115540000000000	100 CIRCLES FARM L L C	817480
115550000000000	STE MICHELLE VINTERS INC	321140
115560000000000	GOVERNMENT	10380

Parcel_ID	*Owner*	*Total_Assessed_Value*
115571000000000	GOVERNMENT	2400
115572000001001	K2H FARMS INC	10
115572000002000	BENTON COUNTY PUD	9960
115680000000000	K2H FARMS INC	657970
116540000000000	STATE OF WASHINGTON	690850
116550000000000	STATE OF WASHINGTON	80250
116571000000000	HOGUE RANCHES INC	2600
116572000001001	K2H FARMS INC	110
116572000001002	J T CHRISTY LLC	150
116572000002000	GOVERNMENT	600
116572000003000	GOVERNMENT	114040
116680000000000	STATE OF WASHINGTON	242780
117541000000000	100 CIRCLES FARM L L C	242810
117543000000000	BUD & PATSY MERCER LAND COMPA	300560
117550000000000	SANDPIPER FARMS INC	680800
117571000000000	J T CHRISTY LLC	260
117572000000000	K2H FARMS INC	390
117680000000000	K2H FARMS INC	1158550
118541000000000	BUD & PATSY MERCER LAND COMPA	609130
118542000000000	C C PROPERTY HOLDINGS LLC	80770
118550000000000	SANDPIPER FARMS INC	606380
118560000000000	GOVERNMENT	2880
118570000000000	GOVERNMENT	40210
118680000000000	K2H FARMS INC	5162710
119541000000000	SACKMD JOHN T	150
119543000000000	SACK JOHN T M D	580
119550000000000	SANDPIPER FARMS INC	610900
119670000000000	K2H FARMS INC	606040
119680000000000	K2H FARMS INC	395810
120541000000000	BUD & PATSY MERCER LAND COMPA	292230

Parcel_ID	*Owner*	*Total_Assessed_Value*
120543000001000	MERCER RANCHES INC	92100
120550000000000	SANDPIPER FARMS INC	700860
120670000000000	K2H FARMS INC	433740
120680000000000	K2H FARMS INC	2106760
121541000000000	100 CIRCLES FARM L L C	387930
121542000001000	100 CIRCLES FARM L L C	125500
121542000002001	BUD & PATSY MERCER LAND COMPA	4120
121543000001000	100 CIRCLES FARM L L C	160
121551000000000	STE MICHELLE VINTERS INC	1180
121552000000000	SANDPIPER FARMS INC	34940
121553000000000	BERG FRANK	920
121554000000000	GOVERNMENT	720
121670000000000	K2H FARMS INC	587250
121680000000000	K2H FARMS INC	291290
122541000001000	100 CIRCLES FARMS LLC	166640
122541000002000	100 CIRCLES FARM L L C	154440
122543000001000	100 CIRCLES FARM L L C	401770
122543000002000	100 CIRCLES FARM L L C	8350
122551000001000	MILLIMAN PHILIP C & ROSAURA O	28910
122551000002000	GOVERNMENT	9700
122551000003000	KEENER DENNIS N & DOLORES J	17420
122552000000000	STE MICHELLE VINTERS INC	47580
122553000001000	MADDOX COREY R & SARAH	214340
122553000002000	CROW ROBERT STEVEN & JUDITH K	148680
122553000003000	MADDOX JAMEY S & TIFFANY	31470
122553000004000	MADDOX JAMEY S & TIFFANY	4520
122671000001000	K2H FARMS INC	102250
122681000001000	K2H FARMS INC	107000
123540000000000	100 CIRCLES FARM L L C	588620
123552000000000	GOVERNMENT	10000

Parcel_ID	*Owner*	*Total_Assessed_Value*
123670000000000	K2H FARMS INC	28270
124541000000000	SANDPIPER FARMS INC	383910
124543000000000	STATE OF WASHINGTON	369830
124670000000000	K2H FARMS INC	51850
125541000001000	SANDPIPER FARMS INC	5560
125541000004002	SANDPIPER FARMS INC	342110
125543000000000	STIMSON LANE LTD	190180
125544000003000	CANOE RIDGE VINEYARD LLC	74100
125544000004001	CANOE RIDGE VINEYARD LLC	249240
125640000000000	100 CIRCLES FARM L L C	615150
125660000000000	K2H FARMS INC	140620
125671000001000	K2H FARMS INC	661340
126541000000000	100 CIRCLES FARM L L C	245070
126543000000000	STIMSON LANE LTD	251400
126641000000000	100 CIRCLES FARM L L C	63640
126643000000000	100 CIRCLES FARM L L C	111860
126660000000000	K2H FARMS INC	262570
126671000001000	K2H FARMS INC	585850
126681000001000	K2H FARMS INC	704760
127541000000000	100 CIRCLES FARM L L C	406100
127543000000000	100 CIRCLES FARM L L C	183710
127643000000000	100 CIRCLES FARM L L C	250060
127661000001000	K2H FARMS INC	199820
127662000000000	WATTS BROS FARMS A PARTNERSHIP	214880
127663000000000	WATTS BROTHERS FARMS	111210
127671000003000	MARKS SCOTT WAYNE & ANN M	9600
127672000003000	K2H FARMS INC	270580
127681000001000	K2H FARMS INC	218740
128541000001000	100 CIRCLES FARM L L C	206130
128541000002000	100 CIRCLES FARM L L C	1314330

Parcel_ID	*Owner*	*Total_Assessed_Value*
128542000001000	BUD & PATSY MERCER LAND COMPA	700
128543000001000	ALEXANDRIA NICOLE CELLARS	340330
128551000001001	GOVERNMENT	18490
128551000001002	WHITEHEAD DAVID & DONNA F	1800
128551000002000	GOVERNMENT	450
128552000002001	SANDPIPER FARMS INC	340
128552000002002	TOWNSEND MICHAEL & DONNA	115400
128553000000000	DEATLEY COMPANY INC	46470
128641000002000	100 CIRCLES FARM L L C	115200
128643000000000	HILDEBRAND TRUSTEES JACK L & MIL	8720
128660000000000	WATTS BROTHERS FARMS	1537470
128671000001000	K2H FARMS INC	1385500
128681000002000	K2H FARMS INC	73700
128682000000000	STRINGFELLOW EWING	10680
129541000002000	DOUBLE CANYON VINEYARDS LLC	112720
129544000001000	ALEXANDRIA NICOLE CELLARS	410220
129544000002000	MERCER RANCHES INC	483210
129551000002001	SANDPIPER FARMS INC	155560
129551000003000	SANDPIPER FARMS INC	79100
129551000004000	BERGEVIN ROBERT & SHANNON	60220
129551000005000	SANDPIPER FARMS INC	60
129552000001000	SANDPIPER FARMS INC	70
129552000002000	BROWN ROBERT E & KELLY J	173260
129552000006000	SANDPIPER FARMS INC	70
129552000007000	JACKSON RICHARD & DEBBY	25230
129553000001000	SANDPIPER FARMS INC	110
129553000002000	SANDPIPER FARMS INC	113960
129554000001000	GOVERNMENT	6010
129554000002000	GOVERNMENT	2250
129554000003000	SANDPIPER FARMS INC	100

Parcel_ID	*Owner*	*Total_Assessed_Value*
129640000000000	NICHOLS MICHAEL K & CLAUDIA J	37640
129651000000000	WATTS BROS FARMING LLC	1580
129654000000000	GLADE CREEK LLC	132650
129660000000000	WATTS BROTHERS FARMS	866690
129671000000000	K2H FARMS INC	720
129672000000000	K2H FARMS INC	240
129673000001000	K2H FARMS INC	120
129673000002000	K2H FARMS INC	60
129673000003000	K2H FARMS INC	51980
129673000004000	K2H FARMS INC	240
129674000001000	K2H FARMS INC	60
129674000002000	K2H FARMS INC	120
129680000000000	K2H FARMS INC	191810
130540000000000	MERCER RANCHES INC	751770
130551000000000	SANDPIPER FARMS INC	101680
130551000001000	SANDPIPER FARMS INC	148400
130551000002000	SANDPIPER FARMS INC	17280
130552000001001	CANOE RIDGE VINEYARD LLC	888800
130553000001000	STIMSON LANE LTD	161030
130554000001000	SANDPIPER FARMS INC	160
130642000001000	NICHOLS MICHAEL K & CLAUDIA J	20610
130643000001000	100 CIRCLES FARM L L C	95510
130652000001000	WATTS BROS FARMING LLC	1450
130670000000000	K2H FARMS INC	117880
130681000000000	K2H FARMS INC	386730
130682000001000	K2H FARMS	26420
130682000002000	K2H FARMS	26420
130682000003000	K2H FARMS	26420
130682000004000	K2H FARMS	26420
130682000005000	K2H FARMS	26420

Parcel_ID	*Owner*	*Total_Assessed_Value*
130682000006000	K2H FARMS	26420
130682000007000	K2H FARMS	26420
130682000008000	K2H FARMS	26420
131541000000000	SACKMD JOHN T	680
131542000000000	SACKMD JOHN T	98280
131544000000000	GOVERNMENT	1600
131551000001000	STIMSON LANE LTD	115410
131552000000000	GOVERNMENT	307450
131640000000000	100 CIRCLES FARM L L C	518190
131651000000000	WATTS BROS FARMING LLC	1620
131654000000000	GLADE CREEK LLC	16120
131661000001002	STIMSON LANE LTD	329130
131661011769002	STE MICHELLE VINTERS INC	60
131662000000000	GLADE CREEK LLC	181140
131664000001000	STE MICHELLE VINTERS INC	301210
131664000002000	STE MICHELLE VINTERS INC	42817700
131664000003002	STE MICHELLE VINTERS INC	19760
131664000004001	STE MICHELLE VINTERS INC	720
131672000001000	K2H FARMS INC	910230
131680000000000	K2H FARMS INC	1500900
132541000000002	ALEXANDRIA NICOLE CELLARS	1090630
132541012772002	BOYLE JARROD L & ALEXANDRIA N	297560
132541012772005	MERCER RANCHES INC	320
132541012772007	MERCER RANCHES INC	451520
132541012772009	MOORE TRUSTEE HOPE E	316690
132542000000001	MERCER RANCHES INC	38930
132543000000000	GOVERNMENT	21940
132552000001000	GOVERNMENT	29650
132552000002000	STATE OF WASHINGTON	780
132552000003000	SCHNEIDER DAVID F & JO ANN	440

Parcel_ID	*Owner*	*Total_Assessed_Value*
132641000001000	NICHOLS MICHAEL K & CLAUDIA J	4240
132642000001000	100 CIRCLES FARM L L C	391560
132651000000000	GLADE CREEK LLC	638120
132652000000000	WATTS BROS FARMING LLC	250
132661000001001	WATTS BROTHERS FARMS	81670
132661000001002	STATE OF WASHINGTON	107020
132661000003000	ZEPHYR RIDGE VINEYARD LLC	94870
132661000004000	WATTS TIMOTHY R & MACHELLE A	205790
132661000005000	WATTS BROTHERS FARMS	75040
132662000000000	DAVENPORT WILLIAM & JENNIFER	1140
132663000001001	STATE OF WASHINGTON	995500
132670000000000	K2H FARMS INC	689670
132681000000000	HELLBERG MAX E & MARILYN J	780
132682000000000	K2H FARMS INC	550
132683000001000	JOHANSON TRUSTEES GEORGE EUG	870
132683000002000	JOHANSON TRUSTEES GEORGE EUG	1480
132683000003000	JOHANSON TRUSTEES GEORGE EUG	1480
132683000004000	JOHANSON TRUSTEES GEORGE EUG	1010
132683000005000	JOHANSON TRUSTEES GEORGE EUG	1460
132683000006000	JOHANSON TRUSTEES GEORGE EUG	1480
132683000007000	JOHANSON TRUSTEES GEORGE EUG	1480
132683000008000	JOHANSON TRUSTEES GEORGE EUG	1500
132683000009000	STATE OF WASHINGTON	100730
133541000000000	STIMSON LANE LTD	810
133542000000000	MERCER DUANE RICHARD & MARY A	660
133543000000000	GOVERNMENT	8810
133640000000000	100 CIRCLES FARM L L C	517590
133650000000000	GLADE CREEK LLC	736290
133661000001002	WATTS BROS FARMS A PARTNERSHIP	50860
133662000002004	ZEPHYR RIDGE VINEYARD LLC	1291530

Parcel_ID	*Owner*	*Total_Assessed_Value*
133662000002005	ZEPHYR RIDGE VINEYARD LLC	66190
133662000002006	WATTS BROTHERS FARMS	220910
133663000000000	STATE OF WASHINGTON	1820
133663000001000	WATTS BROTHERS FARMS	160090
133671000001000	K2H FARMS INC	606970
133681000001000	K2H FARMS INC	93450
134541000000000	100 CIRCLES FARM L L C	137800
134542000000000	STATE OF WA DEPT OF NATURAL RES	30010
134544000000000	STIMSON LANE LTD	50070
134544000000001	GOVERNMENT	1770
134641000000000	STATE OF WASHINGTON	186380
134642000000000	100 CIRCLES FARM L L C	172790
134643000000000	100 CIRCLES FARM L L C	321510
134651000001001	GLADE CREEK LLC	705050
134654000000000	STIMSON LANE LTD	10
134661000001001	K2H FARMS INC	480
134661000001003	WATTS BROS FARMS A PARNTERSHIP	210
134661000002002	WATTS BROS FARMS A PARTNERSHIP	109760
134662000002001	WATTS BROS FARMS A PARTNERSHIP	69590
134662000004000	ZEPHYR RIDGE VINEYARD LLC	60
134663000000000	WATTS BROTHERS FARMS	3820
134670000000000	K2H FARMS INC	777900
134680000000000	K2H FARMS INC	2059780
135541000000000	STIMSON LANE LTD	15061240
135543000000000	GOVERNMENT	4320
135640000000000	100 CIRCLES FARM L L C	586010
135651000001001	GLADE CREEK LLC	636710
135653000001000	STIMSON LANE LTD	120
135660000000000	K2H FARMS INC	1920
135670000000000	K2H FARMS INC	703600

Parcel_ID	*Owner*	*Total_Assessed_Value*
135682000001000	K2H FARMS INC	206390
135683000001000	AGRESERVES INC	10
135683000002001	FSTN LLC	1490
135683000002002	FSTN LLC	1490
135683000002004	FSTN LLC	1490
136541000000000	STIMSON LANE LTD	487420
136543000001000	GOVERNMENT	81670
136543000002000	GOVERNMENT	85260
136640000000000	STATE OF WASHINGTON	253880
136650000000000	STATE OF WASHINGTON	532310
136660000000000	STATE OF WASHINGTON	48000
136670000000000	STATE OF WASHINGTON	500360

3.2 Types of Excess Levies

Mosquito Control District	
RCW:	17.28.100 (Time of Formation), 17.28.252 (General Excess Levy), 17.28.260 (Bond Excess Levy)
Maximum Statutory Levy Rate:	$0.50/$1,000 Assessed Value (General Excess Levy) $0.25/$1,000 Assessed Value (One year levy at time of formation)
Type of Levy:	Excess
Type of District:	Junior
Affecting Levy Limits:	Ballot
Excess Levies Authorized:	General and Bond
Governing Body:	Five members or more members of the board of trustees appointed by the county legislative authority and the legislative body of each incorporated city included in the district according to a statutory formula. Members serve two-year overlapping terms. (RCW 17.28.110, 17.28.130)
Purpose:	To control mosquitoes.
Notes:	Land only (chapter 84.34 RCW).

Public Facilities District	
RCW:	36.100.050, 84.52.052 (Excess)
Maximum Statutory Levy Rate:	No $ Limit/$1,000 Assessed Value
Type of Levy:	Excess
Type of District:	Junior
Affecting Levy Limits:	Ballot
Excess Levies Authorized:	General and Bond
Governing Body:	Board of Directors. The board consists of five to seven members as provided in RCW 36.100.020.
Purpose:	To acquire, construct, own, maintain, and operate sports, entertainment, and convention facilities.
Notes:	None.

RCW 17.28.100
Election on proposition to levy tax.

At the same election there shall be submitted to the voters residing within the district, for their approval or rejection, a proposition authorizing the mosquito control district, if formed, to levy at the earliest time permitted by law on all taxable property located within the mosquito control district a general tax, for one year, of up to twenty-five cents per thousand dollars of assessed value in excess of any constitutional or statutory limitation for authorized purposes of the mosquito control district. The proposition shall be expressed on the ballots in substantially the following form:

"ONE YEAR . . . . . CENTS PER THOUSAND

DOLLARS OF ASSESSED VALUE LEVY

Shall the mosquito control district, if formed, levy a general tax of . . . . . cents per thousand dollars of assessed value for one year upon all the taxable property within said district in excess of the constitutional and/or statutory tax limits for authorized purposes of the district?

YES . . . . . ☐

NO . . . . . ☐ "

Such proposition to be effective must be approved by a majority of at least three-fifths of the persons voting on the proposition to levy such tax in the manner set forth in Article VII, section 2(a) of the Constitution of this state, as amended by Amendment 59 and as thereafter amended.

[1982 c 217 § 1; 1973 1st ex.s. c 195 § 2; 1957 c 153 § 10.]\

RCW 17.28.252
Excess levy authorized.

A mosquito control district shall have the power to levy additional taxes in excess of the constitutional and/or statutory limitations for any of the authorized purposes of such district, not in excess of fifty cents per thousand dollars of assessed value per year when authorized so to do by the electors of such district by a three-fifths majority of those voting on the proposition in the manner set forth in Article VII, section 2(a) of the Constitution of this state, as amended by Amendment 59 and as thereafter amended at such time as may be fixed by the board of trustees for the district, which special election may be called by the board of trustees of the district, at which special election the proposition of authorizing such excess levy shall be submitted in such form as to enable the voters favoring the proposition to vote "Yes" and those opposing thereto to vote "No". Nothing herein shall be construed to prevent holding the foregoing special election at the same time as that fixed for a general election.

[1973 1st ex.s. c 195 § 3; 1959 c 64 § 4.]

RCW 17.28.260
General obligation bonds -- Excess property tax levies.

A mosquito control district shall have the power to issue general obligation bonds and to pledge the full faith and credit of the district to the payment thereof, for authorized capital purposes of the mosquito control district, and to provide for the retirement thereof by excess property tax levies whenever a proposition authorizing both the issuance of such bonds and the imposition of such excess levies has been approved by the voters of the district, at an election held pursuant to RCW 39.36.050, by three-fifths of the persons voting on said proposition at said election at which such election the total number of persons voting on such bond proposition shall constitute not less than forty percent of the total number of votes cast within the area of said mosquito control district at the last preceding county or state general election. Mosquito control districts may become indebted for capital purposes up to an amount equal to one and one-fourth percent of the value of the taxable property in the district, as the term "value of the taxable property" is defined in RCW 39.36.015.

Such bonds shall never be issued to run for a longer period than ten years from the date of issue and shall be issued and sold in accordance with chapter 39.46 RCW.

[1984 c 186 § 5; 1983 c 167 § 18; 1973 1st ex.s. c 195 § 4; 1970 ex.s. c 56 § 5; 1969 ex.s. c 232 § 65; 1957 c 153 § 26.]

RCW 17.28.253
District boundaries for tax purposes.

For the purpose of property taxation and the levying of property taxes the boundaries of the mosquito control district shall be the established official boundary of such district existing on the first day of September of the year in which the levy is made, and no such levy shall be made for any mosquito control district whose boundaries are not duly established on the first day of September of such year.

[1959 c 64 § 5.]

RCW 17.28.254
Abatement, extermination declared necessity and benefit to land.

It is hereby declared that whenever the public necessity or welfare has required the formation of a mosquito control district, the abatement or extermination of mosquitoes within the district is of direct, economic benefit to the land located within such district and is necessary for the protection of the public health, safety and welfare of those residing therein.

[1959 c 64 § 6.]

Benefit Assessment Districts – Mosquito Style

By Leslie Mullin, Levy Auditor

Benefit assessments are special charges that pay for services or improvements that have a direct benefit to lands and their owners. Unlike property taxes, this charge is not based on assessed value, but on a measure of benefit received from these services. These assessments may be calculated on a flat-fee per parcel basis or a dollar amount per acre, or any combination of similar characteristics. Since these charges are not based on the assessed value of a parcel, the district should create a classification system that allows them to determine the benefit received and fairly distribute the assessments throughout the district. For example, District Commissioners might determine where a mosquito problem is the most severe within their district boundaries and then base the assessment on the proximity of the parcel to the problem areas.

When the district determines their budget needs and the assessments are calculated, they are placed on the tax rolls and usually appear on the property tax statement. Because the charges appear on the property tax statement they are sometimes confused with property tax levies. Benefit assessments are not property tax levies and therefore not restricted by the various levy limits.

Benefit assessments for mosquito districts were never intended to be based on assessed value. However, some districts have used assessed value when calculating the benefit received by a particular parcel. Earlier this year, HB 1555 acknowledged that practice. When assessed value is used as a component for determining the district assessment, the *taxable value is to be used.* For parcels designated as forest land under chapter 84.33 RCW or classified as timber land, farm and agricultural land, or open space land under chapter 84.34 RCW, that means the value of the land determined under those chapters is used in determining the district assessment when value is a component. However, the Department of Revenue still encourages mosquito districts to determine their assessments based on the benefit received and not assessed value. ♦

Property Tax Revaluation – Supreme Court Decision

On December 8th, the Washington Supreme Court issued a decision in Advanced Silicon Materials v. Grant County, holding that when a taxpayer challenges a real property assessment during the middle of a multi-year revaluation cycle, the assessment must be measured with reference to the property's fair market value as of January 1 of the most recent revaluation year, and not January 1 of the year that is challenged. The Court, in a 5-4 ruling, concluded that the taxpayer's argument requiring counties to revalue real property every time a taxpayer alleges the value of its property had declined was "unsupported by statute and would render meaningless the uniformity goals of cyclical revaluation programs."

A Kittitas County Superior Court judge had earlier ruled that Grant County must adjust the assessed value of the property between cycles to reflect the diminished value of the taxpayer's plant. The county appealed directly to the Supreme Court. The Department of Revenue filed a brief supporting the county's position that the taxable value of the plant could not be adjusted until its regularly scheduled revaluation year of 2003. The cyclical revaluation process must be systematic to meet the state constitution's uniformity clause, the Department argued, and mid-cycle challenges would disrupt uniformity by allowing businesses and other property owners to seek lower valuations when markets are weak while letting lower valuations stay on the books when business is booming.

Twenty-one of Washington's 39 counties revalue real property using a multi-year revaluation cycle. Justice Mary Fairhurst authored the majority opinion. Justice James Johnson wrote the dissent. The complete ruling is available at: http://www.courts.wa.gov/opinions/?fa=opinions.opindisp&docid=756414MAJ ♦

RCW 17.28.010
Definitions.

When used in this chapter, the following terms, words or phrases shall have the following meaning:

(1) "District" means any mosquito control district formed pursuant to this chapter.

(2) "Board" or "district board" means the board of trustees governing the district.

(3) "County commissioners" means the governing body of the county.

(4) "Unit" means all unincorporated territory in a proposed district in one county, regarded as an entity, or each city in a proposed district, likewise regarded as an entity.

(5) "Territory" means any city or county or portion of either or both city or county having a population of not less than one hundred persons.

(6) "Person" means any individual, firm, partnership, corporation, company, association, or joint stock association, and the legal successor thereof.

[1957 c 153 § 1.]

RCW 17.28.020
Districts may be organized in counties — Petition, presentment, signatures.

Any number of units of a territory within the state of Washington in Adams, Benton, Franklin, Grant, Kittitas, Walla Walla and Yakima counties or any other county may be organized as a mosquito control district under the provisions of this chapter.

A petition to form a district may consist of any number of separate instruments which shall be presented at a regular meeting of the county commissioners of the county in which the greater area of the proposed district is located. Petitions shall be signed by registered voters of each unit of the proposed district, equal in number to not less than ten percent of the votes cast in each unit respectively for the office of governor at the last gubernatorial election prior to the time of presenting the petition.

[1969 c 96 § 1; 1957 c 153 § 2.]

RCW 17.28.030
Petition method — Description of boundaries — Verification of signatures — Resolution to include city.

Before a city can be included as a part of the proposed district its governing body shall have requested that the city be included by resolution, duly authenticated.

The petition shall set forth and describe the boundaries of the proposed district and it shall request that it be organized as a mosquito control district. Upon receipt of such a petition, the auditor of the county in which the greater area of the proposed district is located shall be charged with the responsibility of examining the same and certifying to the sufficiency of the signatures thereon. For the purpose of examining the signatures on such petitions, the auditor shall be permitted access to the voters' registration books of each city and county located in the proposed district and may appoint the respective county auditors and city clerks thereof as his deputies. No person may withdraw his name from a petition after it has been filed with the auditor. Within thirty days following the receipt of such petition, the auditor shall transmit the same to the board of commissioners of the county in which the greater area of the proposed district is located, together with his certificate as to the sufficiency thereof.

[1957 c 153 § 3.]

RCW 17.28.040
Petition method — Publication of petition and notice of meeting.

Upon receipt of a duly certified petition, the board of commissioners shall cause the text of the petition to be published once a week for at least three consecutive weeks in one or more newspapers of general circulation within the county where the petition is presented and at each city a portion of which is included in the proposed district. If any portion of the proposed district lies in another county, the petition and notice shall be likewise published in that county.

