

September 8, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
August 31, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Jacki Lahtinen and Dixie Jameson, District Court; Steve Becken, Public Works; Frank Wolf; DPA Ryan Brown; Planning Manager Mike Shuttleworth; Judge Bob Ingvalson.

Approval of Minutes

The Minutes of August 24, 2009 were approved.

Consent Agenda

Commissioner Bowman pulled items "m" (Grant Application for Travis Road) and "n" (Local Agency Agreement Supplement #3, for Webber Canyon Road Railroad Undercrossing) for discussion.

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

Board of Equalization

- a. Line Item Transfer, Fund No. 0000-101, Dept. 103

Central Services

- b. Contract w/Crossmatch Technology for Guardian Portable Digital Finger Print Systems

Coop – WSU Extension

- c. Line Item Transfer, Fund No. 0000-101, Dept. 108

Fairgrounds

- d. Revised Standard Lease Agreement Form and Rental Rates, Rescinding Resolution 07-847

Horticultural Pest & Disease Board

- e. Contract w/J.R. Helicopters LLC for Orchard Spraying Services

Human Services

- f. Program Agreement, #0963-68046, w/DSHS Division of Developmental Disabilities
g. Amendment, #07/09-SA-LCC-01, w/Lourdes Counseling Center

Juvenile

- h. Line Item Transfer, Fund No. 0115-101, Dept. 173/174

Office of Public Defense

- i. Contract Amendment w/E Riley
j. Interlocal Agreement w/City of Prosser for Public Defense Services

Personnel

- k. Authorization to Sign Notification Letter to CCS Holding, Ltd. Partnership
l. Personal Services Contract w/Penser North America, Inc.

Public Works

- o. Contract Authorization for Pavement Marking 2009
p. Traffic Control on Brian Lane

Sheriff

- q. Authorization to Purchase Pelco Electronic Equipment and Supplies, WA Contract #03502
r. Authorization to Purchase Electronic Equipment and Supplies, WA Contract #03103

Consent Agenda Items “m” and “n”

Commissioner Bowman questioned where the money was coming from for the Travis Road project and what other projects it might be “leapfrogging” over. Additionally, if the Webber Canyon project came in under budget, if the leftover funds could be used elsewhere.

Steve Becken said there were not any projects the Travis Road project was leapfrogging over and that he would make a call to check if the money could be re-allocated.

MOTION: Commissioner Bowman moved to approve consent agenda items “m” and “n”. Commissioner Beaver seconded and upon vote, the motion carried.

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

Risk Pool Presentation

Vyrle Hill and David Goldsmith gave a Powerpoint presentation on the following Washington Counties Risk Pool issues:

- Mission and Core Values
- Liability Program and Insuring Agreement
- Board Approved Changes for 2010
- Renewal Comparisons
- Property Program
- Organization and Administrative Services

- Risk Pool Finances and Member Services
- Powers and Authorities of the Pool
- Member Counties' Responsibilities

The Board briefly recessed, reconvening at 9:40 a.m.

Public Hearing – District Court Districting Plan

Chairman Benitz presented two resolutions amending the District Court Districting Plan to authorize two additional district judge positions. He stated that resolution “a” was approved as to form by the district committee members and resolution “b” reflected a change from “Prosser Courthouse” to “Benton County Courthouse”. Chairman Benitz opened up the public hearing for 10 minutes.

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

Commissioner Bowman said he was not in favor of mandating five judges and believed the language should state: “up to five judges and court commissioners”, and would allow commissioners as needed.

DPA Ryan Brown said he believed the Board should authorize what it wanted now and if it needed to be changed, the districting plan could be changed.

Commissioner Beaver said he was in favor of the language as presented, or adding “up to five judges”. He said he was in favor of five full-time judges.

Commissioner Bowman said he was in favor of five judicial positions, but not a 5th judge because he was not sure how it would be paid for.

Chairman Benitz said he would be in favor of the language “up to five judicial positions”, however, would go with what the districting committee recommended.

MOTION: Commissioner Beaver moved to approve resolution “b”, amending the district court districting plan authorizing two additional judicial positions and changing the language from Prosser Courthouse to Benton County Courthouse. Chairman Benitz seconded.

Discussion

Commissioner Bowman said he wanted to remind the Board of the additional costs being added to the budget.

Upon vote, the motion carried with Commissioner Bowman opposing.