Only one copy of the petition need be published even though the district embraces more than one unit. No more than five of the names attached to the petition need appear in the publication of the petition and notice, but the number of signers shall be stated.

With the publication of the petition there shall be published a notice of the time of the meeting of the county commissioners when the petition will be considered, stating that all persons interested may appear and be heard.

[1957 c 153 § 4.]

RCW 17.28.050
Resolution method.

Such districts may also be organized upon the adoption by the county commissioners of a resolution of intention so to do, in lieu of the procedure hereinbefore provided for the presentation of petitions. In the event the county commissioners adopt a resolution of intention, such resolution shall describe the boundaries of the proposed district and shall set a time and place at which they will consider the organization of the district, and shall state that all persons interested may appear and be heard. Such resolution of intention shall be published in the same manner and for the same length of time as a petition.

[1957 c 153 § 5.]

RCW 17.28.060
Hearing — Defective petition — Establishment of boundaries.

At the time stated in the notice of the filing of the petition or the time mentioned in the resolution of intention, the county commissioners shall consider the organization of the district and hear those appearing and all protests and objections to it. The commissioners may adjourn the hearing from time to time, not exceeding two months in all.

No defect in the contents of the petition or in the title to or form of the notice or signatures, or lack of signatures thereto, shall vitiate any proceedings if the petition has a sufficient number of qualified signatures.

On the final hearing the county commissioners shall make such changes in the proposed boundaries as are advisable, and shall define and establish the boundaries.

[1957 c 153 § 6.]

RCW 17.28.070
Procedure to include other territory.

If the county commissioners deem it proper to include any territory not proposed for inclusion within the proposed boundaries, they shall first cause notice of intention to do so to be mailed to each owner of land in the territory whose name appears as owner on the last completed assessment roll of the county in which the territory lies, addressed to the owner at his address given on the assessment roll, or if no address is given, to his last known address; or if it is not known, at the county seat of the county in which his land lies. The notice shall describe the territory and shall fix a time, not less than two weeks from the date of mailing, when all persons interested may appear before the county commissioners and be heard.

The boundaries of a district lying in a city shall not be altered unless the governing board of the city, by resolution, consents to the alteration.

[1957 c 153 § 7.]

RCW 17.28.080
Determination of public necessity and compliance with chapter.

Upon the hearing of the petition the county commissioners shall determine whether the public necessity or welfare of the proposed territory and of its inhabitants requires the formation of the district, and shall also determine whether the petition complies with the provisions of this chapter, and for that purpose shall hear all competent and relevant testimony offered.

[1957 c 153 § 8.]

RCW 17.28.090
Declaration establishing and naming district — Election to form district — Establishment of district.

If, from the testimony given before the county commissioners, it appears to that board that the public necessity or welfare requires the formation of the district, it shall, by an order entered on its minutes, declare that to be its finding, and shall further declare and order that the territory within the boundaries so fixed and determined be organized as a district, under an appropriate name to be selected by the county commissioners, subject to approval of the voters of the district as hereinafter provided. The name shall contain the words "mosquito control district."

At the time of the declaration establishing and naming the district, the county commissioners shall by resolution call a special election to be held not less than thirty days and not more than sixty days from the date thereof, and shall cause to be published a notice of such election at least once a week for three consecutive weeks in a newspaper of general circulation in the county, setting forth the hours during which the polls will be open, the boundaries of the proposed district as finally adopted, and the object of the election. If any portion of the proposed district lies in another county, a notice of such election shall likewise be published in that county.

The election on the formation of the mosquito control district shall be conducted by the auditor of the county in which the greater area of the proposed district is located in accordance with the general election laws of the state and the results thereof shall be canvassed by that county's canvassing board. For the purpose of conducting an election under this section, the auditor of the county in which the greater area of the proposed district is located may appoint the auditor of any county or the city clerk of any city lying wholly or partially within the proposed district as his deputies. No person shall be entitled to vote at such election unless he is a qualified voter under the laws of the state in effect at the time of such election and has resided within the mosquito control district for at least thirty days preceding the date of the election. The ballot proposition shall be in substantially the following form:

"Shall a mosquito control district be established for the area described in a resolution of the board of commissioners of . . . . . county adopted on the . . . . day of . . . . . , 19. . . ?

YES . . . . . ☐

NO . . . . . ☐ "

If a majority of the persons voting on the proposition shall vote in favor thereof, the mosquito control district shall thereupon be established and the county commissioners of the county in which the greater area of the district is situated shall immediately file for record in the office of the county auditor of each county in which any portion of the land embraced in the district is situated, and shall also forward to the county commissioners of each of the other counties, if any, in which any portion of the district is situated, and also shall file with the secretary of state, a certified copy of the order of the county commissioners. From and after the date of the filing of the certified copy with the secretary of state, the district named therein is organized as a district, with all the rights, privileges, and powers set forth in this chapter, or necessarily incident thereto.

If a majority of the persons voting on the proposition shall vote in favor thereof, all expenses of the election shall be paid by the mosquito control district when organized. If the proposition fails to receive a majority of votes in favor, the expenses of the election shall be borne by the respective counties in which the district is located in proportion to the number of votes cast in said counties.

[1957 c 153 § 9.]

RCW 17.28.100
Election on proposition to levy tax.

At the same election there shall be submitted to the voters residing within the district, for their approval or rejection, a proposition authorizing the mosquito control district, if formed, to levy at the earliest time permitted by law on all taxable property located within the mosquito control district a general tax, for one year, of up to twenty-five cents per thousand dollars of assessed value in excess of any constitutional or statutory limitation for authorized purposes of the mosquito control district. The proposition shall be expressed on the ballots in substantially the following form:

"ONE YEAR . . . . . CENTS PER THOUSAND

DOLLARS OF ASSESSED VALUE LEVY

Shall the mosquito control district, if formed, levy a general tax of . . . . . cents per thousand dollars of assessed value for one year upon all the taxable property within said district in excess of the constitutional and/or statutory tax limits for authorized purposes of the district?

YES . . . . . ☐

NO . . . . . ☐ "

Such proposition to be effective must be approved by a majority of at least three-fifths of the persons voting on the proposition to levy such tax in the manner set forth in Article VII, section 2(a) of the Constitution of this state, as amended by Amendment 59 and as thereafter amended.

[1982 c 217 § 1; 1973 1st ex.s. c 195 § 2; 1957 c 153 § 10.]

Notes:

Severability -- Effective dates and termination dates -- Construction -- 1973 1st ex.s. c 195: See notes following RCW 84.52.043.

RCW 17.28.110
Board of trustees — Composition.

Within thirty days after the filing with the secretary of state of the certified copy of the order of formation, a governing board of trustees for the district shall be appointed. The district board shall be appointed as follows:

(1) If the district is situated in one county only and consists wholly of unincorporated territory, five members shall be appointed by the county commissioners of the county.

(2) If the district is situated entirely in one county and includes both incorporated and unincorporated territory one member shall be appointed from each commissioner district lying wholly or partly within the district by the county commissioners of the county, and one member from each city, the whole or part of which is situated in the district, by the governing body of the city; but if the district board created consists of less than five members, the county commissioners shall appoint from the district at large enough additional members to make a board of five members.

(3) If the district is situated in two or more counties and is comprised wholly of incorporated territory, one member shall be appointed from each commissioner district of each county or portion of a county situated in the district by the county commissioners; but if the district board created consists of less than five members, the county commissioners of the county in which the greater area of the district is situated shall appoint from the district at large enough additional members to make a board of five members.

(4) If the district is situated in two or more counties and consists of both incorporated and unincorporated territory, one member shall be appointed by the county commissioners of each of the counties from that portion of the district lying within each commissioner district within its jurisdiction; and one member from each city, a portion of which is situated in the district by the governing body of the city; but if the board created consists of less than five members, the county commissioners in which the greater area of the district is situated shall appoint from the district at large enough additional members to make a board of five members.

[1959 c 64 § 1; 1957 c 153 § 11.]

RCW 17.28.120
Board of trustees — Name of board — Qualification of members.

The district board shall be called "The board of trustees of . . . . . mosquito control district."

Each member of the board appointed by the governing body of a city shall be an elector of the city from which he is appointed and a resident of that portion of the city which is in the district.

Each member appointed from a county or portion of a county shall be an elector of the county and a resident of that portion of the county which is in the district.

Each member appointed at large shall be an elector of the district.

[1957 c 153 § 12.]

RCW 17.28.130
Board of trustees — Terms — Vacancies.

The members of the first board in any district shall classify themselves by lot at their first meeting so that:

(1) If the total membership is an even number, the terms of one-half the members will expire at the end of one year, and the terms of the remainder at the end of two years, from the second day of the calendar year next succeeding their appointment.

(2) If the total membership is an odd number, the terms of a bare majority of the members will expire at the end of one year, and the terms of the remainder at the end of two years, from the second day of the calendar year next succeeding their appointment.

The term of each subsequent member is two years from and after the expiration of the term of his predecessor.

In event of the resignation, death, or disability of any member, his successor shall be appointed by the governing body which appointed him.

[1957 c 153 § 13.]

RCW 17.28.140
Board of trustees — Organization — Officers — Compensation — Expenses.

The members of the first district board shall meet on the first Monday subsequent to thirty days after the filing with the secretary of state of the certificate of incorporation of the district. They shall organize by the election of one of their members as president and one as secretary.

The members of the district board shall serve without compensation; but the necessary expenses of each member for actual traveling in connection with meetings or business of the board may be allowed and paid.

The secretary shall receive such compensation as shall be fixed by the district board.

[1957 c 153 § 14.]

RCW 17.28.150
Board of trustees — Meetings — Rules — Quorum.

The district board shall provide for the time and place of holding its regular meetings, and the manner of calling them, and shall establish rules for its proceedings.

Special meetings may be called by three members, notice of which shall be given to each member at least twenty-four hours before the meeting.

All of its sessions, whether regular or special, shall be open to the public.

A majority of the members shall constitute a quorum for the transaction of business.

[1957 c 153 § 15.]

RCW 17.28.160
Powers of district.

A mosquito control district organized under this chapter may:

(1) Take all necessary or proper steps for the extermination of mosquitoes.

(2) Subject to the paramount control of the county or city in which they exist, abate as nuisances all stagnant pools of water and other breeding places for mosquitoes.

(3) If necessary or proper, in the furtherance of the objects of this chapter, build, construct, repair, and maintain necessary dikes, levees, cuts, canals, or ditches upon any land, and acquire by purchase, condemnation, or by other lawful means, in the name of the district, any lands, rights-of-way, easements, property, or material necessary for any of those purposes.

(4) Make contracts to indemnify or compensate any owner of land or other property for any injury or damage necessarily caused by the use or taking of property for dikes, levees, cuts, canals, or ditches.

(5) Enter upon without hindrance any lands within the district for the purpose of inspection to ascertain whether breeding places of mosquitoes exist upon such lands; or to abate public nuisances in accordance with this chapter; or to ascertain if notices to abate the breeding of mosquitoes upon such lands have been complied with; or to treat with oil or other larvicidal material any breeding places of mosquitoes upon such lands.

(6) Sell or lease any land, rights-of-way, easements, property or material acquired by the district.

(7) Issue warrants payable at the time stated therein to evidence the obligation to repay money borrowed or any other obligation incurred by the district, warrants so issued to draw interest at a rate fixed by the board payable annually or semiannually as the board may prescribe.

(8) Make contracts with the United States, or any state, municipality, or any department of those entities for carrying out the general purpose for which the district is formed.

(9) Acquire by gift, devise, bequest, lease, or purchase, real and personal property necessary or convenient for its purposes.

(10) Make contracts, employ engineers, health officers, sanitarians, physicians, laboratory personnel, attorneys, and other technical or professional assistants; and publish information or literature and do any and all other things necessary or incident to the powers granted by, and to carry out the projects specified in this chapter.

[1981 c 156 § 1; 1957 c 153 § 16.]

RCW 17.28.170
Mosquito breeding places declared public nuisance — Abatement.

Any breeding place for mosquitoes which exists by reason of any use made of the land on which it is found or of any artificial change in its natural condition is a public nuisance: PROVIDED, That conditions or usage of land which are beyond the control of the landowner or are not contrary to normal, accepted practices of water usage in the district, shall not be considered a public nuisance.

The nuisance may be abated in any action or proceeding, or by any remedy provided by law.

[1959 c 64 § 2; 1957 c 153 § 17.]

RCW 17.28.175
Control of mosquitos — Declaration that owner is responsible.

A board established pursuant to RCW 17.28.110 may adopt, by resolution, a policy declaring that the control of mosquitos within the district is the responsibility of the owner of the land from which the mosquitos originate. To protect the public health or welfare, the board may, in accordance with policies and standards established by the board following a public hearing, adopt a regulation requiring owners of land within the district to perform such acts as may be necessary to control mosquitos.

[1990 c 300 § 2.]

RCW 17.28.185
Control of mosquitos — Noncompliance by landowner with regulations.

(1) Whenever the board finds that the owner has not taken prompt and sufficient action to comply with regulations adopted pursuant to RCW 17.28.175 to control mosquitos originating from the owner's land, the board shall notify the owner that a violation of this chapter exists. The notice shall be in writing and sent by certified mail, or served by personal service. The notice shall provide a reasonable time period for action to be taken to control mosquitos. If the board deems that a public nuisance or threat to public health or welfare caused by the mosquito infestation is sufficiently severe, it may require immediate control action to be taken within forty-eight hours following the time that notification is reasonably expected to have been received by the owner or agent by certified mail or personal service.

(2) If the owner does not take sufficient action to control mosquitos in accordance with the notice, the board may control them, or cause their being controlled, at the expense of the owner. The amount of such expense shall constitute a lien against the property and may be enforced by proceedings on such lien. The owner shall be liable for payment of the expenses, and nothing in this chapter shall be construed to prevent collection of any judgment on account thereof by any means available pursuant to law, in substitution for enforcement of the lien. Necessary costs and expenses, including reasonable attorneys' fees, incurred by the board in carrying out this section, may be recovered at the same time, as a part of the action filed under this section. The venue in proceedings for reimbursement of expenses brought pursuant to this section, including those involving governmental entities, shall be the county in which the real property that is the subject of the action is situated.

[1990 c 300 § 3.]

RCW 17.28.250
Interference with entry or work of district — Penalty.

Any person who obstructs, hinders, or interferes with the entry upon any land within the district of any officer or employee of the district in the performance of his duty, and any person who obstructs, interferes with, molests, or damages any work performed by the district, is guilty of a misdemeanor.

[1957 c 153 § 25.]

RCW 17.28.251
Borrowing money or issuing warrants in anticipation of revenue.

A mosquito control district may, prior to the receipt of taxes raised by levy, borrow money or issue warrants of the district in anticipation of revenue, and such warrants shall be redeemed from the first money available from such taxes.

[1959 c 64 § 3.]

RCW 17.28.252
Excess levy authorized.

A mosquito control district shall have the power to levy additional taxes in excess of the constitutional and/or statutory limitations for any of the authorized purposes of such district, not in excess of fifty cents per thousand dollars of assessed value per year when authorized so to do by the electors of such district by a three-fifths majority of those voting on the proposition in the manner set forth in Article VII, section 2(a) of the Constitution of this state, as amended by Amendment 59 and as thereafter amended at such time as may be fixed by the board of trustees for the district, which special election may be called by the board of trustees of the district, at which special election the proposition of authorizing such excess levy shall be submitted in such form as to enable the voters favoring the proposition to vote "Yes" and those opposing thereto to vote "No". Nothing herein shall be construed to prevent holding the foregoing special election at the same time as that fixed for a general election.

[1973 1st ex.s. c 195 § 3; 1959 c 64 § 4.]

Notes:

Severability -- Effective dates and termination dates -- Construction -- 1973 1st ex.s. c 195: See notes following RCW 84.52.043.

RCW 17.28.253
District boundaries for tax purposes.

For the purpose of property taxation and the levying of property taxes the boundaries of the mosquito control district shall be the established official boundary of such district existing on the first day of September of the year in which the levy is made, and no such levy shall be made for any mosquito control district whose boundaries are not duly established on the first day of September of such year.

[1959 c 64 § 5.]

RCW 17.28.254
Abatement, extermination declared necessity and benefit to land.

It is hereby declared that whenever the public necessity or welfare has required the formation of a mosquito control district, the abatement or extermination of mosquitoes within the district is of direct, economic benefit to the land located within such district and is necessary for the protection of the public health, safety and welfare of those residing therein.

[1959 c 64 § 6.]

RCW 17.28.255
Classification of property — Assessments.

The board of trustees shall annually determine the amount of money necessary to carry on the operations of the district and shall classify the property therein in proportion to the benefits to be derived from the operations of the district and in accordance with such classification shall apportion and assess the several lots, blocks, tracts, and parcels of land or other property within the district, which assessment shall be collected with the general taxes of the county or counties. A mosquito control district must use the assessed value applicable to forest land, farm and agricultural land, or open space land, under chapter 84.33 or 84.34 RCW, when the land has been designated as such and the assessed value is used as a component in determining the district assessment. If a district uses a fractional amount of assessed value as a component in determining the district assessment, then a fractional amount of the value applicable to forest land, farm and agricultural land, or open space land, under chapter 84.33 or 84.34 RCW, shall be used.

[2005 c 181 § 2; 1959 c 64 § 7.]

RCW 17.28.256
Assessments — Roll, hearings, notices, objections, appeal, etc.

The board of trustees in assessing the property within the district and the rights, duties and liabilities of property owners therein shall be governed, insofar as is consistent with this chapter, by the provisions for county road improvement districts as set forth in RCW 36.88.090 through 36.88.110.

[1959 c 64 § 8.]

RCW 17.28.257
Assessments — Payment, lien, delinquencies, foreclosure, etc.

The provisions of RCW 36.88.120, 36.88.140, 36.88.150, 36.88.170 and 36.88.180 governing the liens, collection, payment of assessments, delinquent assessments, interest and penalties, lien foreclosure and foreclosed property of county road improvement districts shall govern such matters as applied to mosquito control districts.

[1959 c 64 § 9.]

RCW 17.28.258
County treasurer — Duties.

The county treasurer shall collect all mosquito control district assessments, and the duties and responsibilities herein imposed upon him shall be among the duties and responsibilities of his office for which his bond is given as county treasurer. The collection and disposition of revenue from such assessments and the depositary thereof shall be the same as for tax revenues of such districts as provided in RCW 17.28.270.

[1959 c 64 § 10.]

RCW 17.28.260
General obligation bonds — Excess property tax levies.

A mosquito control district shall have the power to issue general obligation bonds and to pledge the full faith and credit of the district to the payment thereof, for authorized capital purposes of the mosquito control district, and to provide for the retirement thereof by excess property tax levies whenever a proposition authorizing both the issuance of such bonds and the imposition of such excess levies has been approved by the voters of the district, at an election held pursuant to RCW 39.36.050, by three-fifths of the persons voting on said proposition at said election at which such election the total number of persons voting on such bond proposition shall constitute not less than forty percent of the total number of votes cast within the area of said mosquito control district at the last preceding county or state general election. Mosquito control districts may become indebted for capital purposes up to an amount equal to one and one-fourth percent of the value of the taxable property in the district, as the term "value of the taxable property" is defined in RCW 39.36.015.

Such bonds shall never be issued to run for a longer period than ten years from the date of issue and shall be issued and sold in accordance with chapter 39.46 RCW.

[1984 c 186 § 5; 1983 c 167 § 18; 1973 1st ex.s. c 195 § 4; 1970 ex.s. c 56 § 5; 1969 ex.s. c 232 § 65; 1957 c 153 § 26.]

Notes:

Purpose -- 1984 c 186: See note following RCW 39.46.110.

Liberal construction -- Severability -- 1983 c 167: See RCW 39.46.010 and note following.

Severability -- Effective dates and termination dates -- Construction -- 1973 1st ex.s. c 195: See notes following RCW 84.52.043.

Purpose -- 1970 ex.s. c 56: See note following RCW 39.52.020.

Validation -- Saving -- Severability -- 1969 ex.s. c 232: See notes following RCW 39.52.020.

RCW 17.28.270
Collection, disposition, of revenue — Depository.

All taxes levied under this chapter shall be computed and entered on the county assessment roll and collected at the same time and in the same manner as other county taxes. When collected, the taxes shall be paid into the county treasury for the use of the district.

If the district is in more than one county the treasury of the county in which the district is organized is the depository of all funds of the district.

The treasurers of the other counties shall, at any time, not oftener than twice each year, upon the order of the district board settle with the district board and pay over to the treasurer of the county where the district is organized all money in their possession belonging to the district. The last named treasurer shall give a receipt for the money and place it to the credit of the district.

[1957 c 153 § 27.]

RCW 17.28.280
Withdrawal of funds.

The funds shall only be withdrawn from the county treasury depository upon the warrant of the district board signed by its president or acting president, and countersigned by its secretary.

[1957 c 153 § 28.]

RCW 17.28.290
Matching funds.

Any part or all of the taxes collected for use of the district may be used for matching funds made available to the district by county, state, or federal governmental agencies.

[1957 c 153 § 29.]

Inside the Legislature

* Find Your Legislator
* Visiting the Legislature
* Agendas, Schedules and Calendars
* Bill Information
* Laws and Agency Rules
* Legislative Committees
* Legislative Agencies
* Legislative Information Center
* E-mail Notifications (Listserv)
* Students' Page
* History of the State Legislature

Outside the Legislature

* Congress - the Other Washington
* TV Washington
* Washington Courts
* OFM Fiscal Note Website

Access Washington
Official State Government Website

online voter registration

RCW 17.28.300
Expenses of special elections.

All expenses of any special election conducted pursuant to the provisions of this chapter sha mosquito control district.

[1957 c 153 § 30.]

RCW 17.28.310
Annual certification of assessed valuation.

It shall be the duty of the assessor of each county lying wholly or partially within the district to certify annually to the board the aggregate assessed valuation of all taxable property in his county situated in any mosquito control district as the same appears from the last assessment roll of his county.

[1957 c 153 § 31.]

RCW 17.28.320
Annexation of territory authorized — Consent by city.

Any territory contiguous to a district may be annexed to the district.

If the territory to be annexed is in a city, consent to the annexation shall first be obtained from the governing body of the city. An authenticated copy of the resolution or order of that body consenting to the annexation shall be attached to the annexation petition.

[1957 c 153 § 32.]

RCW 17.28.330
Annexation of territory authorized — Petition — Hearing — Boundaries.

The district board, upon receiving a written petition for annexation containing a description of the territory sought to be annexed, signed by registered voters in said territory equal in number to at least ten percent of the number of votes cast in the territory for the office of governor at the last gubernatorial election prior to the time the petition is presented, shall set the petition for hearing. It shall publish notice of the hearing along with a copy of the petition, stating the time and place set for the hearing, in each county in which any part of the district or of the territory is situated, and in each city situated wholly or in part in the territory. Not more than five of the names attached to the petition need appear in the publication, but the number of signers shall be stated.

At the time set for the hearing the district board shall hear persons appearing in behalf of the petition and all protests and objections to it. The district board may adjourn the hearing from time to time, but not exceeding two months in all.

On the final hearing the district board shall make such changes as it believes advisable in the boundaries of the territory, and shall define and establish the boundaries. It shall also determine whether the petition meets the requirements of this chapter.

[1957 c 153 § 33.]

RCW 17.28.340
Annexation of territory authorized — Order of annexation — Election.

If upon the hearing the district board finds that the petition and the proceedings thereon meet the requirements of this chapter and that it is desirable and to the interests of the district and of the territory proposed to be annexed that the territory, with boundaries as fixed and determined by the district board, or any portion of it, should be annexed to the district, the board shall order the boundaries of the district changed to include the territory, or portion of the territory, subject to approval of the electors of the territory proposed to be annexed. The election to be conducted and the returns canvassed and declared insofar as is practicable in accordance with the requirements of this chapter for the formation of a district. The expenses of such election shall be borne by the mosquito control district regardless of the outcome of the election.

The order of annexation shall describe the boundaries of the annexed territory and that portion of the boundary of the district which coincides with any boundary of the territory. If necessary in making this order, the board may have any portion of the boundaries surveyed.

If more than one petition for the annexation of the territory has been presented, the district board may in one order include in the district any number of separate territories.

[1957 c 153 § 34.]

RCW 17.28.350
Annexation of territory authorized — Filing of order — Composition of board.

The order of annexation shall be entered in the minutes of the board and certified copies shall be filed with the secretary of state and with the county clerk and county auditor of each county in which the district or any part of it is situated.

From and after the date of the filing and recording of the certified copies of the order, the territory described in the order is a part of the district, with all the rights, privileges, and powers set forth in this act and those necessarily incident thereto.

After the annexation of territory to a district, the district board shall consist of the number of members and shall be appointed in the manner prescribed by this chapter for a district formed originally with boundaries embracing the annexed territory. However, the members of the district board in office at the time of the annexation shall continue to serve as members during the remainder of the terms for which they were appointed.

[1957 c 153 § 35.]

RCW 17.28.360
Consolidation of districts — Initial proceedings.

Whenever in the judgment of the district board it is for the best interests of the district that it be consolidated with one or more other districts, it may, by a two-thirds vote of its members, adopt a resolution reciting that fact and declaring the advisability of such consolidation and the willingness of the board to consolidate. The resolution shall be sent to the board of each district with which consolidation is proposed.

The board of each district to which a proposal of consolidation is sent shall consider said proposal and give notice of its decision to the proposing board.

[1957 c 153 § 36.]

RCW 17.28.370
Consolidation of districts — Concurrent resolution.

Should it appear that two-thirds of the members of each of the boards of districts proposed to be consolidated favor consolidation each of said boards shall then, by a vote of not less than two-thirds of its members adopt a concurrent resolution in favor of consolidation, declaring its willingness to consolidate, specifying a name for the consolidated district. Immediately upon the adoption of said concurrent resolution a copy of same signed by not less than two-thirds of the members of each board shall be forwarded to the county commissioners of the county in which all of or a major portion of the land of all, the districts consolidated are situated.

[1957 c 153 § 37.]

RCW 17.28.380
Consolidation of districts — Election.

When the concurrent resolution for consolidation has been adopted, each board of the districts proposed for consolidation shall forthwith call a special election in its district in which shall be presented to the electors of the districts the question whether the consolidation shall be effected.

The election shall be conducted and the returns canvassed and declared insofar as is practicable in accordance with the requirements of this chapter for the formation of a district.

The board of each district shall declare the returns of the election in its district, and shall certify the results to the county commissioners of the county in which all the districts, or the major portion of the land of all the districts, are situated.

[1957 c 153 § 38.]

RCW 17.28.390
Consolidation of districts — Order of consolidation.

Should not less than two-thirds of the votes of each of the respective districts proposed to be consolidated favor consolidation the county commissioners shall immediately:

(1) Enter an order on its minutes consolidating all of the districts proposed for consolidation into one district with name as specified in the concurrent resolution.

(2) Transmit a certified copy of the order to the county commissioners of any other county in which any portion of the consolidated district is situated.

(3) Record a copy in the office of the county auditor of each of the counties in which any portion of the consolidated district is situated.

(4) File a copy in the office of the secretary of state.

After the transmission, recording and filing of the order, the territory in the districts entering into the consolidation proposal forms a single consolidated district.

[1957 c 153 § 39.]

RCW 17.28.400
Consolidation of districts — Composition of board.

After the consolidation, the board of the consolidated district shall consist of the number and shall be appointed in the manner prescribed by this chapter for a district originally formed.

The terms of the members of the district boards of the several districts consolidated who are in office at the time of consolidation shall terminate at the time the consolidation becomes effective.

[1957 c 153 § 40.]

RCW 17.28.420
Dissolution — Election.

The district may at any time be dissolved upon the vote of two-thirds of the qualified electors in the district at a special election called by the district board upon the question. The question shall be submitted as, "Shall the district be dissolved?", or words to that effect.

Notice of the election shall be published at least once a week for at least four weeks prior to the date of the election in a newspaper of general circulation in each county of the district.

[1957 c 153 § 42.]

RCW 17.28.430
Dissolution — Result of election to be certified — Certificate of dissolution.

Should two-thirds or more of the votes at the election favor dissolution the district board shall certify that fact to the secretary of state. Upon receipt of such certification the secretary of state shall issue his certificate reciting that the district (naming it) has been dissolved, and shall transmit to and file a copy with the county clerk of each county in which any portion of the district is situated.

After the date of the certificate of the secretary of state, the district is dissolved.

[1957 c 153 § 43.]

RCW 17.28.440
Dissolution — Disposition of property.

If the district at the time of dissolution was wholly within unincorporated territory in one county, its property vests in that county.

If the district at the time of dissolution was situated wholly within the boundaries of a single city, its property vests in that city.

If the district at the time of dissolution comprised only unincorporated territory in two or more counties, its property vests in those counties in proportion to the assessed value of each county's property within the boundaries of the district as shown on the last equalized county assessment roll.

If the district at the time of dissolution comprised both incorporated and unincorporated territory, its property vests in each unit in proportion as its assessed property value lies within the boundaries of the district: PROVIDED, HOWEVER, That any real property, easements, or rights-of-way vest in the city in which they are situated or in the county in which they are situated.

[1957 c 153 § 44.]

RCW 17.28.450
Dissolution — Collection of taxes to discharge indebtedness.

If, at the time of election to dissolve, a district has outstanding any indebtedness, the vote to dissolve the district dissolves it for all purposes except the levy and collection of taxes for the payment of the indebtedness, and expenses of assessing, levying, and collecting such taxes.

Until the indebtedness is paid, the county commissioners of the county in which the greater portion of the district was situated shall act as the ex officio district board and shall levy taxes and perform such functions as may be necessary in order to pay the indebtedness.

[1957 c 153 § 45.]

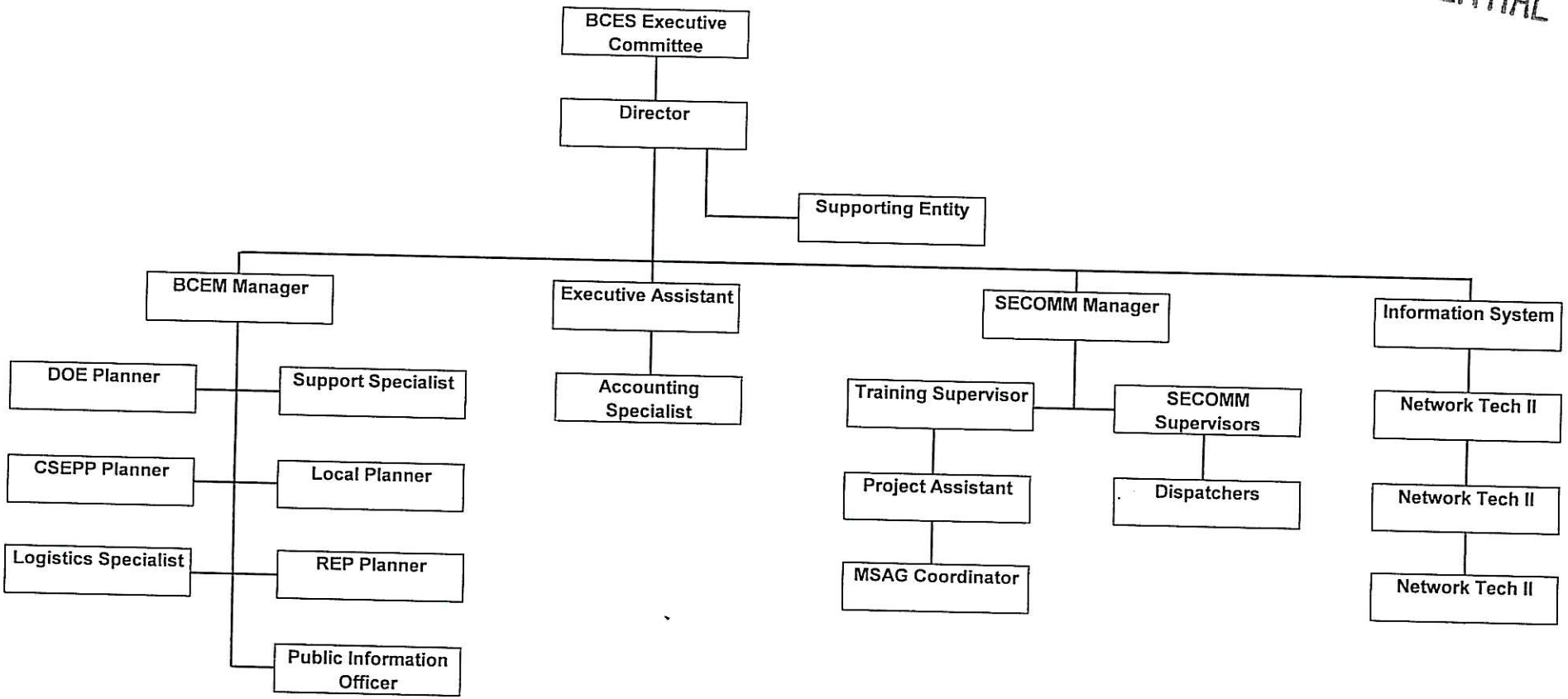
RCW 17.28.900
Severability — 1957 c 153.

If any part, or parts, of this chapter shall be held unconstitutional, the remaining provisions shall be given full force and effect, as completely as if the part held unconstitutional had not been included therein, if any such remaining part can then be administered in furtherance of the purposes of this chapter.

[1957 c 153 § 46.]

BENTON COUNTY EMERGENCY SERVICES
SECOMM EMERGENCY MANAGEMENT

CONFIDENTIAL



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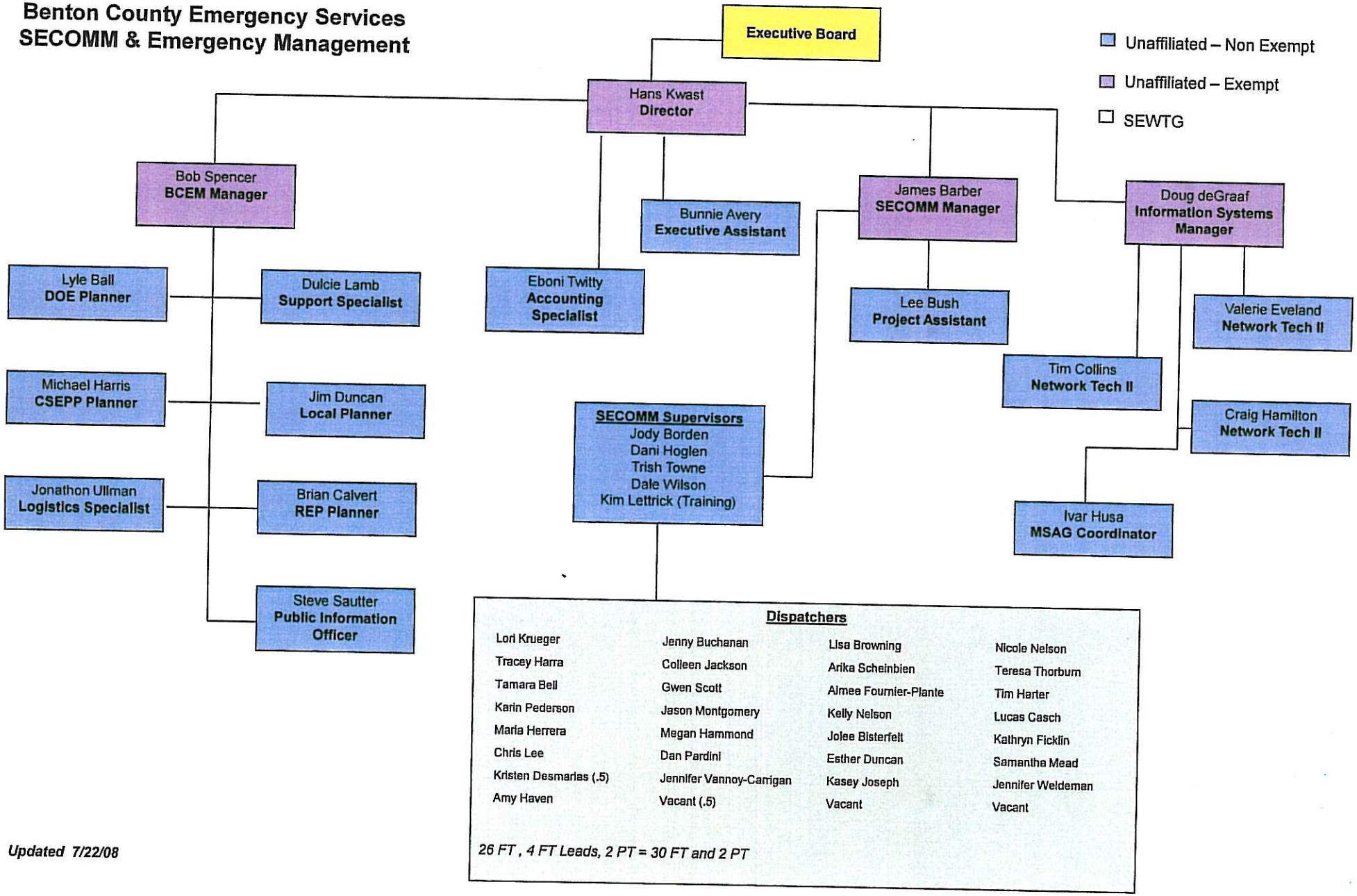
Benton County Emergency Services
SECOMM & Emergency Management



Updated 7/22/08

A bright past - A brilliant future

OPERATING JURISDICTION FOR THE ADMINISTRATION OF BENTON COUNTY EMERGENCY SERVICES (BCES)

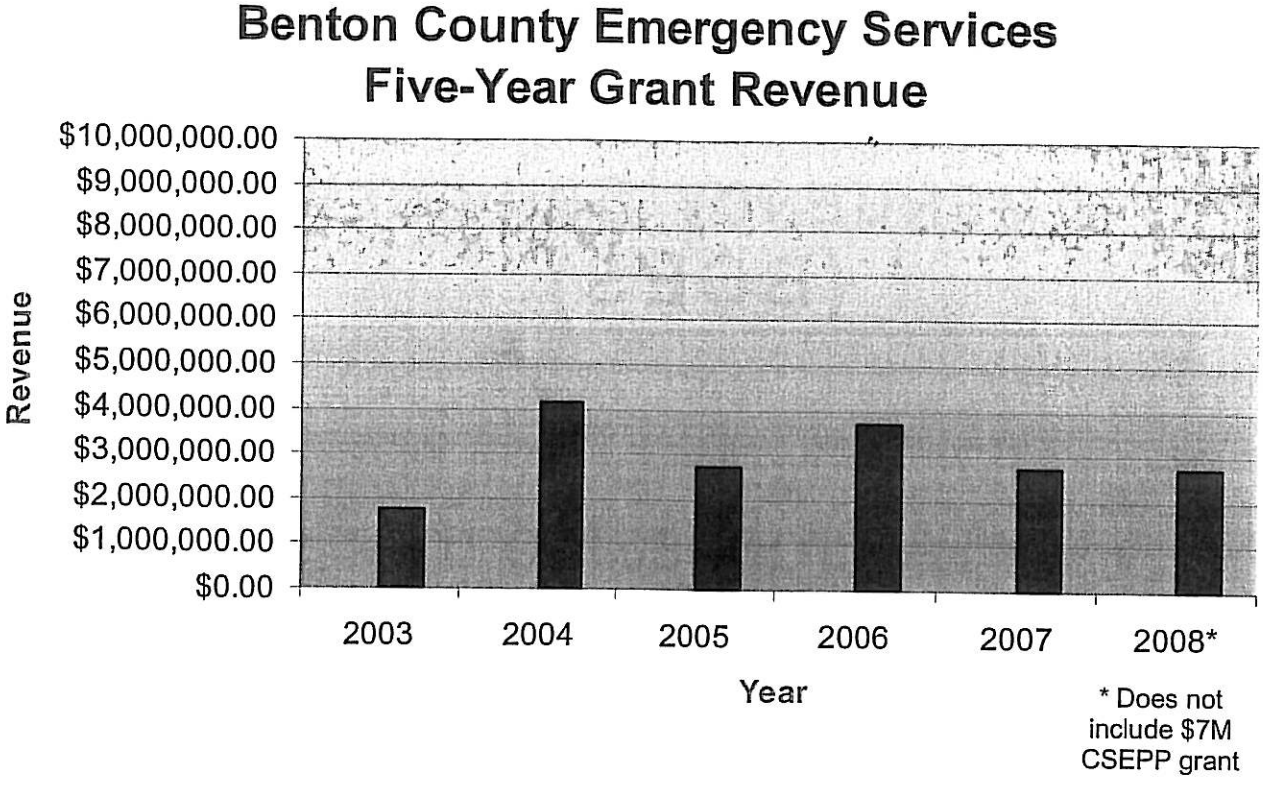
A Proposal to the
BCES Board of Directors
June 19, 2008

Since 1992 the City of Richland has served as the operating jurisdiction per the Interlocal Agreement for Benton County Emergency Services (BCES). Historically the contract term has been five (5) years. At the direction of the BCES Executive Board, the current term was changed to two (2) years and will expire December 31, 2008. The City of Richland is prepared to continue as Administrative Jurisdiction per Section 2(D) of the Agreement and respectfully submits the following proposal.

Current Situation:

A number of issues have arisen that need to be addressed:

- The current administrative jurisdiction is coming off a two year term which has resulted in uncertainty and speculation as to who the new operating agency might be and what potential impacts that might have on the organization
- One or possibly two significant federal grant programs will be eliminated in the next five years
- BCES is neither fully integrated into the City nor fully independent



Solution:

City of Richland to continue as the administrative jurisdiction for a period of five years in order to:

- Establish some assurance of stability and sustained focus within the organization (morale, stabilize labor contracts and impacts, etc.)
- Enable the City of Richland to establish some key support positions within the City structure for BCES programs/projects, such as an accountant, contract management/ purchasing and Human Resource support
  - ◊ Administrative fee is derived from 5% of operating expense excluding capital
    - o City of Richland 2008 Budget amount
    - o SECOMM $213,655
    - o Emergency Management $75,000
      $288,655

Facilitate the development of a plan to identify and prioritize programs impacted by the loss of federal grant funds

- Plan will include the identification of staff positions equipment and programs for reduction, elimination or alternative funding
- The current infrastructure has been established with a large injection of federal grant funds that far exceed the local jurisdictions' ability to sustain it. Sample areas that need to be fully evaluated in the near future include:

  - ◊ Network Infrastructure
  - ◊ Server Infrastructure
  - ◊ PC Infrastructure
  - ◊ Software licensing
  - ◊ Cellular and PDA devices
  - ◊ Training
  - ◊ PBX/Telephony Systems
  - ◊ 800MHz Radio System
  - ◊ Printers/Copiers
  - ◊ T1's, Frame's, Fiber Transports
  - ◊ Video Teleconference Systems
  - ◊ Emergency Operation Center
  - ◊ CAD Systems
  - ◊ Netmotion / VPN Systems

- Realign the organization into two functional areas: Operations and Support (Attachment)

BCES will be treated as a Division within the City of Richland. All rules and processes will be followed as any other City Department

- Management positions can be eliminated or realigned to reflect this change
- BCES will follow all City of Richland business rules including:
  - ◊ Financial accounting and budgeting
  - ◊ Reporting requirements and standards
  - ◊ Purchasing and travel
  - ◊ Hiring and staffing practices
  - ◊ Training
  - ◊ Contracts-Risk Management oversight
    - o Recognize BCES will retain WCIA (3rd party insurance carrier) and subject to separate state audits

Benefits:

The BCES Executive Board will be less involved with the ongoing activities and be in a position to provide more strategic direction to the organization such as:

- Establish clear budget parameters that can be taken to the affected governing bodies for approval
- Review and consider the impacts of changes in the federal funding available to establish priorities for:
    - ◊ Programs
    - ◊ Staffing levels
    - ◊ Staff positions
    - ◊ Equipment replacement such as IT
    - ◊ New projects and programs

Agencies represented on the Board will see a clearer line of accountability and transparency through:

- Consistent budget and accounting documents with fully developed reports and audit controls
- Clear lines of authority and better defined roles and responsibilities of all affected parties

BCES staff will have a stable and well defined place in the City structure because:

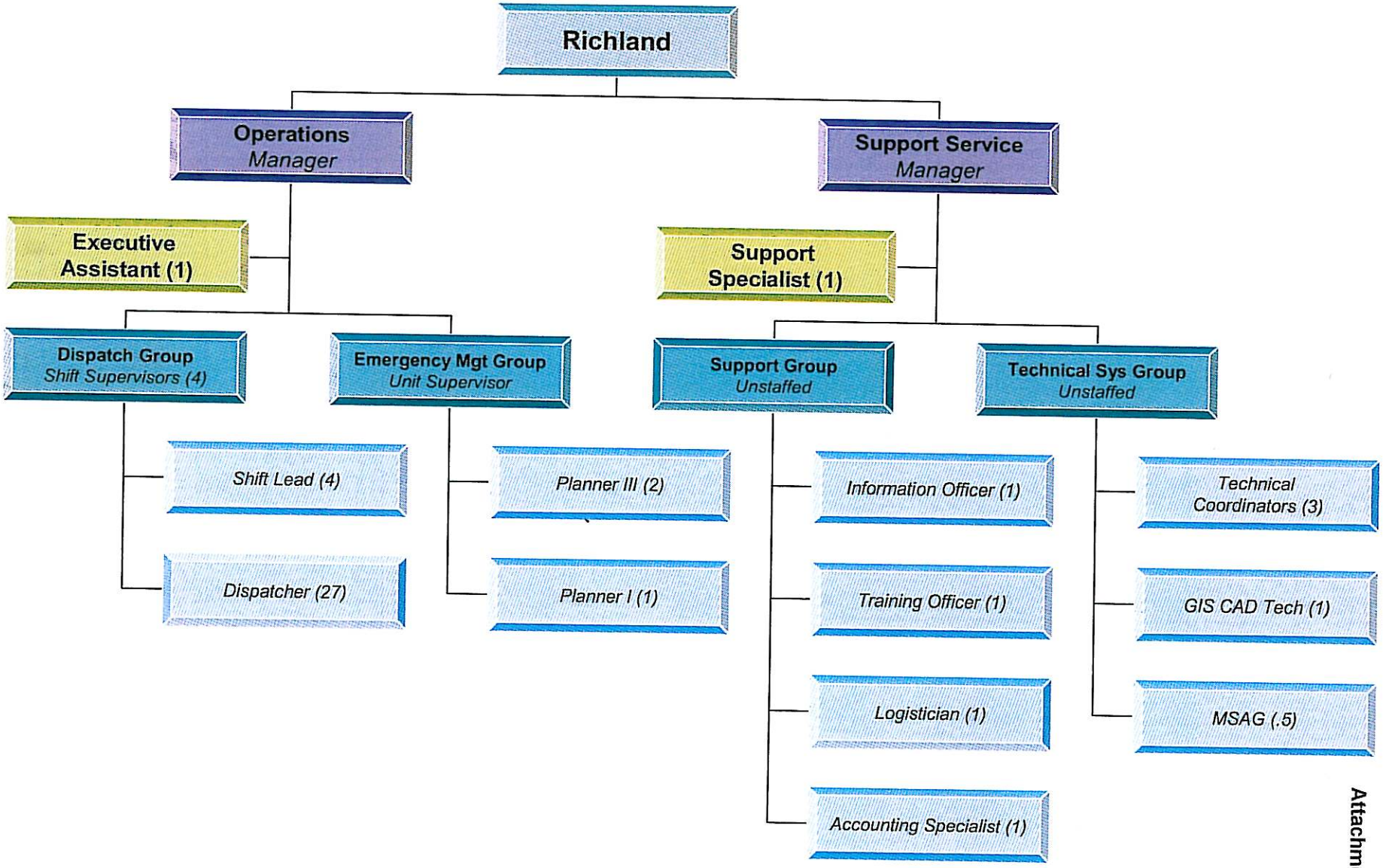
- Management will understand the relationship between City of Richland administrative jurisdiction and the BCES Board
- All staff will be accountable for adhering to City of Richland policies and procedures
- The uncertainty and confusion of neither being fully integrated nor independent will be addressed
- Staff can rely on the stability and consistency of working conditions and benefits
- All staff will be expected to commit to the City of Richland's shared values of Teamwork, Integrity and Excellence

Conclusion:

The City of Richland will be able to administer BCES more efficiently and effectively through

- Clearer understanding of the budget and accounting practices at BCES
- Clearer line of management and oversight
- Clearer recommendation on critical issues that will affect jurisdictions from the BCES Executive Board
- Five-year contract

Benton County Emergency Services



Attachment

RESOLUTION 07 136

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO AN INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES BY AND BETWEEN BENTON COUNTY, WASHINGTON, THE CITIES OF KENNEWICK, RICHLAND, WEST RICHLAND, PROSSER, BENTON CITY, AND BENTON COUNTY FIRE DISTRICTS NOS. 1, 2, AND 4, ALL MUNICIPAL CORPORATIONS; RESCINDING RESOLUTION 06 492

WHEREAS, per Resolution 06 492, the Board of Benton County Commissioners approved the Interlocal Agreement for Benton County Emergency Services by and between Benton County, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, and Benton County Fire Districts Nos. 1, 2, and 4, all municipal corporations; and

WHEREAS, the Board of Benton County Commissioners previously signed Resolution 06 492, but the original interlocal has been misplaced through the execution process requiring a new original to be submitted for signature; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Commissioners hereby approve the Interlocal Agreement for Benton County Emergency Services rescinding Resolution 06 492.

Dated this 12 **day of** March, 2007.

Lee M Bowerman
Chairman of the Board

Claude L Allen
Chairman Pro-Tem

Max E Benitz
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: Carrie McKenzie
Clerk of the Board

Auditor
cc: Emergency Services
file

COPY

2008-015113 AGR
05/27/2008 11:59:48 AM Pages: 16 Fee: $57.00
County Commissioners
Benton County, Benton County Auditor's Office

Return Name and Address:
Benton County Commissioners
PO Box 190
Prosser, WA 99350

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES

(Last name first, first name, middle initials):

1. BENTON COUNTY EMERGENCY SERVICES EXECUTIVE BOARD

Additional names on page_____ of document.

(Last name first, first name, middle initials):

1. BENTON COUNTY
2. CITY OF KENNEWICK
3. CITY OF RICHLAND
4. CITY OF WEST RICHLAND
5. CITY OF PROSSER
6. CITY OF BENTON CITY
7. BENTON COUNTY FIRE DISTRICTS 1, 2, & 4

Additional names on page_____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)
N/A
Additional legal is on page_____ of document.