Interlocal Agreements – District Court Districting Plan

MOTION: Commissioner Bowman moved to approve the resolutions authorizing the adoption of the Interlocal Agreement with the City of Kennewick, City of Richland, City of Prosser, and City of West Richland for District Court Services. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

EPIC Property

Chairman Benitz discussed the terms of the agreement between Benton County and EPIC to purchase property and the requirement of EPIC to provide certain services. He requested the Board approve Ryan Brown to research the issue and EPIC's compliance with the agreement.

Commissioner Bowman said if there was a way to keep EPIC in operation, then he was in favor of that and he recommended the Board write a letter to EPIC requesting information about compliance. The Board agreed.

Water Conservancy Board Update

Darryll Olsen, Chairman of the Benton County Water Conservancy Board, updated the Board on a proposed set of standards that would invoke more qualifications surrounding members of the boards. Additionally, he provided the annual report for the Board from October 2007 through October 2008.

Commissioner Bowman said he did not believe there was reason to open the legislature and that it would be inappropriate to do so. He said he was in favor of the Board opposing the legislature and proposed that he work with WSAC, Ecology, and conservancy boards to find a resolution.

The Board agreed.

Other Business

Health Department – Property Appraisal

Commissioner Bowman suggested the Board formally respond back to the Health Board regarding the appraisal of the Canal property and Benton County's position regarding the contract and its intentions regarding the building. The Board agreed to discuss the matter at the next regular meeting.

Public Works Update

Mr. Becken said he had confirmed the leftover grant money for the Webber Canyon project had to be returned.

Claim for Damages

CC 09-20: Received on August 27, 2009 from David Pesina

Vouchers

Check Date: 08/24/2009
Warrant #: 931127-921274
Total all funds: \$3,505.88

Check Date: 8/28/2009
Warrant #: 931723-931929
Total all funds: \$543,028.78

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

Resolutions

- 09-550 Line Item Transfer, Fund No. 0000-101, Dept. 103
- 09-551 Contract w/Crossmatch Technology for Guardian Portable Digital Finger Print Systems
- 09-552 Line Item Transfer, Fund No. 0000-101, Dept. 108
- 09-553 Revised Standard Lease Agreement Form and Rental Rates, Rescinding Resolution 07-847
- 09-554 Contract w/J.R. Helicopters LLC for Orchard Spraying Services
- 09-555 Program Agreement, #0963-68046, w/DSHS Division of Developmental Disabilities
- 09-556 Amendment, #07/09-SA-LCC-01, w/Lourdes Counseling Center
- 09-557 Line Item Transfer, Fund No. 0115-101, Dept. 173/174
- 09-558 Contract Amendment w/E Riley
- 09-559 Interlocal Agreement w/City of Prosser for Public Defense Services
- 09-560 Authorization to Sign Notification Letter to CCS Holding, Ltd. Partnership
- 09-561 Personal Services Contract w/Penser North America, Inc.
- 09-562 Grant Application for Travis Road
- 09-563 Local Agency Agreement Supplement #3, for Webber Canyon Road Railroad Undercrossing
- 09-564 Contract Authorization for Pavement Marking 2009
- 09-565 Traffic Control on Brian Lane
- 09-566 Authorization to Purchase Pelco Electronic Equipment and Supplies, WA Contract #03502
- 09-567 Authorization to Purchase Electronic Equipment and Supplies, WA Contract #03103
- 09-568 Approving an Amendment to the Benton County District Court Districting Plan to Authorize Two Additional Judge Positions
- 09-569 Terminating the City of Kennewick Municipal Department of District Court and Authorizing the Adoption of the Interlocal Agreement with the City of Kennewick for District Court Services

- 09-570 Terminating the City of Richland Municipal Department of District Court and Authorizing the Adoption of the Interlocal Agreement with the City of Richland for District Court Services
- 09-571 Terminating the City of West Richland Municipal Department of District Court and Authorizing the Adoption of the Interlocal Agreement with the City of West Richland for District Court Services
- 09-572 Terminating the City of Prosser Municipal Department of District Court and Authorizing the Adoption of the Interlocal Agreement with the City of Prosser for District Court Services

There being no further business before the Board, the meeting adjourned at approximately 10:30 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>9/08/09</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Appointment to BOE Board</u>	Pass Resolution	XXX	Public Hearing
Prepared by:	Marilu Flores	Pass Ordinance	_____	1st Discussion
Reviewed by:	LSK	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

The Commissioners' Office was notified in May that there was a death of one of the board members of the Board of Equalization. Advertisement was made in the Tri City Herald as well as the Prosser Record Bulletin of a vacancy for a board member.

The Commissioners' Office received several inquiries due to the vacancy notice; but received only one application for appointment.

SUMMARY

A vacancy in the Board of Equalization exists and needs to be filled.