Reference Number(s) of documents assigned or released:
N/A
Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number:
N/A
Additional parcel numbers on page_____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES

THIS AGREEMENT is made and entered into by and between Benton County, Washington, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, and Benton County Fire District Nos. 1, 2, and 4, all municipal corporations.

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes and allows municipal corporations to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage through the execution of an interlocal cooperative agreement; and,

WHEREAS RCW 38.52.070 authorizes and directs each political subdivision of the State of Washington to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program, and permits the State Director of Emergency Management to authorize two or more political subdivisions to join in the establishment and operation of a local organization for emergency management; and,

WHEREAS, the cities of Kennewick, Richland, West Richland, and Benton County Fire Districts Nos. 1, 2, and 4, and Benton County are desirous of providing a single system for emergency police, medical and fire dispatch service as the most efficient and economical emergency communication and dispatching service for their respective constituents; and,

WHEREAS, Benton County Emergency Services currently exists under the interlocal referenced in section 5, and that the parties to the agreement wish to continue the organization under the terms of this new agreement; and,

WHEREAS, it is the intention of the cities of Kennewick, Richland, West Richland, Prosser, Benton City and Benton County to continue to provide a county-wide operation of emergency management under the terms of this agreement;

NOW THEREFORE: IT IS AGREED, in accordance with the provisions of RCW 39.34 and 38.52 as follows:

1. PURPOSE

It is the purpose of this agreement to provide for the effective and economical operations of Benton County Emergency Services.

2. ORGANIZATION

A. Benton County Emergency Services consists of two divisions, Benton County Emergency Management (BCEM) and Southeast Communications Center (SECOMM).

B. Benton County Emergency Services shall continue its existence under the terms of this agreement effective September 1, 2006, provided this agreement is approved by the existing Benton County Emergency Services Executive Board and the respective jurisdictions that are parties hereto.

C. The organization shall consist of an Executive Board, staff, Strategic Advisory Team, Customer Agency Groups and various committees as created by the Executive Board.

D. An Administrative Jurisdiction shall be designated by the Executive Board. The Administrative Jurisdiction shall serve for a period of five (5) years unless terminated sooner as determined by the Executive Board. The Administrative Jurisdiction shall serve additional five (5) year periods unless it is terminated or withdraws after having provided a minimum of six (6) months notice of intent to withdraw.

The Administrative Jurisdiction shall have full responsibility for the operation of the organization, and shall provide all necessary support for the organization. The Administrative Jurisdiction shall perform its duties pursuant to agreement with Benton County Emergency Services. The Administrative Jurisdiction shall also appoint the Director with the concurrence of the Executive Board.

E. The Executive Board shall be the governing body of Benton County Emergency Services organization, and shall be responsible for overseeing policies, contracts, approval of the annual budget and shall fulfill the legal requirements under RCW 38.52.

The Executive Board shall consist of one representative from the Benton County Commissioner's office, one representative from each of the Cities of Kennewick, Richland, Prosser, West Richland and Benton City and a single representative collectively representing Benton County Fire Districts Nos. 1, 2, and 4.

For voting purposes, Benton County and the cities of Kennewick and Richland shall be allowed two votes each. The remaining participants shall have one vote each with the exception of the Fire Districts which share a single vote. A majority of the number of members of the Executive Board shall be a quorum and a majority of votes shall prevail unless otherwise set forth herein.

The representatives for the cities of Kennewick, Richland, West Richland, and Benton County, and the single Benton County Fire District Representative will vote on items associated with Southeast Communications Center.

The representative for Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City will vote on items associated with Benton County Emergency Management.

For all items not specifically associated with Southeast Communications Center or Benton County Emergency Management, all representatives will vote.

F. The Strategic Advisory Team shall consist of one representative each from Kennewick Fire Department, Kennewick Police Department, Richland Police Department, Richland Fire Department, West Richland Police Department, Benton County Sheriff's Office, Benton County Fire Protection Districts 1, 2, and 4, Benton City, and Prosser. The SAT representative will be the agency Chief or Sheriff and a senior level executive from the cities of Benton City and Prosser.

Working directly with the BCES leadership, the SAT will assist in developing strategies for addressing issues such as, establishing standardized procedures and incorporating changes in technology. To facilitate the policy making role of the Executive Board, it may assign to the SAT certain policy reviews, projects, and tasks.

G. The Customer Agency Group (CAG) shall consist of one representative each from the City of Kennewick Police Department, the City of Richland Police Department, the West Richland Police Department, the City of Prosser Police Department, the Benton County Sheriff's Office, the City of Kennewick Fire Department, the City of Richland Fire Department, the City of Benton City, and Benton County Fire Districts 1, 2, & 4.

H. The Director, under the direction of the Administrative Jurisdiction, shall maintain and operate Benton County Emergency Services and shall be responsible for the implementation of policies, procedures, and directives of the Executive Board. The Director shall be responsible for developing, organizing and coordinating emergency preparedness planning, training and implementation. The Director shall be responsible for organizing developing and coordination of E-911 and County-Wide communication system, and shall have such other duties and responsibilities as the Administrative Jurisdiction from time to time designates.

3. FINANCES

A. Benton County Emergency Services maintains three separate funds consisting of one fund for Benton County Emergency Management, one fund for Southeast Communications Center and one fund for 800 MHz. These funds are maintained and administered by the Administrative Jurisdiction in lieu of the Treasurer of the City of Kennewick as the most populous entity. All

monies received for the account of the Benton County Emergency Services organization, including financial contributions by the parties to this agreement in accordance herewith, shall be deposited in the appropriate fund.

B. Southeast Communications Center
Southeast Communications Center shall be financed by the proceeds of the telephone excise tax, an annual levy upon the participating jurisdictions and by contract fees paid by contracting agencies as determined by the Executive Board.Each party hereto shall contribute its share of the costs of the normal operation and administration of the organization in such a manner as shall be determined by the Executive Board. Such contributions shall be determined by the Executive Board annually for inclusion with the parties' annual budgets and paid in periodic installments to be determined by the Executive Board. In the event of an emergency which results in costs to the organization in excess of the budgeted expenses for operation and administration, the Executive Board shall have the authority to proportionately levy (by percent of total budget responsibility) additional fees to cover the unexpected liability. If the cost over run is the result of a single agency the entire cost will be borne by that agency. Such excess costs shall be promptly remitted to Benton County Emergency Services.

C. Benton County Emergency Management
Each political subdivision shall contribute to the cost of emergency management upon such fair and equitable basis as shall be determined by the Executive Board. If, in any case, the Executive Board is unable to agree upon the proper contributions of the parties hereto to the costs of the organization, the decisions shall be referred to the State Emergency Management Council for arbitration and the Council's decision shall be final and binding upon the parties hereto. Each political subdivision shall pay its share of the cost into the Benton County Emergency Management fund which is maintained and administered by the administrative jurisdiction. The Board shall have the authority to proportionately levy (by percentage of total budget responsibility) additional fees to cover unexpected liabilities. If the cost over run or liability is the result of a single agency the entire cost will be borne by that agency.

D. The Director, upon approval by the Executive Board, shall be authorized to make expenditures on behalf of the organization, in accordance with the policy and procedures of the Administrative Jurisdiction.

E. An annual budget for the organization shall be prepared by the Director in accordance with the policy and procedure of the Administrative Jurisdiction, subject to the approval of the Executive Board.

4. PROPERTY AND EQUIPMENT

A. The ownership of property, equipment, or monies acquired by or through Benton County Emergency Management on or after the execution of this agreement shall be shared by the parties to this agreement in proportion to the financial and in-kind contribution of each party in the year of acquisition of such property, equipment, or monies. The parties are the cities of Kennewick, Richland, West Richland, Prosser, Benton City and Benton County. The ownership of the existing equipment, property, or monies (prior to this agreement) will also be shared in proportion to previous contributions.

B. The ownership of property, equipment, or monies acquired by Southeast Communications Center shall be shared by Benton County and the cities of Kennewick and Richland equally. Benton County and the cities of Kennewick and Richland are responsible for capital expenditures in the budget process.

C. The ownership of property, equipment, or monies acquired through the receipt of E911 taxes shall be the property of Benton County.

5. DURATION OF AGREEMENT

After signature by all the parties hereto, this agreement shall become effective on September 1, 2006, and shall replace and supersede the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996. This agreement shall have duration of ten (10) years from September 1, 2006. This agreement shall be extended for five (5) year periods unless any party objects to extending the agreement no later than six (6) months prior to expiration.

6. AMENDMENTS

Amendments to this agreement shall only be made upon a vote by at least 75% of the parties hereto. This section shall not affect how the Board operates and conducts its business.

7. WITHDRAWALS

Any party may withdraw from this agreement upon written request not less than six (6) months prior to withdrawal. Such party shall remain liable for obligated payments, and shall be refunded any payments made but not obligated prior to the date of actual withdrawal. Any party so withdrawing shall be responsible for complying with state law regarding its obligations to provide emergency management and dispatch services.

The withdrawing party releases ownership of property, equipment or monies eligible to them as part of this agreement.

8. LIABILITY

Each party shall be solely responsible for its own negligence, and shall indemnify and hold harmless each other party for its own negligence.

9. SEVERABILITY

If any part of this agreement is held to be illegal or unenforceable, to the extent possible and practicable, the remaining parts of the agreement shall remain in effect and binding upon all parties hereto.

BENTON COUNTY, WASHINGTON

Attest: _____
Clerk of the Board

_____
Chairman

_____
Chairman, Pro Tem

_____
Member

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

DATE: 3-12-07

CITY OF BENTON CITY

Attest: Abigail Sanchez
City Clerk

By:
Mayor

DATE: 3/6/07

CITY OF KENNEWICK

Attest: _____
City Clerk

By: _____
Mayor

DATE: 3-5-07

CITY OF PROSSER

Attest: _____
City Clerk

By: _____
Mayor

DATE: 2/13/2007

CITY OF WEST RICHLAND

Attest: Julie Richardson
City Clerk

By:
Mayor

DATE: 3-5-07

CITY OF RICHLAND

Attest: _____
City Clerk

By: _____
Mayor

DATE: March 6 2007

BENTON COUNTY FIRE
DISTRICTS 1, 2, & 4

Attest:_____

By:_____
G. D. Sleater BCFPD#1

By:_____ 3/26/07
BCFPD#2

By:_____ 03/28/2007
BCFPD#4

DATE: 3-26-07

BENTON COUNTY EMERGENCY SERVICES
OPERATING CONTRACT

WHEREAS, an Interlocal Cooperation Agreement (hereinafter referred to as "the Interlocal") was entered into on September 1, 2006 by Benton County and the Cities of Kennewick, Richland, West Richland, Prosser, and Benton City to establish Benton County Emergency Services (hereinafter referred to as "BCES"); and

WHEREAS, the City of Richland (hereinafter referred to as "Richland") was selected as the Operating Jurisdiction responsible for administration of BCES effective January 1, 1997, and desires to continue as Operating Jurisdiction; and

WHEREAS, an Operating Contract is required to specify the terms and conditions under which Richland will provide various services and charge fees.

NOW, THEREFORE, in accordance with the terms of the Interlocal and in consideration of the mutual covenants contained herein, the Interlocal and Richland hereby agree as follows:

Section 1: Scope of Services Richland shall provide the following as Operating Jurisdiction of BCES:

A. Richland's Emergency Management & Communications Department including separate division for emergency management and emergency communications, shall provide specified services to BCES. The BCES Director, reporting to the Richland City Manager or designee, shall be responsible for administering BCES services.

B. Within the constraints of the budget approved by the BCES Executive Board and funded by the sponsoring jurisdictions, Richland shall staff, equip, operate, and maintain facilities and accessories necessary to provide services to the Interlocal.

C. Richland will serve as the fiscal agent for the Interlocal.

D. Richland will represent the Interlocal in its routine dealings with local, county, and state agencies.

E. Services provided to the BCES Interlocal shall be in conformance with a Policy Manual approved by the BCES Executive Board.

Section 2: Hold Harmless Richland shall at all times be solely responsible and liable for the acts of its personnel that occur or arise in any way in performance of this agreement, and shall hold harmless member jurisdictions of the Interlocal.

Section 3: Insurance Richland shall at all times carry liability insurance in the minimum amount of $1,000,000 covering all activities of its personnel related to the performance of this agreement. The Interlocal jurisdictions and their personnel and officials shall be named as additional insured on all such policies.

Section 4: Maintenance of Funds Richland shall establish and maintain separate funds on behalf of the Interlocal. The funds shall be designated as the "Emergency Management", "SECOMM" and "800 MHz" funds. The "Emergency Management Fund" shall account for assets and liabilities for emergency management activities. The "SECOMM Fund" shall account for assets and liabilities for 9-1-1 call receiving and radio dispatching activities. Richland shall coordinate with the Benton County Treasurer's office to see that 9-1-1 telephone excise taxes and other Interlocal revenues are deposited in this fund. The "800 MHz" fund shall account for all assets and liabilities for 800 MHz radio system activities.

Section 5: Billings for Expenses Richland shall bill the BCES client agencies as specified in the adopted budget and deposit payments into appropriate accounts. Agency payments will normally be billed monthly in twelve equal installments. In the event of unanticipated expenditures occurring in any month, an amount exceeding $1/12^{th}$ of the operating budgets may be charged. At year-end, a reconciliation analysis shall be performed to ensure that all, but no more, of Richland's actual operating costs were reimbursed.

Section 6: Administrative Fee Richland shall be paid an administrative fee of 5% calculated against the non-capital operating costs of BCES. Richland shall charge $1/12^{th}$ of the administrative fee each month based on the adopted budget. At year-end, a reconciliation analysis shall be performed to ensure that the administrative fee is calculated against actual expenses.

Section 7: Term of Agreement The term of this agreement shall be from January 1, 2007 through December 31, 2008.

Approved at the BCES Executive Board Meeting on November 30, 2006.

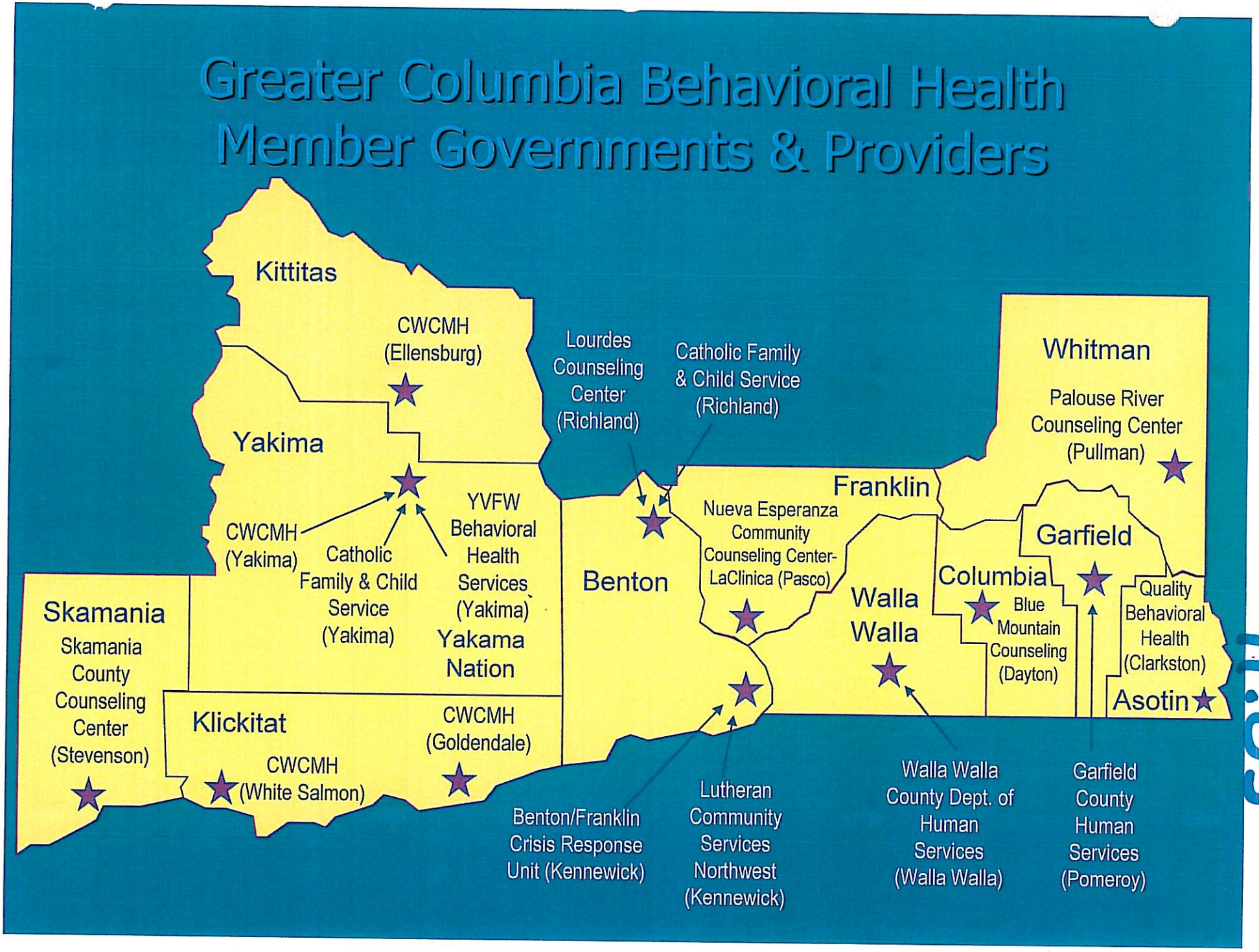
Max E. Benitz, Jr., Chairman
Benton County Emergency Services Executive Board

John C. Darrington, City Manager
City of Richland

Approve as to form:

Thomas O. Lampson, City Attorney
City of Richland,
Legal Counsel for BCES

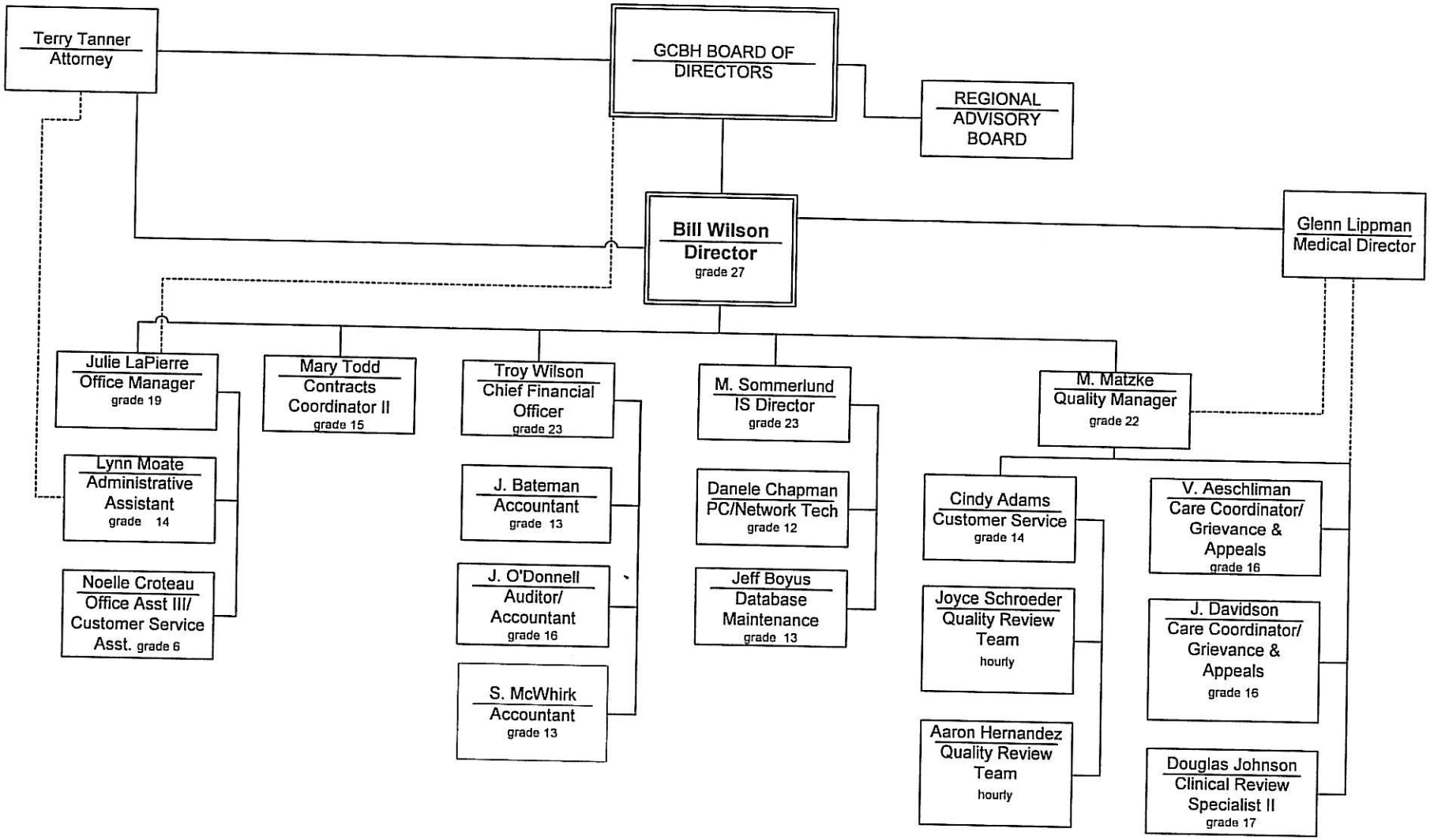
Greater Columbia Behavioral Health
Member Governments & Providers



Greater Columbia Behavioral Health
Board of Directors & Alternates

	Board of Directors	Alternate
.sotin	Doug Mattoon, Commissioner Asotin County Courthouse P.O. Box 250 Asotin, WA 99402 (509) 243-2060	Gail Price, Clinical Director Quality Behavioral Health 900 7th Street Clarkston, WA 99403 (509) 758-3341
Benton	Max Benitz, Jr., Commissioner Benton County Courthouse P.O. Box 190 Prosser, WA 99350 (509) 783-1310	Carrie Huie-Pascua, Director Benton Franklin Department of Human Services 7207 W. Deschutes Kennewick, WA 99336 (509) 783-5284
Columbia	Charles Reeves, Commissioner Columbia County Courthouse 341 E. Main Dayton, WA 99328 (509) 382-4542	Ken Roughton, Director Blue Mountain Counseling P.O. Box 9 Dayton, WA 99328 (509) 382-1164
Franklin	Robert Koch, Commissioner Franklin County Courthouse 1016 N. 4th Pasco, WA 99301 (509) 545-3535	Rick Miller, Commissioner Franklin County Courthouse 1016 N. 4th Pasco, WA 99301 (509) 545-3535
Garfield	Dean Burton, Commissioner Garfield County Courthouse P.O. Box 278 Pomeroy, WA 99347 (509) 843-1391	Gayle Fleming, Director Garfield County Human Services P.O. Box 758 Pomeroy, WA 99347 (509) 843-3791
Kittitas	Alan Crankovich, Commissioner Kittitas County Courthouse 205 W. 5th Street, Room 110 Ellensburg, WA 98926 (509) 962-7508	Rick Weaver, Director Central Washington Comprehensive Mental Health P.O. Box 959 Yakima, WA 98907 (509) 575-4084
Klickitat	Ray Thayer, Commissioner Klickitat County Courthouse 205 S. Columbus Goldendale, WA 98620 (509) 773-4612	Rick Weaver, Director Central Washington Comprehensive Mental Health P.O. Box 959 Yakima, WA 98907 (509) 575-4084
Skamania	Paul Pearce, Commissioner Skamania County Courthouse P.O. Box 790 Stevenson, WA 98648 (509) 427-3700	Kirby Richards, Community Health Director Skamania County P.O. Box 790 Stevenson, WA 98648 (509) 427-3850
Walla Walla	Gregory Tompkins, Commissioner Walla Walla County Courthouse P.O. Box 1506 Walla Walla, WA 99362 (509) 527-3200	Sharon Saffer, Director Walla Walla County Department of Human Services P.O. Box 1595 Walla Walla, WA 99362 (509) 527-3278
Whitman	Jerry Finch, Commissioner Whitman County Courthouse 404 N. Main Street Colfax, WA 99111 (509) 397-6200	Mike Berney, Director Palouse River Counseling Center 340 N.E. Maple Pullman, WA 99163 (509) 334-1133
Yakima	Steve Hill, Director Yakima County Community Services 128 N. 2nd Street, Room 102 Yakima, WA 98901 (509) 574-1520	Kimberlee Tully, Manager Grants Management Yakima County Courthouse 128 N. 2nd Street Yakima, WA 98901 (509) 574-1366
Yakama Nation	Vacant as of 5.23.07	

Greater Columb . Behavioral Health
Regional Office Organizational Chart



SECOND AMENDED
INTERLOCAL AGREEMENT

GREATER COLUMBIA BEHAVIORAL HEALTH

This Agreement is made and entered into by and among the several counties organized and existing under the Constitution and laws as political subdivisions of the State of Washington which are signatory to this Agreement; and

RECITALS

WHEREAS, The State of Washington has passed 2SSB5400 as amended from time to time instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has passed SB6408 amending RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Yakama Indian Nation desires to be represented as a party to the network operated by the undersigned counties according to RCW 71.24.300 and Chapter 204 Section 2 of the law of 1994 and the counties agree to such representation as specified herein; and

WHEREAS, each of the member counties and tribal authority(ies) desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding Greater Columbia Behavioral Health, hereinafter called GCBH, which shall be organized under Chapters 71.24 RCW, Community Mental Health Services Act, and 39.34 RCW, Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

ARTICLE 2

PARTIES TO AGREEMENT

Each member county who is a party to this Agreement certifies that it intends to participate with all who are signatories to this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

This Agreement shall become effective when signed by all member counties and filed with the Secretary of State. This Agreement shall have a duration of ten years and shall be renewable by a majority vote of the member counties unless terminated as herein provided.

ARTICLE 4

MEMBERSHIP COMPOSITION

Membership, pursuant to 2SSB5400 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member counties. In accordance with SB6408 the member counties shall include tribal authorities in the administration and management of GCBH. As signatories to the Agreement the counties shall be known as the "member counties". The tribal authority appointed to CBH shall be known as the "member tribal authority". The collective term to describe the member counties and the member tribal authority shall be known as "member governments".

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by Chapter 71.24 RCW as amended and shall act through a Board of Directors of the RSN performing all the functions and duties normally expected of a Board of Directors. The Board of Directors of the RSN shall be responsible for implementation of 2SSB5400, Chapter 205, Laws of 1989 51st Legislature, Regular Session as amended from time to time.

ARTICLE 6

ORGANIZATION

A. BOARD OF DIRECTORS. GCBH shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each member county plus one other Director (the "Tribal Director"), who shall be appointed by the Board in the manner described below. Directors and Alternate Directors, except for the Tribal Director and the Tribal Alternate Director, described below, shall be Commissioners or the designee of member counties, and shall be appointed by and serve at the pleasure of the Boards of County Commissioners respectively of member counties. Alternate Directors, including the Tribal Alternate Director shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that member county's Director (or in the case of an Alternate Tribal Director, as the Tribal Director) when such Director or Tribal Director is absent from the meeting. Each Director or Alternate Director and the Tribal Director or Alternate Tribal Director, shall have one vote. Each county shall appoint a Director and an Alternate Director.

The Directors representing the member counties shall appoint one additional Director and one additional Alternate Director, who for purposes of this Agreement shall be designated as the Tribal Director and the Tribal Alternate Director. The individuals appointed as such Tribal Director and Tribal Alternate Director shall be individuals who are nominated to the Directors for such positions by the Yakama Indian Nation. The Tribal Director or the Alternate Tribal Director shall be considered an equal member of the Board of Directors for all purposes under this Agreement.

B. OFFICERS. The Board shall elect officers to govern GCBH as provided by its Bylaws.

C. MEETINGS. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW.

D. AUTHORITY. The Board of Directors shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members.

E. If, at any time in the future, the Yakama Indian Nation informs GCBH in writing that it no longer wishes to participate in the nomination of or representation by individuals in the Tribal Director and Alternate Tribal Director positions, the GCBH Board shall leave those positions unfilled.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

A. The member governments of Greater Columbia Behavioral Health (GCBH) shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable laws of their respective government for any acts or omissions related to the performance of services under this Interlocal Agreement. The member government shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective government. The member government shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member government. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member government shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member government shall indemnify and hold harmless each and every other member government of GCBH, including each member government's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of the member governments' actions or obligations under this Agreement.

C. Greater Columbia Behavioral Health (GCBH) shall obtain and maintain throughout the term of this Agreement general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable Bylaws of GCBH and consistent with the laws of the member government for any acts or omissions related to the performance of services. GCBH shall name each member government as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member government. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member government. GCBH shall be solely responsible for any deductible amounts required under such policies, however,

said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member government(s). Evidence of such insurance shall be promptly provided to the member government(s) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member government at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member government of GCBH, including but not limited to, each member government's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member governments have no obligation to indemnify and hold harmless Greater Columbia Behavioral Health (GCBH), including but not limited to, each officer, director, employee, agent and representative; except for member governments own omissions or neglect.

F. The member counties agree that, in all agency, delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH. The first Business Office of GCBH shall be the Benton and Franklin Counties Department of Human Services. Changing of the Business Office shall be accomplished as provided for in the Bylaws of GCBH.

ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Board shall establish and maintain biennial budgets for the operation of GCBH.

B. AUDIT REPORT. GCBH, on behalf of the Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of the GCBH shall be open to inspection at all reasonable times at the request of a director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Director. Said audit of GCBH shall be performed by an independent certified public accounting firm or the Washington State Auditor's Office at the discretion of the Business Office. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

CANCELLATION AND WITHDRAWAL

A. CANCELLATION. A member county's participation in this Agreement and GCBH may be involuntarily canceled for cause at any time by an affirmative vote of three quarters of the entire Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Board,
2. failure to meet applicable Regional goals and standards in a good faith effort,
3. failure to notify the Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health,

or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six months after the date of Board action unless a different period is otherwise determined by the Board. Until the effective date, the canceled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. INITIAL CONTRACT APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the initial contract between the State of Washington and GCBH. Any member county not approving the initial or renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from liability under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice to its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of at least two thirds of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 12

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against the GCBH. The Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims.

ARTICLE 13

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its director of the respective member county at such addresses as may be given in writing to GCBH.

ARTICLE 14

AMENDMENTS

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 15

PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 16

ENFORCEMENT AND VENUE

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH Board prior to commencement of any such action.

ARTICLE 17

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, the GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the 60 day period.

ARTICLE 18

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 20

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 23

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 24, 1996. This agreement is signed on this 24 day of April, 2006.

BENTON COUNTY, WASHINGTON

Chairman

LEO M. BOWMAN - ABSENT

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

SECOND AMENDED
INTERLOCAL AGREEMENT

2006 217

GREATER COLUMBIA BEHAVIORAL HEALTH

This Agreement is made and entered into by and among the several counties organized and existing under the Constitution and laws as political subdivisions of the State of Washington which are signatory to this Agreement; and

RECITALS

WHEREAS, The State of Washington has passed 2SSB5400 as amended from time to time instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has passed SB6408 amending RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Yakama Indian Nation desires to be represented as a party to the network operated by the undersigned counties according to RCW 71.24.300 and Chapter 204 Section 2 of the law of 1994 and the counties agree to such representation as specified herein; and

WHEREAS, each of the member counties and tribal authority(ies) desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding Greater Columbia Behavioral Health, hereinafter called GCBH, which shall be organized under Chapters 71.24 RCW, Community Mental Health Services Act, and 39.34 RCW, Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

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MEMBERSHIP COMPOSITION

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NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by Chapter 71.24 RCW as amended and shall act through a Board of Directors of the RSN performing all the functions and duties normally expected of a Board of Directors. The Board of Directors of the RSN shall be responsible for implementation of 2SSB5400, Chapter 205, Laws of 1989 51st Legislature, Regular Session as amended from time to time.

ARTICLE 6

ORGANIZATION

A. BOARD OF DIRECTORS. GCBH shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each member county plus one other Director (the "Tribal Director"), who shall be appointed by the Board in the manner described below. Directors and Alternate Directors, except for the Tribal Director and the Tribal Alternate Director, described below, shall be Commissioners or the designee of member counties, and shall be appointed by and serve at the pleasure of the Boards of County Commissioners respectively of member counties. Alternate Directors, including the Tribal Alternate Director shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that member county's Director (or in the case of an Alternate Tribal Director, as the Tribal Director) when such Director or Tribal Director is absent from the meeting. Each Director or Alternate Director and the Tribal Director or Alternate Tribal Director, shall have one vote. Each county shall appoint a Director and an Alternate Director.

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B. The member government shall indemnify and hold harmless each and every other member government of GCBH, including each member government's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of the member governments' actions or obligations under this Agreement.

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F. The member counties agree that, in all agency, delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

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A. BUDGET. The Board shall establish and maintain biennial budgets for the operation of GCBH.

B. AUDIT REPORT. GCBH, on behalf of the Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of the GCBH shall be open to inspection at all reasonable times at the request of a director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Director. Said audit of GCBH shall be performed by an independent certified public accounting firm or the Washington State Auditor's Office at the discretion of the Business Office. Costs of said audit shall be a normal expense of GCBH.

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2. failure to meet applicable Regional goals and standards in a good faith effort,
3. failure to notify the Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health,

or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six months after the date of Board action unless a different period is otherwise determined by the Board. Until the effective date, the canceled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

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ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of at least two thirds of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

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PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

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ENFORCEMENT AND VENUE

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ARTICLE 17

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, the GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the 60 day period.

ARTICLE 18

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 20

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 23

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

SECOND AMENDED INTERLOCAL AGREEMENT
GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which replaces the previous agreement filed on May 24, 1996. This agreement is signed on this 24th day of APRIL, 2006.

FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman Pro Tem

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

DRAFT

CONFIDENTIAL

SECOND AMENDED INTERLOCAL AGREEMENT (2008)

GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK

This Agreement is made and entered into by and among the several counties organized and existing as political subdivisions under the Constitution and laws of the State of Washington which are signatory to this Agreement and shall replace all prior Agreements concerning Greater Columbia Behavioral Health and/or Greater Columbia Regional Support Network which are hereby terminated and revoked.

RECITALS

WHEREAS, The State of Washington legislature has adopted RCW 71.24 as amended from time to time instituting mental health reform and authorizing regional support networks, hereinafter called RSNs; and

WHEREAS, The State of Washington has adopted RCW 71.24.025 and 71.24.300 thereby making tribal authorities eligible to participate in the administration and management of regional support networks; and

WHEREAS, counties benefit from RCW 39.34 which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Yakama Indian Nation may desire to be represented as a party to the network operated by the undersigned counties according to RCW 71.24.300 and the counties agree to such representation as specified herein; and

WHEREAS, each member county desires to join together for the purpose of planning, authorizing, and coordinating mental health services; and

WHEREAS, it appears economically feasible and practical to do so;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the member counties agree as follows:

ARTICLE 1

PURPOSE

This Agreement is entered into for continuing and expanding Greater Columbia Behavioral Health, hereinafter called GCBH, which shall be organized under RCW 71.24-Community Mental Health Services Act, and RCW 39.34-Interlocal Cooperation Act, to provide programs of comprehensive mental health services and economy of resources for all member counties.

ARTICLE 2

PARTIES TO AGREEMENT

Each member county that is a party to this Agreement certifies that it intends to participate with all other member counties to this Agreement on its effective date and with such other parties as may later be added to and become signatories to this Agreement. Each party also agrees that the cancellation or withdrawal of a party shall not affect this Agreement nor any other rights or duties under this Agreement.

ARTICLE 3

EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective when signed by all member counties and posted on the GCBH website. This Agreement shall have a duration of ten years and shall be renewable for subsequent ten-year periods by a majority vote of the member counties unless terminated as herein provided.

ARTICLE 4

MEMBERSHIP COMPOSITION

Membership, pursuant to RCW 71.24 as amended from time to time, shall be limited to the several counties of and in the State of Washington. GCBH through its Bylaws shall provide for the reasonable admission of new member counties. In accordance with RCW 71.24.300 the member counties shall include tribal authorities in the administration and management of GCBH. As signatories to the Agreement the counties shall be known as the "member counties". The tribal authority appointed to GCBH, if any, shall be known as the "member tribal authority". The collective term to describe the member counties and the member

tribal authority shall be known as "member governments".

ARTICLE 5

NATURE OF THE REGION

GCBH shall be a Regional Support Network (RSN) as defined by RCW 71.24 as amended and shall act through a Board of Directors of the RSN performing all the functions and duties normally expected of a Board of Directors. The Board of Directors of the RSN shall be responsible for implementation of all requirements of RCW 71.24 as amended from time to time.

ARTICLE 6

ORGANIZATION

A. BOARD OF DIRECTORS. GCBH shall be governed by a Board of Directors ("Board") which shall be composed of one Director from each member county. One other Director (the "Tribal Director"), may also be appointed by the Board in the manner described below. Directors and Alternate Directors, except for the Tribal Director and the Tribal Alternate Director, described below, shall be limited to County Commissioners appointed by the Boards of County Commissioners respectively of member counties.

Each county shall appoint a Director and one Alternate Director in the manner set forth above. Alternate Directors, including the Tribal Alternate Director, shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that member county's Director (or in the case of an Alternate Tribal Director, as the Tribal Director) when such Director or Tribal Director is absent from the meeting. Each Director (or Alternate Director) and the Tribal Director (or Alternate Tribal Director), shall have one vote.

In the event the Yakama Indian Nation requests to participate on the Board, the Board shall appoint one additional Director and one additional Alternate Director, who for purposes of this Agreement shall be designated as the Tribal Director and the Tribal Alternate Director. The individuals appointed as such Tribal Director and Tribal Alternate Director shall be individuals who are nominated to the Directors for such positions by the Yakama Indian Nation. The Tribal Director or the Alternate Tribal Director shall be considered an equal member of the Board of Directors for all purposes under this Agreement. If, at any time in the future, the Yakama Indian Nation informs GCBH in writing that it no longer wishes to participate in the nomination of or representation by individuals in the Tribal Director and Alternate Tribal Director positions, the

GCBH Board shall leave those positions unfilled.

B. OFFICERS. The Board shall elect officers to govern GCBH as provided by its Bylaws. Each officer must be a Director and may not be an Alternate Director. An Alternate Director may not act in place of an Officer in the capacity of the Officer.

C. MEETINGS. The Board shall provide for regular meetings and shall be subject to the Open Public Meetings Act, Chapter 42.30 RCW. A quorum of the Board shall be defined as a majority of the Directors (or Alternate Director if the Director is not present) from the member counties.

D. AUTHORITY. The Board of Directors shall have the authority and power to adopt Bylaws which shall be consistent with this Agreement and shall be binding on all members. The Board of Directors also shall have the authority to establish necessary committees to assist the Board in the performance of its duties.

ARTICLE 7

INSURANCE AND INDEMNIFICATION:

A. The member governments of Greater Columbia Behavioral Health (GCBH) shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable laws of their respective government for any acts or omissions related to the performance of services under this Interlocal Agreement. The member government shall assure the coverage applies to claims after termination of this Agreement that relate to services provided under this Interlocal Agreement in accordance with the applicable laws of their respective government. The member government shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds provided to the member government. Evidence of such insurance shall be promptly provided to GCBH upon its written request. The member government shall not permit such policy(ies) to lapse without first providing GCBH at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

B. The member government shall indemnify and hold harmless each and every other member government of GCBH, including each member government's officers, directors, employees, agents and representatives, from all claims, including reasonable attorney's fees, which arise out of that member government's actions or obligations under this Agreement.

C. Greater Columbia Behavioral Health (GCBH) shall obtain and maintain throughout the term of this Agreement general liability and malpractice insurance coverage in the amount per occurrence and in the aggregate in accordance with the applicable Bylaws of GCBH and consistent with the laws of the member government for any acts or omissions related to the performance of services. GCBH shall name each member government as an additional insured and this coverage shall be the primary coverage in order to shield the governmental interests of the member government. GCBH shall assure the coverage applies to claims after termination of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of GCBH in accordance with the applicable laws of the member government. GCBH shall be solely responsible for any deductible amounts required under such policies, however, said costs are normal business expenses to be paid out of available GCBH funds without any offset to the funds provided to the member government(s). Evidence of such insurance shall be promptly provided to the member government(s) upon its written request. GCBH shall not permit such policy(ies) to lapse without first providing the member government at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse.

D. GCBH shall indemnify and hold harmless each and every other member government of GCBH, including but not limited to, each member government's officers, director, employees, agents, and representatives, from any and all claims, including reasonable attorneys' fees, which arise out of GCBH's actions or obligations under this Agreement.

E. The member governments have no obligation to indemnify and hold harmless Greater Columbia Behavioral Health (GCBH), including but not limited to, each officer, director, employee, agent and representative; except for member government's own omissions or neglect.

F. The member counties agree that, in all agency, delegation and other subsidiary agreements under which GCBH functions are to be performed or GCBH funds allocated, the agent, delegee or other contractor shall be obligated to indemnify and hold GCBH and its members harmless for all negligent or wrongful acts by such agent, delegate, or contractor relating to such agreement, and for reasonable attorney's fees incurred in actions based on such acts and actions of indemnification. If such agent, delegate or contractor is an Indian tribe, the agreement shall also contain an express and absolute waiver of immunity from suit so that such indemnification may be effective. Any such agency, delegation or other subsidiary agreement which does not contain the terms required in this paragraph shall be unenforceable against the GCBH.

G. Each Director and Alternate Director shall be a covered insured by GCBH for any and all official acts performed by such Director and/or Alternate Director.

ARTICLE 8

ADMINISTRATIVE ENTITY

The Board shall have a Business Office which shall be given general administrative responsibility for the GCBH activities including acting as the fiscal agent for GCBH.

ARTICLE 9

BUDGET AND RECORDS

A. BUDGET. The Board shall establish and maintain biennial budgets for the operation of GCBH.

B. AUDIT REPORT. GCBH, on behalf of the Board, shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ("BARS"). Financial records of the GCBH shall be open to inspection at all reasonable times at the request of a director(s). GCBH shall be subject to audit by the Washington State Auditor. A complete written report of the financial activities of GCBH, including an annual audit of the accounts and records of GCBH, shall be provided to each Director. Said audit of GCBH shall be performed by the Washington State Auditor's Office as required by law. Costs of said audit shall be a normal expense of GCBH.

The member counties shall provide necessary financial data to GCBH in order to allow GCBH to meet compliance requirements for all funds.

ARTICLE 10

CANCELLATION AND WITHDRAWAL

A. CANCELLATION. A member county's participation in this Agreement and GCBH may be involuntarily cancelled for cause at any time by an affirmative vote of three quarters of the entire Board. Cause for cancellation shall include, but not be limited to:

1. failure to participate in a majority of meetings of the Board,
2. failure to meet applicable Regional goals and standards in a good faith effort,
3. failure to notify the Board of known incidents, claims, and lawsuits which may have an adverse impact on GCBH,
4. failure to comply with the applicable terms and conditions of the GCBH contract with the Division of Mental Health or other contract,

or, as otherwise defined in the Bylaws of GCBH. The effective date of cancellation shall be six months after the date of Board action unless a different period is otherwise determined by the Board. Until the effective date, the

cancelled member county shall still benefit from the services of GCBH.

B. WITHDRAWAL. No member county may voluntarily withdraw from GCBH until the member county has given GCBH a three month written notice of its intent to withdraw or as otherwise provided in other sections of this Agreement.

C. EFFECT OF CANCELLATION AND WITHDRAWAL. The cancellation or withdrawal of one or more member counties shall not terminate this Agreement for the other remaining parties. Member counties are entitled to payment for services rendered up to and before the effective date of their withdrawal or cancellation. Member counties are entitled to the return of their pro rata share of all personal and/or real property in accordance with applicable Federal and State law. The member county is entitled to receive reasonable compensation for the personal or real property retained by GCBH.

D. INITIAL CONTRACT APPROVAL/EXCEPTION. Notwithstanding any other provision of this Interlocal Agreement, each member county reserves the right to approve the initial contract between the State of Washington and GCBH. Any member county not approving the initial or renewal contract shall be permitted to terminate its obligation under this Agreement, withdraw from GCBH, and be free and clear from liability under this Agreement, except for that terminating member county's proportionate share of any obligations incurred prior to termination. A member county shall only terminate under this section by giving written notice to its intent to terminate within 30 days after receipt by that member county of a copy of the State of Washington GCBH contract. Termination shall be effective within five calendar days after the Business Office receives the written notice of intent to terminate.

ARTICLE 11

TERMINATION OF GCBH

This Agreement may be terminated at any time by the written consent of the Boards of County Commissioners of at least two thirds of the member counties. Upon termination, this Agreement and GCBH shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GCBH.

ARTICLE 12

PROPERTY OF THE REGION

A. PROPERTY. GCBH shall acquire, hold and dispose of real and personal property subject to the same restrictions as any of the member counties as provided for in the Bylaws. The method of acquiring, holding, and disposal shall be defined in the Bylaws.

B. CONTINGENT LIABILITIES. Upon termination, the Board shall wind up and dissolve the business affairs of GCBH. The assets, reserves, property, and bonds or insurance policies shall first be applied to the claims against the GCBH. The Board shall then determine, and member counties shall pay, each member county's fair share of any additional amounts necessary for final disposition of all claims.

ARTICLE 13

LEGAL NOTICES

Legal Notices to each member county shall be sent prepaid by certified mail to its director of the respective member county at such addresses as may be given in writing to GCBH.

ARTICLE 14

AMENDMENTS

This Agreement may be amended at any time by the written approval of the Boards of Commissioners of all member counties except as provided in Article 3, Duration of Agreement.

ARTICLE 15

PROHIBITION AGAINST ASSIGNMENT

No member county may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of any member county shall have any right, claim, or title to any part, share, interest, fund, or asset of GCBH.

ARTICLE 16

ENFORCEMENT AND VENUE

This Agreement and others subsidiary hereto, including agency and delegation agreements with GCBH, shall be interpreted according to the laws of Washington State. Exclusive jurisdiction over cases arising under it shall be in Washington State courts. Venue shall be determined by the GCBH Board prior to commencement of any such action.

ARTICLE 17

DEFAULT

If any member county fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after GCBH has given the member county written notice of such failure, the member county shall be in default thereunder. Upon default, the GCBH may immediately cancel the member county's membership effective immediately without further notice, or exercise any remedies herein provided or otherwise provided by law. The rights and remedies of GCBH are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available thereunder or otherwise available by law.

This article may be invoked if any member county fails to perform any applicable term or condition of this Agreement as established by applicable law, and GCBH having provided technical assistance to correct the problem within the 60 day period.

ARTICLE 18

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term, or condition, and the acceptance of any performance thereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists thereunder, shall not constitute a waiver of the right to demand payment of all other sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 19

SEVERABILITY

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision in the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 20

TIME

Time is of the essence in the Agreement and each and every provision hereof.

ARTICLE 21

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 22

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

ARTICLE 23

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 24

AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the member counties have executed this Agreement by authorized officials thereof on the dates indicated.

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

____ Day of _____,2006.

Attest:

_____
Clerk of the Board

ASOTIN COUNTY,
WASHINGTON

Chair

Member

Member

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

Approved as to form:

Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

___ Day of _____,2006.

BENTON COUNTY,
WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March, 1996.
This agreement is signed on

____ Day of _____,2006.

COLUMBIA COUNTY,
WASHINGTON

_____
Chairman

_____
Member

_____
Member

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

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

____ Day of _____,2006.

FRANKLIN COUNTY,
WASHINGTON

_____
Chairman

_____
Member

_____
Member

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

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

____ Day of _____,2006.

GARFIELD COUNTY,
WASHINGTON

_____
Chairman

_____
Member

_____
Member

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

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March, 1996.
This agreement is signed on

____ Day of _____,2006.

KITTITAS COUNTY, WASHINGTON

_____
Chairman

_____
Member

_____
Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

____ Day of _____,2006.

KLICKITAT COUNTY,
WASHINGTON

Chairman

Member

Member

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

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March, 1996.
This agreement is signed on

____ Day of _____,2006.

SKAMANIA COUNTY,
WASHINGTON

_____
Chairman

_____
Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

____ Day of _____,2006.

WALLA WALLA COUNTY,
WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

____ Day of _____,2006.

WHITMAN COUNTY,

WASHINGTON

Chairman

Member

Member

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

Attest:

Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

FIRST AMENDED INTERLOCAL AGREEMENT
THE GREATER COLUMBIA BEHAVIORAL HEALTH

The member counties to this Agreement do hereby agree by their signature to approve this Agreement which shall supersede the agreement signed on the ____day of March,_1996.
This agreement is signed on

___ Day of _____,2006.

WASHINGTON YAKIMA COUNTY,

_____
Chairman

_____
Member

_____
Member

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

Attest:

_____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

AGENDA ITEM	TYPE OF ACTION NEEDED	
Meeting Date: September 2, 2008 11:15	Execute Contract	Consent Agenda
Subject: Clerk Facilitator	Pass Resolution	Public Hearing
Prepared by: J. Delvin	Pass Ordinance	1st Discussion
Reviewed by:	Pass Motion	2nd Discussion
	Other XX	Other XX

11:15

BACKGROUND INFORMATION

We would like to change the Facilitator from a contract to a county employee. We are using an existing bargaining unit position of Legal Secretary IV. There is no need for additional funding, only line item transfers within the Facilitator budget.

SUMMARY

RECOMMENDATION

1st

2nd

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CLERKS COURTHOUSE FACILITATOR FUND, FUND NUMBER 0136101, DEPARTMENT 000

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

Dated this _____day of _____, 2008

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

cc: Clerk, Auditor,, file

EXHIBIT A

BENTON COUNTY
LINE ITEM TRANSFERS

RESOLUTION No._____

DEPARTMENT: SUPERIOR COURT CLERK

DEPARTMENT NO.: 000

FUND NAME: COURTHOUSE FACILITATOR

FUND NO.: 0136-101

TRANSFER FROM:

TRANSFER TO:

Base Sub **(6 digit)**	Line Item (4 digit)	LINE ITEM NAME	AMOUNT	Base Sub **(6 digit)**	Line Item (4 digit)	LINE ITEM NAME	AMOUNT
512.200	4102	CONTRACT SVCS	$12,580	512.200	1831	Courthouse Fac.	$12,580
512.200	4102	CONTRACT SVCS	$970.00	512.200	2102	Social Security	$970.00
512.200	4102	CONTRACT SVCS.	$3800.00	512.200	2103	Medical Ins	$3800.00
512.200	4102	CONTRACT SVCS.	$1046.00	512.200	2104	Retirement	$1046.00
512.200	4102	CONTRACT SVCS	$500.00	512.200	4301	TRAVEL	$500.00
512.200	4102	CONTRACT SVCS	$220.00	512.200	9908	Accum Leave	$220.00

EXPLANATION:

Prepared by: Josie Delvin

Date: August 25, 2008

Approved ☐

Denied ☐

_____ Date:

Chairman

_____

Chairman Pro Tem

_____

Member

BENTON COUNTY CLASSIFICATION DESCRIPTION
LEGAL SECRETARY - VI
Grade 9 - Bargaining

DEPARTMENT: Various

REPORTS TO: Various

SUMMARY:

Responsible for the preparation of legal secretarial and administrative work of the most complex senior nature. Work closely with various supervisors in the office, other support staff, outside agencies and appellate court personnel.