RECOMMENDATION

That the Commissioners review the attached application of Mr. Lee Pielstick and appoint Mr. Pielstick to the Board of Equalization, if applicable, to replace a member who passed away.

FISCAL IMPACT

--

CONCLUSION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT TO THE BENTON COUNTY BOARD OF EQUALIZATION

WHEREAS, there exists a vacancy in the Board of Equalization due to the death of a board member; and

WHEREAS, requests for applications were published in the Tri City Herald as well as the Prosser Record Bulletin; and

WHEREAS, Mr. Lee J. Peilstick has expressed an interest and willingness to be appointed to fill the vacancy on the Board; **NOW, THEREFORE,**

BE IT RESOLVED that Lee Pielstick is hereby appointed to fill the unexpired position on the Benton County Board of Equalization, said term expiring on April 30, 2011.

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

APPLICATION

RECEIVED

JUL 17 2009

BENTON COUNTY BOARD OF EQUALIZATION

PHONE: 783-6067

BENTON COUNTY COMMISSIONERS

NAME Lee J. Pielstick Date 7/15/09

Address _____ Phone 509-
(cell)
Kennecook
99336

Occupation Realtor - retired 12/31/08

What is your interest in serving on this Board?

Sharing experience and knowledge of
R.E. for the benefit of the County &
citizens.

What previous boards, commissions and/or advisory groups have you served on? What previous experience do you feel qualifies you to sit on this board?

B.C. Planning Committee 6-yrs.
Boards & committees w/in Assoc of Realtors.
30yrs experience in Tri-Cities.

In what area of real estate do you feel most knowledgeable in, i.e. commercial, residential, agriculture, etc.

Residential - mainly, commercial 2nd
very little ag.

Are you able to serve days? YES NO Would you be able to attend a 30 hour seminar put on by the Department of Revenue? YES NO

Please return application to Benton County Commissioners
P. O. Box 190
Prosser, WA 99350

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PROCLAIMING SEPTEMBER 25, 2009, "NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS"

WHEREAS, the third annual National Day of Remembrance for Murder Victims will be observed on Friday, September 25, 2009; and

WHEREAS, this observance is sponsored by the U.S. Department of Justice, Office for Victims of Crime (OVC) and hosted by the National Organization of Parents of Murdered Children, Inc. (POMC), in partnership with Mothers Against Drunk Driving (MADD) and the Maryland Crime Victims Resource Center (MCVRC) and honors the memory of homicide victims and acknowledges the resulting long-term trauma for families, communities and the Nation; and

WHEREAS, POMC provides support and assistance to all survivors of homicide victims while working to create a world free of murder; and

WHEREAS, the "National Day of Remembrance for Murder Victims" gathering at the Ronald Reagan Building and International Trade Center in Washington DC is to educate legislators, policymakers, victim advocates and others about the issues faced by family members who have lost a loved one to homicide; and

WHEREAS, a day-long symposium will be held followed by a candlelight observance at the National Press Club where members of Congress, family members of murder victims and representatives of victim assistance organizations will honor the memories of loved ones and provide support to survivors; **NOW THEREFORE;**

BE IT HEREBY RESOLVED that the Board of Benton County Commissioners hereby proclaims September 25, 2009, *National Day of Remembrance for Murder Victims*.

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

From: <NewsFromOVC@ncjrs.gov>
To: <commissioners@co.benton.wa.us@ncjrs.gov>
Date: 8/27/2009 2:04 PM
Subject: National Day of Remembrance for Murder Victims - September 25

SAVE THE DATE

National Day of Remembrance for Murder Victims – September 25

Honoring Murder Victims and Their Families

The third annual National Day of Remembrance for Murder Victims will be observed on Friday, September 25, 2009. Sponsored by the U.S. Department of Justice, Office for Victims of Crime (OVC), and hosted by the National Organization of Parents Of Murdered Children, Inc. (<http://www.pomc.org>) (POMC), in partnership with Mothers Against Drunk Driving (<http://www.madd.org/>) (MADD) and the Maryland Crime Victims' Resource Center (<http://www.mdcrimevictims.org/>) (MCVRC), this special observance honors the memory of homicide victims and acknowledges the resulting long-term trauma for families, communities, and the Nation.

With support from OVC, POMC has partnered with MADD and the MCVRC to hold a day-long symposium in Washington, D.C., to educate legislators, policymakers, victim advocates, and others about the issues faced by family members who have lost a loved one to homicide. This forum will take place at the Ronald Reagan Building and International Trade Center, 1300 Pennsylvania Avenue NW., from 8:30 a.m. until 4:30 p.m.