DISTINGUISHING CHARACTERITICS

This is a high volume position requiring exceptional secretarial, paralegal and organizational skills. Requires comprehensive knowledge of Washington State criminal and civil law and related local statutes, ordinances and procedures. Requires comprehensive knowledge of the District Court, Superior Court and appellate procedures and processes as well as a solid working knowledge of the justice system in general. Requires exceptional communication and lead worker skills. Ability to work quickly, accurately and thoroughly with close attention to detail. Must be able to work under significant pressure to meet deadlines even if assignment is of a last minute nature. This will require occasional working outside normal office hours. Must also have a demonstrated ability to work using patience and good judgment. Must have a valid Washington State driver's license. Must be able to type 55 wpm and have exceptional computer skills.

EAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Interact and maintain public relations with all other city, county and state agencies and with the general public. Screen and direct mail for the division. May require becoming a Notary Public. Maintain filing systems and various manuals. Attends and/or trains at seminars or professional meetings.

Must maintain complex, specialized tracking systems to ensure timely filing documents. Exercise significant independent judgment and initiative to format briefs and other documents according to court procedures and policies within established time frames. Maintain files and periodically assist with preparing, filing and serving civil litigation pleadings. Process and update reference materials for the office law library. Comprehensive knowledge of and ability to apply business English, composition, grammar, spelling, punctuation and properly cite case law. Perform other duties as assigned. Provide backup to the Legal Secretary Supervisor and other support staff as needed.

WORKING CONDITIONS:

Work is performed in an office environment. Occasional physical effort may be required to lift items weighing up to 50 lbs.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of office practices, procedures and equipment.

General knowledge of the functions and procedures of a specific department.

Knowledge of basic math, including the ability to add, subtract, multiply and divide accurately.

Knowledge of and ability to apply business English, composition, grammar, spelling, punctuation, and letter format.

Working knowledge of bookkeeping practices and procedures.

Good oral communications skills to explain policies and procedures and to deal with other employees, agencies and the general public using courtesy, tact and good judgment.

Skill in operating standard office equipment such as typewriter, computer terminal, word processor, transcriber, calculator and photocopier.

Ability to read, understand, apply and explain County/department policies and procedures.

Ability to work independently, organizing work with a minimum of supervision.

Ability to establish and maintain complex manual and computerized filing and recordkeeping systems.

Ability to work quickly, accurately and thoroughly with close attention to detail to meet deadline.

Ability to type at level required for specific position.

EDUCATION AND EXPERIENCE:
Associates Degree or Bachelor's degree required. Five years of progressive responsibilities; or any comparable combination of experience and education. Paralegal, civil litigation or appropriate work experience preferred or may be substituted for education and experience requirement.

This job description is not intended to be all-inclusive and employee will also perform other reasonable related business duties as assigned by the supervisor and management as required. This description will be changed as duties and responsibilities change and does not constitute a written or implied contract.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License required for some positions.

Cost Estimate for Converting the Cafeteria into Office Space

electrical contractor - $25,000

pull wires and cables to 4 locations
supply surface mounts conduit and boxes at termination points
add molding

central services - $300

inserts and face plates at termination points
hook up computers, telephones, printer and fax

facilities - $ included in contractor section

move desks, files, chairs, computers, printers, and fax

total cost estimate - $25,300

Schedule for Converting the Cafeteria into Office Space

2-Sep board approval

8-Sep construction

15-Sep infrastructure/move

22-Sep open to the public

11:40

MENKE JACKSON BEYER ELOFSON EHLIS & HARPER, LLP

Attorneys at Law

807 NORTH 39TH AVENUE • YAKIMA, WASHINGTON 98902
(509) 575-0313 • FAX: (509) 575-0351

ANTHONY F. MENKE
ROCKY L. JACKSON
G. SCOTT BEYER

DAVID A. ELOFSON
KIRK A. EHLIS
KENNETH W. HARPER

August 19, 2008

RECEIVED
AUG 20 2008
BENTON COUNTY PROSECUTOR

Mr. Andrew Miller
Prosecuting Attorney
Benton County Prosecuting Attorney's Office
7320 West Quinault
Kennewick WA 99336

RE: *Conflict of interest waiver*

Dear Mr. Miller:

This letter is written to more fully explain my position with regard to a potential conflict of interest. My law partner, Tony Menke, has performed legal services for Benton County regarding labor and personnel issues periodically over the years.

I have recently been asked by Brad Klingele and Carolyn Klingele to assist them with respect to Benton County's proposed Hanks Road improvement project north of Prosser.

State ethics and conflict of interest rules require me to obtain the informed written consent of my clients in any case where there is even a potential of a conflict such that representation of one client may be adverse to the interests of another client or, under some circumstances, adverse to the interests of a former client.

In the present circumstances, in my judgment, it is unlikely that my representation of Brad Klingele and Carolyn Klingele with respect to the Hanks Road improvement project presents a situation in which I would be materially adverse to Benton County on the same or substantially related matters in which Mr. Menke previously represented the County.

The question of material adversity on the same or substantially related matter is an aspect of the analysis required by RPC 1.9.

Please let me know if you concur with my analysis, as I do not wish to take any action that would be viewed by Benton County as a violation of RPC 1.9 or any Rule of Professional Conduct that may apply under these circumstances. If you do so concur, and do not believe that there is any RPC duty due Benton County that would preclude my representation of the Klingeles, please sign a copy of this letter where indicated below and return the same to me at your convenience. A second copy of this letter has been enclosed that you may retain for your files.

Also, of course, please do not hesitate to contact me or Mr. Menke with any questions on this matter.

Very truly yours,

Kenneth W. Harper

KWH:ksl

Mr. Andrew Miller
Prosecuting Attorney

cc: Carolyn Klingele
Brad Klingele

BENTON COUNTY AGENDA ITEM

11:45

AGENDA ITEM:		**Type of Action**			
MEETING DATE:	9/2/08 11:45 am	Execute Contract	___	CONSENT AGENDA	___
SUBJECT:	~~Superior Court Update~~ Trial. Court Imp.	Pass Resolution	X	PUBLIC HEARING	X
		Pass Ordinance	___	1ST DISCUSSION	___
		Pass Motion	___	2ND DISCUSSION	___
Prepared By:	Pat Austin	Other	___	OTHER	___
Reviewed By:		Approve for Hearing			

BACKGROUND INFORMATION

The Superior Court will be present 2008 expenditure requests approved and recommended by the Trial Court Improvement Committee. Please see attached letter.

SUMMARY

RECOMMENDATION

Recommend approval of expenditure and resolution.

FISCAL IMPACT

None – expenditures paid through the trial court improvement monies

MOTION

Move to approve the recommended expenditures from the Trial Court Improvement Funds and associated resolution

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PURCHASES AS IDENTIFIED ON THE LETTER FROM THE TRIAL COURT IMPROVEMENT FUND COMMITTEE FOR EXPENDITURES TOTALING $100,116.00, UTILIZING FUNDS FROM THE BENTON COUNTY TRIAL COURT IMPROVEMENT FUND

WHEREAS, the Benton County Board of Commissioners received a letter from the Trial Court Improvement Committee requesting authorization for expenditures totaling $100,116.00; and

WHEREAS, Benton County District Court, Superior court and the County Clerk desire to purchase equipment for their respective offices as identified on the attached letter; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and deems this to be in the best interest of the County;

NOW THERFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the purchases as identified on the attached letter from the Trial Court Improvement Fund Committee for expenditures totaling $100,116.00, utilizing funds from the Trial Court Improvement Fund, 0156-101; and,

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

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Benton County Trial Court Improvement Committee

Judge Eugene Pratt
Judge Vic VanderSchoor
Clerk Josie Delvin
Superior Court Administrator Pat Austin
District Court Administrator Jackie Lahtinen

August 25, 2008

Benton County Board of Commissioners
P.O. Box 1900
Prosser, WA 99350

Re: Trial Court Improvement Fund Expenditure Authorization

Dear Board of Commissioners:

The Trial Court Improvement Committee has reviewed and approved the following 2008 expenditure requests and agree the expenditures are in compliance with the Trial Court Improvement Fund guidelines as outlined by the Washington Administrative Office of the Courts.

Jury Management System 1st of 4 annual installments	$ 35,000
Liberty Licenses for Superior Court Clerk	$ 6,500
Courtroom set-up (to include computer, printer, Liberty license and FTR digital recorder for 2 Superior Court courtrooms)	$ 18,600
Task Chairs for Benton County District Court	$ 13,000
FTR digital recorders for District Court #5 & #6	$ 16,000
2 hearing impaired telephone units (TDD) – 1 for Superior Court and 1 for District Court	$ 1,016
Server, server software, and accessories for Superior Court Case Management programs	$ 10,000
	$100,116

The Trial Court Improvement Committee recommends the Board of County Commissioners approve the above expenditures up to $100,116.00.

Judge Holly Hollenbeck
Presiding Judge – District Court

VIC L. VANDERSCHOOR
Judge Vic VanderSchoor
Presiding Judge – Superior Court

Jackie Lahtinen
District Court Administrator

Patricia Austin
Superior Court Administrator

Josie Delvin
Benton County Clerk

BENTON COUNTY TREASURER
Duane A. Davidson
Financial Statement
7/1/2008 through 7/31/2008

0156-101 TRIAL COURT IMPROVEMENT

CASH ACCOUNT

Beginning Balance		$115,177.00
Taxes Collected	$0.00	
General Receipts	0.00	
Transfer of Funds(+)	0.00	
Miscellaneous Collections	0.00	
Total Receipts		0.00
Warrants Issued	2,278.55	
Warrants Redeemed	0.00	
Bond Redeemed	0.00	
Coupon Interest Paid	0.00	
Transfer of Funds(-)	0.00	
Remittances	602.32	
Less: Total Disbursements		2,880.87
Ending Balance		$112,296.13

JOINT RESOLUTION

1:30

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF ENTERING INTO A PERSONAL SERVICES CONTRACT WITH THE BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE, A WASHINGTON NON-PROFIT CORPORATION

WHEREAS, on March 24, 2008, the Boards of Commissioners of Benton and Franklin Counties passed a Joint Resolution, Numbers 08-428 and 2008-132, appointing the Benton Franklin Community Action Committee (BFCAC) to serve as lead agency to work closely with the Benton-Franklin Counties Department of Human Services (BFDHS) in the development of a Consolidated Crisis Response Center (CCRC); and

WHEREAS, BFDHS wishes to utilize the skills and experience of BFCAC to systematize and fine-tune the information collected into a comprehensive written report; and

WHEREAS, BFDHS desires to contract directly with BFCAC for a project cost of $15,000 with a estimated completion date of 90 days after the signing of the contract; and

WHEREAS, the feasibility study will document the need for a CCRC; review history and trend currently affecting programs to determine growth; survey key managers and staff to determine resource needs; make recommendations on cost saving resulting from consolidation; provide preliminary feasibility report for consolidation; provide comparison of overhead costs presently and under consolidation; and assess the most effective management and operations by counties, non-profit, or for-profit organization; **NOW, THEREFORE**

BE IT RESOLVED the Boards of Benton and Franklin County Commissioners hereby authorizes the BFDHS to contract with BFCAC to finalize the CCRC Feasibility Report, and hereby authorizes the Chairman of the Benton and Franklin Counties Boards of Commissioners to sign the attached contract.

Dated this ..... day of ....., 2008.

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

Dated this ..... day of ....., 2008.

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest: .....
Clerk of the Board

Originals: Benton County
Franklin County

cc:: BFCAC - BFDHS

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between the COUNTIES OF BENTON and FRANKLIN, both political subdivision, with their principal offices at 620 Market Street, Prosser, WA 99350 and 1016 N 4th Ave, Pasco, WA 99301 (hereinafter "COUNTIES"), and **Benton Franklin Community Action Committee, a Washington Non-Profit Corporation,** with its principal offices at **720 West Court St, Pasco, WA,** (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following documents:

a. **Terms and Conditions (this document)**
b. **Exhibit A, Scope of Work;**

2. **DURATION OF CONTRACT**

The term of this Contract shall begin **immediately upon execution of this Contract,** and shall expire **90 calendar days** from the date of execution at which time all work contemplated by this CONTRACT shall be complete. This expiration date may be modified only upon mutual agreement of all parties and the execution of an appropriate amendment. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

a. **CONTRACTOR shall, utilizing either its own employees or contracted agents, conduct a feasibility study regarding the building and structuring of a Consolidated Crisis Response Center that would consolidate the services of the following programs presently operated by the Benton -Franklin Counties Department of Human Services (BFDHS): Crisis Response, Sub-Acute Detoxification Center and Substance Abuse Assessment Center, in one location or campus.** A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A,

representatives are as follows:

a. For CONTRACTOR: **Judith Gidley**
Director
Benton Franklin CAC
720 West Court St
Pasco, WA 99301
(509) 545-4042

b. For COUNTIES: **Fred H. Bowen**
County Administrator
Franklin County Commissioners
1016 North 4th Ave.
Pasco, WA 99301-3706
(509) 545-3578

5. COMPENSATION

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

a. **Total compensation shall be $15,000 inclusive of Washington State sales tax.** Such compensation shall be paid in one lump sum once the final report has been provided and the required oral presentation has been made and shall be payable within 30 days of COUNTIES being billed for such services.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

c. 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. The compensation amount specified herein shall be regarded as compensation at a piece rate and no compensation shall be paid, due or owing, until all work has been done, deliverables have been satisfied, the requisite number of copies of the reports have been produced and the required oral presentation has been made.

d. 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,

representatives are as follows:

a. For CONTRACTOR: **Judith Gidley**
Director
Benton Franklin CAC
720 West Court St
Pasco, WA 99301
(509) 545-4042

b. For COUNTIES: **Fred H. Bowen**
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d. 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,

omissions or defects. Failing to produce the required report or make the required oral presentation by the expiration date stated in this CONTRACT or as amended, shall constitute a failure to perform a substantial obligation of this CONTRACT.

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

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this 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.

7. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this 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. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any employee of the

CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this 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.

8. **INSURANCE**

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

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this 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 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, employers liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to 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 which 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 also shall maintain employers liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

d. **Automobile Liability:** The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto." CONTRACTOR waives all rights against the COUNTIES for the recovery of damages to the extent they are covered by business auto liability.

e. **Other Insurance Provisions:**

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

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

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

(1) The CONTRACTOR shall furnish the COUNTIES with properly executed and unaltered accord 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. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTIES. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTIES of cancellation or changes shall be altered so as not

to negate the intent of this provision.

(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 & 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) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to COUNTIES' representative that CONTRACTOR is currently paying workers compensation.

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

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
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 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 COUNTIES, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. **TERMINATION**

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole

discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost 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.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. CONTRACTOR may utilize the services of a sub-contractor to fulfill its obligations pursuant to this CONTRACT. However, prior to utilization of such sub-contractor CONTRACTOR shall provide COUNTIES with the name of the sub-contractor proposed to be utilized, along with such sub-contractor's qualifications and credentials. Thereafter, if COUNTIES are dissatisfied with the choice of sub-contractor, COUNTIES may, within 5 working days of receiving the notification of choice of sub-contractor, elect to direct CONTRACTOR to seek the services of an alternate sub-contractor in writing and CONTRACTOR shall so proceed. If COUNTIES elect to direct CONTRACTOR to seek services of an alternate sub-contractor, then the expiration date of this CONTRACT shall be extended by 10

calendar days.

11. **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.

12. **INDEPENDENT CONTRACTOR**

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Article **Five** 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.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this 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. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTIES upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTIES.

c. 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**

Disputes 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, judicial proceeding

arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, 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 to this Contract have executed this Contract to take effect as of the date written below.

DATED: _____

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman

Attest: _____
Clerk of the Board of
Benton County

Attest: _____
Clerk of the Board of
Franklin County

Approved as to Form:

_____
Deputy Prosecuting Attorney
Benton County

Approved as to Form:

_____
Deputy Prosecuting Attorney
Franklin County

DATED: _____

CONTRACTOR
Benton Franklin Community Action Community

_____
Judith Gidley

_____
Title

Exhibit A
Scope of Work
BFCAC Contract, Consolidated Crisis Response Center Report

The following items pertain to the Crisis Response, Sub-acute Detoxification Center and Substance Abuse Assessment Center programs currently operated by Benton Franklin Department of Human Services and all references to "Programs" shall be considered as referring to these programs:

1. Review the history and trends that are currently affecting the Programs to determine existing and future growth. COUNTIES shall ensure that Carrie Huie-Pascua is available to be interviewed and consulted with as necessary to provide this information to CONTRACTOR.

2. Survey program managers and key staff to determine their resource needs in such areas: work space, furnishings, fixtures, and specialized equipment related to medical, food service, laundry, information technology connectivity. (Be clear on the difference between needs and wants).

3. Make recommendations on any measures that may result in the realization of additional cost savings resulting from the consolidation of the Programs in one building or campus, including potential changes in staffing.

4. Provide preliminary report detailing the feasibility of consolidating the Programs in one building or in a campus arrangement. If it is determined that consolidation is feasible, include proposed floor plans including square footage measurements, as well as a description of allocation of space to each Program and common areas.

5. Provide a comparison of overhead costs (utilities, IT networking and support, and lease costs) between the present arrangement and one where the Programs are consolidated in one building or campus.

6. Assess the most effective management and operations system as to whether the a proposed consolidated crisis center should be run by the COUNTIES, a nonprofit corporation, or a for-profit organization. Detail the advantages and disadvantages of each form of management.

DRAFT

Benton-Franklin Health District

2009 Revenue Budget Request I

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request	*Amount of Change*
308.10	Reserve Fund Balance	0.00	0.00	0.00	474,969.00	*474,969.00* <
308.80	Unreserved Fund Balance	1,326,546.00	735,666.00	735,666.00	0.00	*-735,666.00*
333.10.52	WIC - Farmers Market	604.00	603.00	0.00	843.00	*240.00* <
333.10.57	WIC	719,959.34	650,263.00	426,564.39	756,562.75	*106,299.75*
333.10.57	WIC Breastfeeding	1,431.30	10,250.00	1,741.05	10,250.00	*0.00*
333.10.57	WIC Food Stamp Nutrition Education	14,345.34	27,371.00	6,089.32	27,406.00	*35.00*
333.66.48	EHP Drinking Water	0.00	12,500.00	2,900.00	2,500.00	*-10,000.00* <
333.66.48	CSHCN Epilepsy	0.00	0.00	0.00	2,500.00	*2,500.00*
333.91.16	TB Control	0.00	0.00	2,854.49	0.00	*0.00*
333.91.36	EMS - Injury Prevention	8,925.00	9,900.00	4,725.00	9,900.00	*0.00*
333.92.68	Immunization	97,262.60	70,700.00	18,984.03	70,700.00	*0.00*
333.92.83	PHEPR	589,364.04	509,316.00	267,627.78	491,444.00	*-17,872.00*
333.92.83	PHEPR Focus A Special Projects	0.00	0.00	0.00	0.00	*0.00*
333.92.83	PHEPR Pandemic Influenza	105,151.89	83,700.00	10,869.49	0.00	*-83,700.00*
333.92.83	PHEPR Hospital Pan Flu	0.00	0.00	0.00	49,659.00	*49,659.00*
333.92.83	Bioterrorism/Hospital HRSA	35,091.92	50,000.00	11,215.23	50,000.00	*0.00*
333.93.40	HIV/AIDS	61,824.53	82,029.00	30,549.77	77,927.55	*-4,101.45*
333.95.75	Infant/Toddler Initiative	48,814.06	45,085.00	22,363.06	45,085.00	*0.00*
333.97.78	Cover All Kids	0.00	0.00	56,952.00	0.00	*0.00*
333.97.78.7	Administrative Match	140,975.05	180,000.00	88,940.63	180,000.00	*0.00*
333.97.78.8	Targeted Intensive Case Management	400,937.55	437,376.00	250,070.68	437,376.00	*0.00*
333.99.17	Ryan White Title II Care Services	91,286.14	87,911.00	36,156.82	87,911.00	*0.00*
333.99.87	Refugee Health	58,285.40	85,000.00	42,680.03	85,000.00	*0.00*
333.99.91	Preventative Health/Mat. & Inf.	7,709.01	0.00	394.15	0.00	*0.00*
333.99.94	MIH/CAH/CSHCN	284,420.08	233,599.00	180,410.40	233,599.00	*0.00*
334.03.10	Solid Waste	59,114.08	55,000.00	31,586.76	55,000.00	*0.00*
334.03.12	Site Hazards Assessment	9,603.29	30,500.00	1,755.83	30,500.00	*0.00*
334.04.64.2	Child Protective Services	43,010.87	55,554.00	26,400.45	55,554.00	*0.00*
334.04.64.3	Passport Program	55,633.46	61,600.00	27,848.16	61,600.00	*0.00*
334.04.64.4	Alternative Response System	40,474.08	41,352.00	12,979.52	41,352.00	*0.00*
334.04.91	PHEPR Pandemic Influenza	52,400.59	0.00	0.00	0.00	*0.00*
334.04.91	EHP Drinking Water Group Systems	1,825.00	20,000.00	3,350.00	17,625.00	*-2,375.00*
334.04.92	Local Capacity Funding	283,385.03	264,906.00	118,831.19	266,670.00	*1,764.00*
334.04.92	Local Capacity HAS	2,900.00	0.00	0.00	0.00	*0.00*
334.04.93	Group A Sanitary Surveys	7,875.00	4,500.00	8,125.00	4,500.00	*0.00*
334.04.96	HIV/AIDS Regional Allocation	114,879.10	123,104.00	49,955.29	123,104.00	*0.00*
334.04.97	Oral Health	25,376.40	33,048.00	17,460.01	34,163.00	*1,115.00*

2.8.2

334.04.98	Multi-State Learning Collaborative	2,100.00	0.00	0.00	0.00	*0.00*

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request	*Amount of Change*
334.04.98	Electronic Death Records System	23,414.16	30,000.00	2,400.53	0.00	*-30,000.00*
334.04.99	Blue Ribbon Public Heath Funding	0.00	323,238.00	323,238.00	323,238.00	*0.00*
Subtotal - State and Federal Grants		**3,388,378.31**	**3,618,405.00**	**2,086,019.06**	**3,631,969.30**	***13,564.30***
336.04.23	**I-695 Replacement Funds**	**1,165,612.00**	**1,165,612.00**	**582,806.00**	**1,165,612.00**	***0.00*** <
338.40	TB Support: Benton County	42,968.75	46,875.00	23,437.50	46,875.00	*0.00* <
	Franklin County	14,322.88	15,625.00	7,812.48	15,625.00	*0.00*
Subtotal - Tuberculosis Support		**57,291.63**	**62,500.00**	**31,249.98**	**62,500.00**	***0.00***
338.40	Interlocal Governmental Support					<
	Benton County	281,460.42	599,179.00	158,793.00	599,179.00	*0.00*
	Franklin County	186,161.70	242,635.00	100,832.52	242,635.00	*0.00*
	Benton City	0.00	0.00	0.00	0.00	*0.00*
	Connell	0.00	0.00	0.00	0.00	*0.00*
	Kahlotus	0.00	0.00	0.00	0.00	*0.00*
	Kennewick	0.00	0.00	0.00	0.00	*0.00*
	Mesa	0.00	0.00	0.00	0.00	*0.00*
	Pasco	0.00	0.00	0.00	0.00	*0.00*
	Prosser	0.00	0.00	0.00	0.00	*0.00*
	Richland	0.00	0.00	0.00	0.00	*0.00*
	West Richland	0.00	0.00	0.00	0.00	*0.00*
Subtotal - Interlocal Governmental Support		**467,622.12**	**841,814.00**	**259,625.52**	**841,814.00**	***0.00***
	Title XIX fee for service					<
338.97.78.1	Maternity Case Management	15,620.00	28,472.00	6,900.00	28,472.00	*0.00*
338.97.78.2	Maternity Support Services	360,235.00	378,966.00	137,962.34	378,966.00	*0.00*
338.97.78.4	Workfirst - Public Health Part. CSHCN	2,150.00	3,000.00	0.00	3,000.00	*0.00*
338.97.78.8	HIV/AIDS Case Management	2,328.28	5,000.00	3,804.90	5,000.00	*0.00*
Subtotal - Title XIX fee for service		**380,333.28**	**415,438.00**	**148,667.24**	**415,438.00**	***0.00***

Benton-Franklin Health District
2009 Revenue Budget Request

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request	*Amount of Change*
	Preventive Health Fees					<
346.20	ECEAP	24,209.50	22,800.00	14,700.00	22,800.00	*0.00*
346.21	Daycare Consulting	8,568.00	4,000.00	6,205.46	4,000.00	*0.00*
346.22	Nursing Consulting Services	10,537.43	10,920.00	0.00	10,920.00	*0.00*
346.23	Clinic Immunizations	342,368.62	317,880.00	159,793.10	317,880.00	*0.00*
346.24	Influenza Immunizations	265,796.70	336,000.00	62,357.05	336,000.00	*0.00*
346.25	Overseas Immunizations	143,908.92	114,625.00	82,096.46	160,000.00	*45,375.00*<
346.26	STD Clinic Services	3,269.91	4,800.00	1,327.33	4,800.00	*0.00*
346.27	TB Skin Tests	22,548.03	28,627.00	12,986.64	28,627.00	*0.00*
346.28	Rabies Treatment	14,484.63	6,176.00	4,777.26	6,176.00	*0.00*
346.29	Aids Education/Conference Fees	5,700.00	5,000.00	2,495.00	5,000.00	*0.00*
346.30	Dental Fees	0.00	0.00	0.00	0.00	*0.00*
Subtotal - Preventive Health Fees		**841,391.74**	**850,828.00**	**346,738.30**	**896,203.00**	***45,375.00***
	Environmental Health Fees					
321.11	Food Worker Permits	85,175.00	76,000.00	43,288.00	85,000.00	*9,000.00*<
321.22	Food Service Operating Permits	314,917.25	335,500.00	120,803.00	335,500.00	*0.00*<
321.23	Solid Waste Fees - Permits	16,826.00	18,375.00	15,789.00	18,375.00	*0.00*
321.24	Public Pool Operating Permits	54,642.50	54,000.00	3,943.00	54,000.00	*0.00*<
322.11	Liquid Waste Disposal	302,308.00	275,000.00	147,141.00	275,000.00	*0.00*<
346.52	Community Water Systems	4,500.00	4,000.00	1,600.00	4,000.00	*0.00*
346.56	Food Service/Plan Review	17,024.00	13,000.00	5,361.00	13,000.00	*0.00*
346.58	School Plan Reviews	800.00	400.00	0.00	400.00	*0.00*
Subtotal - Environmental Health Fees		**796,192.75**	**776,275.00**	**337,925.00**	**785,275.00**	***9,000.00***
	Other Health Fees					
346.71	Vital Records	318,218.50	321,366.00	164,032.00	321,366.00	*0.00*<
347.72	Water Laboratory Tests	181,904.10	178,200.00	87,572.80	178,200.00	*0.00*<
Subtotal - Other Health Fees		**500,122.60**	**499,566.00**	**251,604.80**	**499,566.00**	***0.00***

Benton-Franklin Health District
2009 Revenue Budget Request

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request	*Amount of Change*
	Miscellaneous Revenue					
361.00	Investment Interest	10,873.99	20,000.00	0.00	5,000.00	*-15,000.00<*
367.00	Donations	8,018.72	10,500.00	800.00	10,500.00	*0.00*
367.06	Community Network Grants	13,992.74	0.00	0.00	0.00	*0.00*
369.10	Other Miscellaneous Revenue	-8,493.43	-4,000.00	-4,752.19	-4,000.00	*0.00*
369.10	Insurance Settlements	0.00	0.00	0.00	0.00	*0.00*
380.00.20	Contingency Reserve	0.00	0.00	0.00	0.00	*0.00*
380.00.30	Capital Vehicle Reserve	0.00	0.00	0.00	0.00	*0.00*
380.10	Refunds of Expenses	10,225.72	10,000.00	4,447.54	10,000.00	*0.00*
380.11	Canceled Warrants/Adjustments	0.00	500.00	0.00	500.00	*0.00*
Subtotal - Miscellaneous Revenue		**34,617.74**	**37,000.00**	**495.35**	**22,000.00**	***-15,000.00***
395.10	Proceeds from Sale of Capital Assets	0.01	700,000.00	0.00	0.00	*-700,000.00<*
Subtotal - Sale of Capital Equipment		**0.01**	**700,000.00**	**0.00**	**0.00**	***-700,000.00***
	TOTAL REVENUE	**8,958,108.18**	**9,703,104.00**	**4,045,131.25**	**8,320,377.30**	***-1,382,726.70***

2009 REVENUE BUDGET REQUEST TOTAL	**8,320,377.30**
2009 EXPENDITURE BUDGET REQUEST TOTAL	**9,554,239.52**
DIFFERENCE	**-1,233,862.22**

NOTES

Reflects creating a reserve fund pending the approval of the budget policy.

2009 Budget Request includes all current state and federal grant allocations as 8/08.

Net increase for all state and federal grants total $13,564

NOTES

No expected increase in these funds

Assumes County TB contributions
remain the same.

Assumes Counties continue to contribute
at 2008 level.

No expected increase in Medicaid
reimbursement rates for 2009.

NOTES

No projected increase in service volumes for 2009

Increase reflects continued demand for Travel clinic services.

Fees established at State Level. Increase due to increase in demand for permit. Permits billed in 4th Qtr, have not yet experience full impact of 2008 fee increase

Fees established at State Level. Permit issuance is down in 2008

Fees established at State Level. No projected increase in service volumes for 2009

NOTES

Decrease reflects lower interest rates on investments and less surplus cash to invest.

Decrease reflects completion of sale of Canal Street Building

Benton-Franklin Health District
2009 Expenditure Budget Request

Expenditure Account Number	Item	2007 Actual Expenditures	2008 Budget Revision 1	Expenditures Thru 6/30/2008	2009 Budget Request	*Expenditure Difference*	NOTES
1101	Salaries	4,761,399.21	5,333,740.07	2,463,579.62	5,527,912.31	*194,172.24*	< Salary & payroll taxes increase reflect the District's
2101	Industrial Insurance	17,194.12	21,807.00	11,862.68	27,012.45	*5,205.45*	current obligations, plus the addition of the Administrator
2102	FICA	285,321.39	330,729.37	149,414.49	342,741.57	*12,012.20*	position less 1 Epidemiologist position.
2103	FICA/Medicare	67,447.27	77,841.21	34,943.74	80,156.82	*2,315.61*	
2104	Retirement	273,297.25	381,143.85	149,477.16	442,901.58	*61,757.73*	< Increase reflects the 7/08 PERS contribution
2105	Unemployment	929.71	30,000.00	0.00	30,000.00	*0.00*	Rate Increase
2106	VEBA	45,538.37	51,354.35	27,837.03	52,010.58	*656.23*	
2107	Medical Insurance	401,222.85	464,426.36	202,322.70	540,597.11	*76,170.75*	< Increase includes a $50/month increase in employer
2108	Employee Assistance	4,867.50	5,024.20	2,730.00	4,989.00	*-35.20*	Contributions
2109	Wellness Program	0.00	0.00	0.00	13,080.00		< Increase reflects a $10/month per employee benefit
							If they join a health club.
Subtotal - Salaries & Benefits		**5,857,217.67**	**6,696,066.41**	**3,042,167.42**	**7,061,401.42**	***365,335.01***	
3101	Office Supplies	109,644.59	59,386.00	37,275.08	64,239.00	*4,853.00*	< Increase reflects actual usage.
3102	Printed Forms	19,836.41	34,006.00	14,077.83	33,885.92	*-120.08*	
3103	Building Maintenance Supplies	10,301.34	6,000.00	3,851.51	6,000.00	*0.00*	
3104	Books and Periodicals	12,175.24	9,779.00	3,061.21	10,129.00	*350.00*	
3105	Laboratory Supplies	41,340.54	39,750.00	28,096.07	39,750.00	*0.00*	
3106	Drugs	416,450.58	375,247.00	132,389.34	375,247.00	*0.00*	
3107	Clinic Supplies	51,430.40	60,000.00	18,454.42	59,9:0.00	*0.00*	
3107A	Protective Clothing	0.00	750.00	0.00	750.00	*0.00*	
3501	Operating Equipment	158,119.14	144,535.59	40,741.05	139,505.26	*-5,030.33*	
3502	Computer Equip.Replacement	0.00	33,200.00	6,449.00	33,200.00	*0.00*	
Subtotal - Supplies & Equipment		**819,298.24**	**762,653.59**	**284,395.51**	**762,706.18**	***52.59***	
4101	Professional/Medical Services	156,582.17	107,100.00	47,643.91	131,560.90	*24,460.90*	< Increase do to the additional need of interpreter services
4101A	A & E Construction Doc.	0.00	0.00	0.00	0.00	*0.00*	
4102	Computer Services	39,337.66	31,575.00	16,877.79	33,500.00	*1,925.00*	
4104	Legal Services	22,273.48	12,000.00	8,950.70	12,000.00	*0.00*	
4105	Labor Negotiations	4,773.42	20,000.00	12,926.78	10,000.00	*-10,000.00*	< Decrease reflects multi-year labor agreements
4106	Movers	5,713.03	30,714.00	1,197.75	5,000.00	*-25,714.00*	< Decrease completion of office relocations.
4107	Custodian	53,386.96	24,066.00	15,745.52	20,440.00	*-3,626.00*	< Decrease reflects amounts needed for FC and Prosser
4108	Auditor's Fee	16,783.45	18,000.00	0.00	19,000.00	*1,000.00*	Offices only.
4109	Bureau of Vital Statistics	175,984.00	153,000.00	96,699.00	180,000.00	*27,000.00*	< Increase reflects actual usage.
4201	Telephone	72,689.36	95,290.00	33,774.29	83,375.12	*-11,914.88*	< Decrease reflects line item shift to Scan Charges.
4201A	Scan Charges	18,715.22	10,000.00	9,521.02	20,000.00	*10,000.00*	< Increase reflects cost for internet connectivity through
4202	Postage	23,611.46	31,790.00	12,815.33	28,570.00	*-3,220.00*	DIS

Benton-Franklin Health District
2009 Expenditure Budget Request

Expenditure Account Number	Item	2007 Actual Expenditures	2008 Budget Revision 1	Expenditures Thru 6/30/2008	2009 Budget Request	*Expenditure Difference*	NOTES
4301	Travel	26,492.57	40,000.00	11,636.56	38,405.82	*-1,594.18*	
4302	Mileage	63,302.45	70,000.00	28,682.96	69,541.82	*-458.18*	
4401	Advertising	3,997.84	13,872.00	2,645.06	14,971.69	*1,099.69*	
4501	Space Rent	194,897.12	334,190.00	177,352.25	310,516.00	*-23,674.00*	< Decrease reflects the completion of the Richland Office
4502	Equipment Rental	44,467.48	43,800.00	24,066.13	43,800.00	*0.00*	lease.
4601	Insurance	90,743.00	90,663.00	394.00	99,817.00	*9,154.00*	< Increase reflects expected increase in insurance premiums
4701	Public Utilities	23,308.76	21,247.00	8,929.29	10,000.00	*-11,247.00*	< Decrease reflects amounts needed for FC and Prosser
4702	Maintenance & Operations - BC	0.00	250,000.00	104,465.00	250,000.00	*0.00*	Offices only.
4703	Hazardous Waste Disposal	145.00	350.00	70.50	350.00	*0.00*	
4801	Vehicle Repair & Maintenance	25,450.80	16,000.00	14,233.92	25,000.00	*9,000.00*	< Increase due to high fuel prices and age of vehicles.
4802	Equipment Repair & Maintenance	9,635.85	52,179.00	17,992.83	61,130.90	*8,951.90*	< Increase reflects yearly service agreement for Charting System
4803	Building Repair and Maintenance	319,291.05	50,000.00	26,711.91	30,000.00	*-20,000.00*	< Decrease reflects amounts needed for FC and Prosser
4901	Association Dues	12,255.45	20,366.00	11,073.66	19,470.67	*-895.33*	Offices only.
4902	Registration Fees	9,710.04	28,067.00	2,937.40	22,767.00	*-5,300.00*	
4903	Staff Training	12,756.22	25,200.00	2,188.61	22,000.00	*-3,200.00*	
4904	Refunds-general	853.89	5,000.00	451.89	1,000.00	*-4,000.00*	
4905	Refunds-Environmental Health	6,720.63	7,450.00	2,796.25	7,450.00	*0.00*	
4906	Refunds - Nursing	5,593.73	7,800.00	4,062.52	7,800.00	*0.00*	
4907	TICM Discretionary Fund	22,992.72	20,000.00	7,966.73	20,000.00	*0.00*	
4908	Bank Service Charges	362.08	1,400.00	1,067.09	1,400.00	*0.00*	
4909	DSHS Verification	459.11	4,015.00	130.43	4,015.00	*0.00*	
Subtotal - Other Services & Charges		**1,463,286.00**	**1,635,134.00**	**706,007.08**	**1,602,881.92**	***-32,252.08***	
5100	**Intergovernmental Payments**	**0.00**	**500,000.00**	**0.00**	**0.00**	***-500,000.00***	
6401	Capital Equipment	8,622.84	41,000.00	1,826.03	35,000.00	*-6,000.00*	
6401A	Computerized Billing System	0.00	0.00	0.00	0.00	*0.00*	
6401B	Accounting System	0.00	0.00	0.00	0.00	*0.00*	
6401C	Medical Records System	0.00	0.00	0.00	0.00	*0.00*	
6401D	Office Furniture	0.00	0.00	0.00	0.00	*0.00*	
6402	Capital Vehicles	18,583.46	0.00	0.00	24,000.00	*24,000.00*	< Increase reflect the purchase 1 replacement
6601	Capitalized Rentals	0.00	68,250.00	29,734.07	68,250.00	*0.00*	Vehicle.
Subtotal - Capital Items		**27,206.30**	**109,250.00**	**31,560.10**	**127,250.00**	***18,000.00***	
	TOTAL EXPENDITURES	**8,167,008.21**	**9,703,104.00**	**4,064,130.11**	**9,554,239.52**	***-148,864.48***	

Benton-Franklin alth District
2009 Expenditure udget Request

2009 REVENUE BUDGET REQUEST TOTAL	**8,320,377.30**
2009 EXPENDITURE BUDGET REQUEST TOTAL	**9,554,239.52**
DIFFERENCE	**-1,233,862.22**

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request #2	Amount of Change	NOTES
308.10	Reserve Fund Balance	1,326,546.00	735,666.00	735,666.00	96,666.00	-639,000.00	Reflects creating a reserve fund pending
308.80	Unreserved Fund Balance	0.00	0.00	0.00	450,000.00	450,000.00 <	the approval of the budget policy.
333.10.52	WIC - Farmers Market	604.00	603.00	0.00	843.00	240.00 <	2009 Budget Request includes all
333.10.57	WIC	719,959.34	650,263.00	426,564.39	756,562.75	106,299.75	current state and federal grant
333.10.57	WIC Breastfeeding	1,431.30	10,250.00	1,741.05	10,250.00	0.00	allocations as 8/08.
333.10.57	WIC Food Stamp Nutrition Education	14,345.34	27,371.00	6,089.32	27,406.00	35.00	
333.66.48	EHP Drinking Water	0.00	12,500.00	2,900.00	2,500.00	-10,000.00 <	Net increase for all state and federal
333.66.48	CSHCN Epilepsy	0.00	0.00	0.00	2,500.00	2,500.00	grants total $13,564
333.91.16	TB Control	0.00	0.00	2,854.49	0.00	0.00	
333.91.36	EMS - Injury Prevention	8,925.00	9,900.00	4,725.00	9,900.00	0.00	
333.92.68	Immunization	97,262.60	70,700.00	18,984.03	70,700.00	0.00	
333.92.83	PHEPR	589,364.04	509,316.00	267,627.78	491,444.00	-17,872.00	
333.92.83	PHEPR Focus A Special Projects	0.00	0.00	0.00	0.00	0.00	
333.92.83	PHEPR Pandemic Influenza	105,151.89	83,700.00	10,869.49	0.00	-83,700.00	
333.92.83	PHEPR Hospital Pan Flu	0.00	0.00	0.00	49,659.00	49,659.00	
333.92.83	Bioterrorism/Hospital HRSA	35,091.92	50,000.00	11,215.23	50,000.00	0.00	
333.93.40	HIV/AIDS	61,824.53	82,029.00	30,549.77	77,927.55	-4,101.45	
333.95.75	Infant/Toddler Initiative	48,814.06	45,085.00	22,363.06	45,085.00	0.00	
333.97.78	Cover All Kids	0.00	0.00	56,952.00	0.00	0.00	
333.97.78.70	Administrative Match	140,975.05	180,000.00	88,940.63	180,000.00	0.00	
333.97.78.9	Targeted Intensive Case Management	400,937.55	437,376.00	250,070.68	437,376.00	0.00	
333.99.17	Ryan White Title II Care Services	91,286.14	87,911.00	36,156.82	87,911.00	0.00	
333.99.77	STD Epidemiology	0.00	0.00	0.00	0.00	0.00	
333.99.87	Refugee Health	58,285.40	85,000.00	42,680.03	85,000.00	0.00	
333.99.91	Preventative Health/Mat. & Inf.	7,709.01	0.00	394.15	0.00	0.00	
333.99.94	MIH/CAH/CSHCN	284,420.08	233,599.00	180,410.40	233,599.00	0.00	
334.03.10	Solid Waste	59,114.08	55,000.00	31,586.76	55,000.00	0.00	
334.03.12	Site Hazards Assessment	9,603.29	30,500.00	1,755.83	30,500.00	0.00	
334.04.64.2	Child Protective Services	43,010.87	55,554.00	26,400.45	55,554.00	0.00	
334.04.64.3	Passport Program	55,633.46	61,600.00	27,848.16	61,600.00	0.00	
334.04.64.4	Alternative Response System	40,474.08	41,352.00	12,979.52	41,352.00	0.00	
334.04.91	PHEPR Pandemic Influenza	52,400.59	0.00	0.00	0.00	0.00	
334.04.91	EHP Drinking Water Group Systems	1,825.00	20,000.00	3,350.00	17,625.00	-2,375.00	
334.04.92	Local Capacity Funding	283,385.03	264,906.00	118,831.19	266,670.00	1,764.00	
334.04.92	Local Capacity HAS	2,900.00	0.00	0.00	0.00	0.00	
334.04.93	Group A Sanitary Surveys	7,875.00	4,500.00	8,125.00	4,500.00	0.00	
334.04.96	HIV/AIDS Regional Allocation	114,879.10	123,104.00	49,955.29	123,104.00	0.00	
334.04.97	Oral Health	25,376.40	33,048.00	17,460.01	34,163.00	1,115.00	

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AUG 26 2008
BENTON COUNTY
COMMISSIONERS

<date>

334.04.98	Multi-State Learning Collaborative	2,100.00	0.00	0.00	0.00	*0.00*	

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request	*Amount of Change*	NOTES
334.04.98	Electronic Death Records System	23,414.16	30,000.00	2,400.53	0.00	*-30,000.00*	
334.04.99	Blue Ribbon Public Heath Funding	0.00	323,238.00	323,238.00	323,238.00	*0.00*	
Subtotal - State and Federal Grants		**3,388,378.31**	**3,618,405.00**	**2,086,019.06**	**3,631,969.30**	***13,564.30***	
336.04.23	**I-695 Replacement Funds**	**1,165,612.00**	**1,165,612.00**	**582,806.00**	**1,165,612.00**	***0.00***	< No expected increase in these funds
338.40	TB Support: Benton County	42,968.75	46,875.00	23,437.50	46,875.00	*0.00*	< Assumes County TB contributions
	Franklin County	14,322.88	15,625.00	7,812.48	15,625.00	*0.00*	remain the same.
Subtotal - Tuberculosis Support		**57,291.63**	**62,500.00**	**31,249.98**	**62,500.00**	***0.00***	
338.40	Interlocal Governmental Support						< Assumes Counties continue to contribute
	Benton County	281,460.42	599,179.00	158,793.00	599,179.00	*0.00*	at 2008 level.
	Franklin County	186,161.70	242,635.00	100,832.52	242,635.00	*0.00*	
	Benton City	0.00	0.00	0.00	0.00	*0.00*	
	Connell	0.00	0.00	0.00	0.00	*0.00*	
	Kahlotus	0.00	0.00	0.00	0.00	*0.00*	
	Kennewick	0.00	0.00	0.00	0.00	*0.00*	
	Mesa	0.00	0.00	0.00	0.00	*0.00*	
	Pasco	0.00	0.00	0.00	0.00	*0.00*	
	Prosser	0.00	0.00	0.00	0.00	*0.00*	
	Richland	0.00	0.00	0.00	0.00	*0.00*	
	West Richland	0.00	0.00	0.00	0.00	*0.00*	
Subtotal - Interlocal Governmental Support		**467,622.12**	**841,814.00**	**259,625.52**	**841,814.00**	***0.00***	
	Title XIX fee for service						< No expected increase in Medicaid
338.97.78.1	Maternity Case Management	15,620.00	28,472.00	6,900.00	28,472.00	*0.00*	reimbursement rates for 2009.
338.97.78.2	Maternity Support Services	360,235.00	378,966.00	137,962.34	378,966.00	*0.00*	
338.97.78.4	Workfirst - Public Health Part. CSHCN	2,150.00	3,000.00	0.00	3,000.00	*0.00*	
338.97.78.8	HIV/AIDS Case Management	2,328.28	5,000.00	3,804.90	5,000.00	*0.00*	
Subtotal - Title XIX fee for service		**380,333.28**	**415,438.00**	**148,667.24**	**415,438.00**	***0.00***	

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request #2	Amount of Change	NOTES
	Preventive Health Fees						
346.20	ECEAP	24,209.50	22,800.00	14,700.00	22,800.00	0.00 <	No projected increase in service volumes for 2009
346.21	Daycare Consulting	8,568.00	4,000.00	6,205.46	7,000.00	3,000.00 <	Increase in hr contract rate
346.22	Nursing Consulting Services	10,537.43	10,920.00	0.00	10,920.00	0.00	
346.23	Clinic Immunizations	342,368.62	317,880.00	159,793.10	493,880.00	176,000.00 <	Increase charge for Vaccine administration
346.24	Influenza Immunizations	265,796.70	336,000.00	62,357.05	336,000.00	0.00	
346.25	Overseas Immunizations	143,908.92	114,625.00	82,096.46	168,510.00	53,885.00 <	Increase reflects continued demand for
346.26	STD Clinic Services	3,269.91	4,800.00	1,327.33	4,800.00	0.00	Travel clinic services + $5 increase to Clinic Visit
346.27	TB Skin Tests	22,548.03	28,627.00	12,986.64	122,813.00	94,186.00 <	Addition of Clinic Visit Charge
346.28	Rabies Treatment	14,484.63	6,176.00	4,777.26	6,176.00	0.00	
346.29	Aids Education/Conference Fees	5,700.00	5,000.00	2,495.00	10,000.00	5,000.00 <	Set Class Rate at $10/hr
346.30	Dental Fees	0.00	0.00	0.00	2,000.00	2,000.00 <	Dental varnishes
Subtotal - Preventive Health Fees		**841,391.74**	**850,828.00**	**346,738.30**	**1,184,899.00**	***334,071.00***	
	Environmental Health Fees						
321.11	Food Worker Permits	85,175.00	76,000.00	43,288.00	85,000.00	9,000.00 <	Fees established at State Level. Increase due to increase in demand for permit.
321.22	Food Service Operating Permits	314,917.25	335,500.00	120,803.00	369,000.00	33,500.00 <	Increase fees by 10%
321.23	Solid Waste Fees - Permits	16,826.00	18,375.00	15,789.00	18,375.00	0.00	
321.24	Public Pool Operating Permits	54,642.50	54,000.00	3,943.00	54,000.00	0.00 <	Fees established at State Level.
322.11	Liquid Waste Disposal	302,308.00	275,000.00	147,141.00	302,500.00	27,500.00 <	Permit issuance is down in 2008
346.52	Community Water Systems	4,500.00	4,000.00	1,600.00	4,000.00	0.00	Increase fees for 2009 by 10%
346.56	Food Service/Plan Review	17,024.00	13,000.00	5,361.00	13,000.00	0.00	
346.58	School Plan Reviews	800.00	400.00	0.00	400.00	0.00	
Subtotal - Environmental Health Fees		**796,192.75**	**776,275.00**	**337,925.00**	**846,275.00**	***70,000.00***	
	Other Health Fees						
346.71	Vital Records	318,218.50	321,366.00	164,032.00	321,366.00	0.00 <	Fees established at State Level.
364.9	Health Officer Services	0.00	0.00	0.00	12,000.00	12,000.00 <	Contract Walla Walla Health District
347.72	Water Laboratory Tests	181,904.10	178,200.00	87,572.80	211,200.00	33,000.00 <	No projected increase in service volumes for 2009 - Fee increase of 17%
Subtotal - Other Health Fees		**500,122.60**	**499,566.00**	**251,604.80**	**544,566.00**	***45,000.00***	

Revenue Account Number	Item	2007 Actual Revenue	2008 Revision 1 Budget	Revenue Thru 6/30/2008	2009 Budget Request #2	*Amount of Change*	NOTES
	Miscellaneous Revenue						
361.00	Investment Interest	10,873.99	20,000.00	0.00	5,000.00	*-15,000.00* <	Decrease reflects lower interest rates on investments and less surplus cash to invest
367.00	Donations	8,018.72	10,500.00	800.00	10,500.00	*0.00*	
367.03	Washington Dental Service Foundation	0.00	0.00	0.00	0.00	*0.00*	
367.04	March of Dimes Grant	0.00	0.00	0.00	0.00	*0.00*	
367.06	Community Network Grants	13,992.74	0.00	0.00	0.00	*0.00*	
369.10	Other Miscellaneous Revenue	-8,493.43	-4,000.00	-4,752.19	-4,000.00	*0.00*	
369.10	Insurance Settlements	0.00	0.00	0.00	0.00	*0.00*	
380.00.20	Contingency Reserve	0.00	0.00	0.00	0.00	*0.00*	
380.00.30	Capital Vehicle Reserve	0.00	0.00	0.00	0.00	*0.00*	
380.10	Refunds of Expenses	10,225.72	10,000.00	4,447.54	10,000.00	*0.00*	
380.11	Canceled Warrants/Adjustments	0.00	500.00	0.00	500.00	*0.00*	
Subtotal - Miscellaneous Revenue		**34,617.74**	**37,000.00**	**495.35**	**22,000.00**	***-15,000.00***	
395.10	Proceeds from Sale of Capital Assets	0.01	700,000.00	0.00	0.00	*-700,000.00* <	Decrease reflects completion of sale of Canal Street Building
Subtotal - Sale of Capital Equipment		**0.01**	**700,000.00**	**0.00**	**0.00**	***-700,000.00***	
	TOTAL REVENUE	**8,958,108.18**	**9,703,104.00**	**4,780,797.25**	**8,811,739.30**	***-891,364.70***	

2009 REVENUE BUDGET REQUEST TOTAL	**8,811,739.30**
2009 EXPENDITURE BUDGET REQUEST TOTAL	**9,345,096.05**
DIFFERENCE	**-533,356.75**

Expenditure Account Number	Item	2007 Actual Expenditures	2008 Budget Revision 1	Expenditures Thru 6/30/2008	2009 Budget Request #2	*Expenditure Difference*	NOTES
1101	Salaries	4,761,399.21	5,333,740.07	2,463,579.62	5,380,943.05	*47,202.98<*	Salary & payroll taxes increase reflect the District's
2101	Industrial Insurance	17,194.12	21,807.00	11,862.68	26,516.82	*4,709.82*	current obligations, less 2 FTE's (1 Epidemiologist
2102	FICA	285,321.39	330,729.37	149,414.49	333,629.49	*2,900.12*	& 1 Local EmergencyResponse Coordinator)
2103	FICA/Medicare	67,447.27	77,841.21	34,943.74	78,025.78	*184.57*	** Does not include Administrators Position
2104	Retirement	273,297.25	381,143.85	149,477.16	430,688.43	*49,544.58<*	Increase reflects the 7/08 PERS contribution
2105	Unemployment	929.71	30,000.00	0.00	30,000.00	*0.00*	Rate Increase
2106	VEBA	45,538.37	51,354.35	27,837.03	50,540.89	*-813.46*	
2107	Medical Insurance	401,222.85	464,426.36	202,322.70	530,924.49	*66,498.13<*	Increase includes a $50/month increase in employer
2108	Employee Assistance	4,867.50	5,024.20	2,730.00	4,989.00	*-35.20*	Contributions
2109	Wellness Program	0.00	0.00	0.00	0.00		
Subtotal - Salaries & Benefits		**5,857,217.67**	**6,696,066.41**	**3,042,167.42**	**6,866,257.95**	***170,191.54***	
3101	Office Supplies	109,644.59	59,386.00	37,275.08	64,239.00	*4,853.00<*	Increase reflects actual usage.
3102	Printed Forms	19,836.41	34,006.00	14,077.83	33,885.92	*-120.08*	
3103	Building Maintenance Supplies	10,301.34	6,000.00	3,851.51	6,000.00	*0.00*	
3104	Books and Periodicals	12,175.24	9,779.00	3,061.21	10,129.00	*350.00*	
3105	Laboratory Supplies	41,340.54	39,750.00	28,096.07	39,750.00	*0.00*	
3106	Drugs	416,450.58	375,247.00	132,389.34	375,247.00	*0.00*	
3107	Clinic Supplies	51,430.40	60,000.00	18,454.42	60,000.00	*0.00*	
3107A	Protective Clothing	0.00	750.00	0.00	750.00	*0.00*	
3501	Operating Equipment	158,119.14	144,535.59	40,741.05	139,505.26	*-5,030.33*	
3502	Computer Equip.Replacement	0.00	33,200.00	6,449.00	33,200.00	*0.00*	
Subtotal - Supplies & Equipment		**819,298.24**	**762,653.59**	**284,395.51**	**762,706.18**	***52.59***	
4101	Professional/Medical Services	156,582.17	107,100.00	47,643.91	131,560.90	*24,460.90<*	Increase do to the additional need of interpreter services
4101A	A & E Construction Doc.	0.00	0.00	0.00	0.00	*0.00*	
4102	Computer Services	39,337.66	31,575.00	16,877.79	33,500.00	*1,925.00*	
4104	Legal Services	22,273.48	12,000.00	8,950.70	12,000.00	*0.00*	
4105	Labor Negotiations	4,773.42	20,000.00	12,926.78	10,000.00	*-10,000.00<*	Decrease reflects multi-year labor agreements
4106	Movers	5,713.03	30,714.00	1,197.75	5,000.00	*-25,714.00<*	Decrease completion of office relocations.
4107	Custodian	53,386.96	24,066.00	15,745.52	20,440.00	*-3,626.00<*	Decrease reflects amounts needed for FC and Prosser
4108	Auditor's Fee	16,783.45	18,000.00	0.00	19,000.00	*1,000.00*	Offices only.
4109	Bureau of Vital Statistics	175,984.00	153,000.00	96,699.00	180,000.00	*27,000.00<*	Increase reflects actual usage.
4201	Telephone	72,689.36	95,290.00	33,774.29	83,375.12	*-11,914.88<*	Decrease reflects line item shift to Scan Charges.
4201A	Scan Charges	18,715.22	10,000.00	9,521.02	20,000.00	*10,000.00<*	Increase reflects cost for internet connectivity through
4202	Postage	23,611.46	31,790.00	12,815.33	28,570.00	*-3,220.00*	DIS

Expenditure Account Number	Item	2007 Actual Expenditures	2008 Budget Revision 1	Expenditures Thru 6/30/2008	2009 Budget Request #2	*Expenditure Difference*	NOTES
4301	Travel	26,492.57	40,000.00	11,636.56	38,405.82	*-1,594.18*	
4302	Mileage	63,302.45	70,000.00	28,682.96	69,541.82	*-458.18*	
4401	Advertising	3,997.84	13,872.00	2,645.06	14,971.69	*1,099.69*	
4501	Space Rent	194,897.12	334,190.00	177,352.25	310,516.00	*-23,674.00<*	Decrease reflects the completion of the Richland Office
4502	Equipment Rental	44,467.48	43,800.00	24,066.13	43,800.00	*0.00*	lease.
4601	Insurance	90,743.00	90,663.00	394.00	99,817.00	*9,154.00<*	Increase reflects expected increase in insurance premiums
4701	Public Utilities	23,308.76	21,247.00	8,929.29	10,000.00	*-11,247.00<*	Decrease reflects amounts needed for FC and Prosser
4702	Maintenance & Operations - BC	0.00	250,000.00	104,465.00	250,000.00	*0.00*	Offices only.
4703	Hazardous Waste Disposal	145.00	350.00	70.50	350.00	*0.00*	
4801	Vehicle Repair & Maintenance	25,450.80	16,000.00	14,233.92	16,000.00	*0.00*	
4802	Equipment Repair & Maintenance	9,635.85	52,179.00	17,992.83	61,130.90	*8,951.90<*	Increase reflects yearly service agreement for Charting System
4803	Building Repair and Maintenance	319,291.05	50,000.00	26,711.91	30,000.00	*-20,000.00<*	Decrease reflects amounts needed for FC and Prosser
4901	Association Dues	12,255.45	20,366.00	11,073.66	19,470.67	*-895.33*	Offices only.
4902	Registration Fees	9,710.04	28,067.00	2,937.40	22,767.00	*-5,300.00*	
4903	Staff Training	12,756.22	25,200.00	2,188.61	22,000.00	*-3,200.00*	
4904	Refunds-general	853.89	5,000.00	451.89	1,000.00	*-4,000.00*	
4905	Refunds-Environmental Health	6,720.63	7,450.00	2,796.25	7,450.00	*0.00*	
4906	Refunds - Nursing	5,593.73	7,800.00	4,062.52	7,800.00	*0.00*	
4907	TICM Discretionary Fund	22,992.72	20,000.00	7,966.73	20,000.00	*0.00*	
4908	Bank Service Charges	362.08	1,400.00	1,067.09	1,400.00	*0.00*	
4909	DSHS Verification	459.11	4,015.00	130.43	4,015.00	*0.00*	
Subtotal - Other Services & Charges		**1,463,286.00**	**1,635,134.00**	**706,007.08**	**1,593,881.92**	***-41,252.08***	
5100	**Intergovernmental Payments**	**0.00**	**500,000.00**	**0.00**	**0.00**	***-500,000.00***	
6401	Capital Equipment	8,622.84	41,000.00	1,826.03	30,000.00	*-11,000.00<*	Decrease in Capital Equipment for Laboratory
6401A	Computerized Billing System	0.00	0.00	0.00	0.00	*0.00*	
6401B	Accounting System	0.00	0.00	0.00	0.00	*0.00*	
6401C	Medical Records System	0.00	0.00	0.00	0.00	*0.00*	
6401D	Office Furniture	0.00	0.00	0.00	0.00	*0.00*	
6402	Capital Vehicles	18,583.46	0.00	0.00	24,000.00	*24,000.00<*	Increase reflect the purchase 1 replacement
6601	Capitalized Rentals	0.00	68,250.00	29,734.07	68,250.00	*0.00*	Vehicle.
Subtotal - Capital Items		**27,206.30**	**109,250.00**	**31,560.10**	**122,250.00**	***13,000.00***	
TOTAL EXPENDITURES		**8,167,008.21**	**9,703,104.00**	**4,064,130.11**	**9,345,096.05**	***-358,007.95***	

2009 REVENUE BUDGET REQUEST TOTAL	**8,811,739.30**
2009 EXPENDITURE BUDGET REQUEST TOTAL	**9,345,096.05**
DIFFERENCE	**-533,356.75**

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Benton-Franklin Health District
NOTES - 2009 Budget Request #2

REVENUE

* Fund Balance	Recalculated fund balance projections, new fund balance is $546,666. Budget reflects using $96,666 of the fund balance and holding $450,000 in reserve.

Preventive Health Fees

* Daycare Consulting	Increase of $3,000 reflects a projected increase & standardization of the hourly contracted rate for services.
* Clinic Immunizations	Increase of $176,000 reflects an increase in the vaccine handling charge and a vaccine administration charge.
* Overseas Immunization	Increase of $8,510 reflect a $5 increase in the clinic visit charge.
* TB Skin Tests	The increase $94,186 reflects charging for an clinic visit charge in addition to the previous administrations fee.
* AIDS Education	The increase of $5,000 reflects setting the training rate for each class to $10/hr per attendee.
* Dental Fees	The increase of $2,000 is due to the initiation of new services.

Environmental Health Fees

* Food Service Permits	The increase of $35,500 reflects a 10% increase in permit fees.
* Liquid Waste	The increase of $27,500 reflects a 10% increase in permit fees.

Other Health Fees Health

* Health Officer Fees	The increase of $12,000 reflects charging Walla Walla Health District for Health Officer Services.
* Water Laboratory	The increase of $33,000 reflect an approximate 18% increase in Lab fees.

Expenditures

* Salaries & Benefits	The reduction of $195,143 reflects the withdrawal of the Administrator position request and the elimination of the Local Emergency Response Coordinator position.
* Vehicle Repair & Maint.	The decrease of $9,000 reflects budget committee's request for keeping line item at 2008 level.
* Capital Equipment	The decrease of $5,000 reflects budget committee's request for the elimination of the Laboratory's capital equipment request.

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Benton-Franklin Health District
2009 Revenue Budget Requests Comparison

Revenue Account Number	Item	2009 Budget Request #1	2009 Budget Request #2	*Amount of Change*
308.10	Reserve Fund Balance	0.00	96,666.00	96,666.00
308.80	Unreserved Fund Balance	474,969.00	450,000.00	-24,969.00
333.10.52	WIC - Farmers Market	843.00	843.00	0.00
333.10.57	WIC	756,562.75	756,562.75	0.00
333.10.57	WIC Breastfeeding	10,250.00	10,250.00	0.00
333.10.57	WIC Food Stamp Nutrition Education	27,406.00	27,406.00	0.00
333.66.48	EHP Drinking Water	2,500.00	2,500.00	0.00
333.66.48	CSHCN Epilepsy	2,500.00	2,500.00	0.00
333.91.16	TB Control	0.00	0.00	0.00
333.91.36	EMS - Injury Prevention	9,900.00	9,900.00	0.00
333.92.68	Immunization	70,700.00	70,700.00	0.00
333.92.83	PHEPR	491,444.00	491,444.00	0.00
333.92.83	PHEPR Focus A Special Projects	0.00	0.00	0.00
333.92.83	PHEPR Pandemic Influenza	0.00	0.00	0.00
333.92.83	PHEPR Hospital Pan Flu	49,659.00	49,659.00	0.00
333.92.83	Bioterrorism/Hospital HRSA	50,000.00	50,000.00	0.00
333.93.40	HIV/AIDS	77,927.55	77,927.55	0.00
333.95.75	Infant/Toddler Initiative	45,085.00	45,085.00	0.00
333.97.78	Cover All Kids	0.00	0.00	0.00
333.97.78.7(	Administrative Match	180,000.00	180,000.00	0.00
333.97.78.9	Targeted Intensive Case Management	437,376.00	437,376.00	0.00
333.99.17	Ryan White Title II Care Services	87,911.00	87,911.00	0.00
333.99.77	STD Epidemiology	0.00	0.00	0.00
333.99.87	Refugee Health	85,000.00	85,000.00	0.00
333.99.91	Preventative Health/Mat. & Inf.	0.00	0.00	0.00
333.99.94	MIH/CAH/CSHCN	233,599.00	233,599.00	0.00
334.03.10	Solid Waste	55,000.00	55,000.00	0.00
334.03.12	Site Hazards Assessment	30,500.00	30,500.00	0.00
334.04.64.2	Child Protective Services	55,554.00	55,554.00	0.00
334.04.64.3	Passport Program	61,600.00	61,600.00	0.00
334.04.64.4	Alternative Response System	41,352.00	41,352.00	0.00
334.04.91	PHEPR Pandemic Influenza	0.00	0.00	0.00
334.04.91	EHP Drinking Water Group Systems	17,625.00	17,625.00	0.00
334.04.92	Local Capacity Funding	266,670.00	266,670.00	0.00
334.04.92	Local Capacity HAS	0.00	0.00	0.00
334.04.93	Group A Sanitary Surveys	4,500.00	4,500.00	0.00
334.04.96	HIV/AIDS Regional Allocation	123,104.00	123,104.00	0.00
334.04.97	Oral Health	34,163.00	34,163.00	0.00
334.04.98	Multi-State Learning Collaborative	0.00	0.00	0.00

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Benton-Franklin Health District
2009 Revenue Budget Requests Comparison

Revenue Account Number	Item	2009 Budget Request	2009 Budget Request	
334.04.98	Electronic Death Records System	0.00	0.00	0.00
334.04.99	Blue Ribbon Public Heath Funding	323,238.00	323,238.00	0.00
Subtotal - State and Federal Grants		**3,631,969.30**	**3,631,969.30**	**0.00**
336.04.23	**I-695 Replacement Funds**	**1,165,612.00**	**1,165,612.00**	**0.00**
338.40	TB Support: Benton County	46,875.00	46,875.00	0.00
	Franklin County	15,625.00	15,625.00	0.00
Subtotal - Tuberculosis Support		**62,500.00**	**62,500.00**	**0.00**
338.40	Interlocal Governmental Support			
	Benton County	599,179.00	599,179.00	0.00
	Franklin County	242,635.00	242,635.00	0.00
	Benton City	0.00	0.00	0.00
	Connell	0.00	0.00	0.00
	Kahlotus	0.00	0.00	0.00
	Kennewick	0.00	0.00	0.00
	Mesa	0.00	0.00	0.00
	Pasco	0.00	0.00	0.00
	Prosser	0.00	0.00	0.00
	Richland	0.00	0.00	0.00
	West Richland	0.00	0.00	0.00
Subtotal - Interlocal Governmental Support		**841,814.00**	**841,814.00**	**0.00**
	Title XIX fee for service			
338.97.78.1	Maternity Case Management	28,472.00	28,472.00	0.00
338.97.78.2	Maternity Support Services	378,966.00	378,966.00	0.00
338.97.78.4	Workfirst - Public Health Part. CSHCN	3,000.00	3,000.00	0.00
338.97.78.8	HIV/AIDS Case Management	5,000.00	5,000.00	0.00
Subtotal - Title XIX fee for service		**415,438.00**	**415,438.00**	**0.00**

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Benton-Franklin Health District
2009 Revenue Budget Requests Comparison

Revenue Account Number	Item	2009 Budget Request	2009 Budget Request #2	
	Preventive Health Fees			
346.20	ECEAP	22,800.00	22,800.00	0.00
346.21	Daycare Consulting	4,000.00	7,000.00	3,000.00
346.22	Nursing Consulting Services	10,920.00	10,920.00	0.00
346.23	Clinic Immunizations	317,880.00	493,880.00	176,000.00
346.24	Influenza Immunizations	336,000.00	336,000.00	0.00
346.25	Overseas Immunizations	160,000.00	168,510.00	8,510.00
346.26	STD Clinic Services	4,800.00	4,800.00	0.00
346.27	TB Skin Tests	28,627.00	122,813.00	94,186.00
346.28	Rabies Treatment	6,176.00	6,176.00	0.00
346.29	Aids Education/Conference Fees	5,000.00	10,000.00	5,000.00
346.30	Dental Fees	0.00	2,000.00	2,000.00
Subtotal - Preventive Health Fees		**896,203.00**	**1,184,899.00**	**288,696.00**
	Environmental Health Fees			
321.11	Food Worker Permits	85,000.00	85,000.00	0.00
321.22	Food Service Operating Permits	335,500.00	369,000.00	33,500.00
321.23	Solid Waste Fees - Permits	18,375.00	18,375.00	0.00
321.24	Public Pool Operating Permits	54,000.00	54,000.00	0.00
322.11	Liquid Waste Disposal	275,000.00	302,500.00	27,500.00
346.52	Community Water Systems	4,000.00	4,000.00	0.00
346.56	Food Service/Plan Review	13,000.00	13,000.00	0.00
346.58	School Plan Reviews	400.00	400.00	0.00
Subtotal - Environmental Health Fees		**785,275.00**	**846,275.00**	**61,000.00**
	Other Health Fees	321,366.00	321,366.00	0.00
346.71	Vital Records	0.00	12,000.00	12,000.00
347.72	Water Laboratory Tests	178,200.00	211,200.00	33,000.00
Subtotal - Other Health Fees		**499,566.00**	**544,566.00**	**45,000.00**

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Benton-Franklin Health District
2009 Revenue Budget Requests Comparison

Revenue Account Number	Item	2009 Budget Request	2009 Budget Request #2	
	Miscellaneous Revenue			
361.00	Investment Interest	5,000.00	5,000.00	0.00
367.00	Donations	10,500.00	10,500.00	0.00
367.03	Washington Dental Service Foundation	0.00	0.00	0.00
367.04	March of Dimes Grant	0.00	0.00	0.00
367.06	Community Network Grants	0.00	0.00	0.00
369.10	Other Miscellaneous Revenue	-4,000.00	-4,000.00	0.00
369.10	Insurance Settlements	0.00	0.00	0.00
380.00.20	Contingency Reserve	0.00	0.00	0.00
380.00.30	Capital Vehicle Reserve	0.00	0.00	0.00
380.10	Refunds of Expenses	10,000.00	10,000.00	0.00
380.11	Canceled Warrants/Adjustments	500.00	500.00	0.00
Subtotal - Miscellaneous Revenue		**22,000.00**	**22,000.00**	**0.00**
395.10	Proceeds from Sale of Capital Assets	0.00	0.00	0.00
Subtotal - Sale of Capital Equipment		**0.00**	**0.00**	**0.00**
	TOTAL REVENUE	**8,320,377.30**	**8,811,739.30**	**491,362.00**

2009 REVENUE BUDGET REQUEST TOTAL	**8,320,377.30**	**8,811,739.30**
2009 EXPENDITURE BUDGET REQUEST TOTAL	**9,554,239.52**	**9,345,096.05**
DIFFERENCE	**-1,233,862.22**	**-533,356.75**

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Benton-Franklin Health District
2009 Expenditure Budget Requests Comparison

Expenditure Account Number	Item	2009 Budget Request #1	2009 Budget Request #2	*Amount of Change*
1101	Salaries	5,527,912.31	5,380,943.05	-146,969.26
2101	Industrial Insurance	27,012.45	26,516.82	-495.63
2102	FICA	342,741.57	333,629.49	-9,112.08
2103	FICA/Medicare	80,156.82	78,025.78	-2,131.04
2104	Retirement	442,901.58	430,688.43	-12,213.15
2105	Unemployment	30,000.00	30,000.00	0.00
2106	VEBA	52,010.58	50,540.89	-1,469.69
2107	Medical Insurance	540,597.11	530,924.49	-9,672.62
2108	Employee Assistance	4,989.00	4,989.00	0.00
2109	Wellness Program	13,080.00	0.00	-13,080.00
Subtotal - Salaries & Benefits		**7,061,401.42**	**6,866,257.95**	**-195,143.47**
3101	Office Supplies	64,239.00	64,239.00	0.00
3102	Printed Forms	33,885.92	33,885.92	0.00
3103	Building Maintenance Supplies	6,000.00	6,000.00	0.00
3104	Books and Periodicals	10,129.00	10,129.00	0.00
3105	Laboratory Supplies	39,750.00	39,750.00	0.00
3106	Drugs	375,247.00	375,247.00	0.00
3107	Clinic Supplies	60,000.00	60,000.00	0.00
3107A	Protective Clothing	750.00	750.00	0.00
3501	Operating Equipment	139,505.26	139,505.26	0.00
3502	Computer Equip.Replacement	33,200.00	33,200.00	0.00
Subtotal - Supplies & Equipment		**762,706.18**	**762,706.18**	**0.00**
4101	Professional/Medical Services	131,560.90	131,560.90	0.00
4101A	A & E Construction Doc.	0.00	0.00	0.00
4102	Computer Services	33,500.00	33,500.00	0.00
4104	Legal Services	12,000.00	12,000.00	0.00
4105	Labor Negotiations	10,000.00	10,000.00	0.00
4106	Movers	5,000.00	5,000.00	0.00
4107	Custodian	20,440.00	20,440.00	0.00
4108	Auditor's Fee	19,000.00	19,000.00	0.00
4109	Bureau of Vital Statistics	180,000.00	180,000.00	0.00
4201	Telephone	83,375.12	83,375.12	0.00
4201A	Scan Charges	20,000.00	20,000.00	0.00
4202	Postage	28,570.00	28,570.00	0.00

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Benton-Franklin Health District
2009 Expenditure Budget Requests Comparison

Expenditure Account Number	Item	2009 Budget Request #1	2009 Budget Request #2	*Amount of Change*
4301	Travel	38,405.82	38,405.82	0.00
4302	Mileage	69,541.82	69,541.82	0.00
4401	Advertising	14,971.69	14,971.69	0.00
4501	Space Rent	310,516.00	310,516.00	0.00
4502	Equipment Rental	43,800.00	43,800.00	0.00
4601	Insurance	99,817.00	99,817.00	0.00
4701	Public Utilities	10,000.00	10,000.00	0.00
4702	Maintenance & Operations - BC	250,000.00	250,000.00	0.00
4703	Hazardous Waste Disposal	350.00	350.00	0.00
4801	Vehicle Repair & Maintenance	25,000.00	16,000.00	-9,000.00
4802	Equipment Repair & Maintenance	61,130.90	61,130.90	0.00
4803	Building Repair and Maintenance	30,000.00	30,000.00	0.00
4901	Association Dues	19,470.67	19,470.67	0.00
4902	Registration Fees	22,767.00	22,767.00	0.00
4903	Staff Training	22,000.00	22,000.00	0.00
4904	Refunds-general	1,000.00	1,000.00	0.00
4905	Refunds-Environmental Health	7,450.00	7,450.00	0.00
4906	Refunds - Nursing	7,800.00	7,800.00	0.00
4907	TICM Discretionary Fund	20,000.00	20,000.00	0.00
4908	Bank Service Charges	1,400.00	1,400.00	0.00
4909	DSHS Verification	4,015.00	4,015.00	0.00
Subtotal - Other Services & Charges		**1,602,881.92**	**1,593,881.92**	**-9,000.00**
5100	**Intergovernmental Payments**	**0.00**	**0.00**	**0.00**
6401	Capital Equipment	35,000.00	30,000.00	-5,000.00
6401A	Computerized Billing System	0.00	0.00	0.00
6401B	Accounting System	0.00	0.00	0.00
6401C	Medical Records System	0.00	0.00	0.00
6401D	Office Furniture	0.00	0.00	0.00
6402	Capital Vehicles	24,000.00	24,000.00	0.00
6601	Capitalized Rentals	68,250.00	68,250.00	0.00
Subtotal - Capital Items		**127,250.00**	**122,250.00**	**-5,000.00**
	TOTAL EXPENDITURES	**9,554,239.52**	**9,345,096.05**	**-209,143.47**

2009 REVENUE BUDGET REQUE	**8,320,377.30**	**8,811,739.30**	
2009 EXPENDITURE BUDGET RE	**9,554,239.52**	**9,345,096.05**	
DIFFERENCE	**-1,233,862.22**	**-533,356.75**	