The symposium will be followed by a candlelight observance at the National Press Club, 529 14th Street NW., from 6 to 9 p.m. Members of Congress, family members of murder victims, and representatives of victim assistance organizations will honor the memories of loved ones and provide support to survivors.

OVC Acting Director Joye Frost will speak at both the symposium and observance. Register to attend both events by calling 1-800-438-6233.

POMC was founded in 1978 by Robert and Charlotte Hullinger in Cincinnati, Ohio, after the murder of their 19-year-old daughter Lisa. POMC has grown significantly over the past 31 years and today has more than 300 chapters and representatives throughout the country. The mission of POMC is to make a difference through ongoing emotional support, education, prevention efforts, advocacy, and awareness. For more information, visit www.pomc.org.

PUTTING VICTIMS FIRST

OVC shares your mission and have a wide range of resources to help you accomplish it. Visit the National Criminal Justice Reference Service (NCJRS) online at <http://www.ncjrs.gov> to register for services or to find out more.

If you no longer want to receive periodic e-mail notifications from NCJRS or any of its sponsoring agencies, please go to <https://puborder.ncjrs.gov/secure/register/optout.asp> and follow the instructions.

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH SPILKER MASONRY COMPANY FOR THE REPAIR OF THE GRANITE SLABS LOCATED AT THE BENTON COUNTY JUSTICE CENTER

WHEREAS, per Resolution 08-131 dated January 14, 2008 that in letting of any contract for public works services or materials involving less then ten thousand dollars (\$10,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Spilker Masonry Company is the original company that poured the granite slabs located outside the Benton County Justice Center, and after research, is the only qualified company to make repairs to these granite slabs; and

WHEREAS, the Benton County Facilities Manager solicited a proposal from Spilker Masonry Company, Contractors License No. – KENSPMC161LA to replace the existing damaged granite slabs for a contract amount of \$7,200 excluding WSST; and

WHEREAS, the Facilities Manager reviewed the proposal and recommends the award to Spilker Masonry Company for said services; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, the Board hereby concurs with the recommendation and awards the contract to replace the existing damaged granite slabs located at the Benton County Justice Center to Spilker Masonry Company in an amount of \$7,200.00, excluding WSST; and

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

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the board

**STANDARD SERVICE CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and SPILKER MASONRY COMPANY with its principal address at 3917 E Columbia Ave., Spokane, WA 99217 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- A. Exhibit A - Bid Proposal dated July 15, 2009
- B. Exhibit B - 2009 Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by both parties, and shall be complete within 45 days of the fully execution of this contract.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to grind out & re-point the existing damaged joints, pull out two (2) granite slabs and relay in modified mortar bed located the Benton County Justice Center, 7122 W Okanogan Place, Kennewick, WA. Services include all equipment to remove slabs and barricading for pedestrian traffic; all in accordance with Exhibit "A" attached hereto.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Matt Spilker, Owner
Spilker Masonry Company
3917 E Columbia Ave.
Spokane, WA 99217
(509) 489-7311
(509) 489-9450

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

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seven thousand two hundred dollars and zero cents (\$7,200.00) excluding Washington State Sales Tax. 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 Contract 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 not more than once per month during the progress of the work for partial payment of the work completed to date of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the COUNTY during the billing period. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the

Orig.: File - Lisa Small

cc: Auditor: R. Ozuna; Spilker Masonry Company

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, and annually provide evidence thereof within 10 days of the signing of this contract and thereafter, by the 1st day of January of each contract year:

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract 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 Contract. 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.

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 added 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.
- 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 then (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". 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:

Benton County
PO Box 190
Prosser, WA 99350

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

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

11. PERFORMANCE BOND

The CONTRACTOR agrees to 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 Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. 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 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 Contract in order for the CONTRACTOR to be considered.

12. TERMINATION

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws.

14. NONDISCRIMINATION

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

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE CONTRACT

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

18. NOTICES

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

19. SEVERABILITY

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

20. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

21. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records

provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

22. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for indemnification; insurance; compliance with laws; litigation hold; and the Public Records Act.

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

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

BENTON COUNTY

SPILKER MASONRY COMPANY

Max Benitz Jr., Chairman
Benton County Commissioner

Matt Spilker, President

Dated: _____

Dated: _____

Approved as to Form:

Deputy Prosecuting Attorney

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF THE PURCHASE OF A USED 2005 KENWORTH WATER TRUCK FOR THE BENTON COUNTY FAIRGROUNDS

WHEREAS, the Benton County Fairgrounds has been in need of a new water truck for the use of watering the horse track and also for dust control in needed areas; and

WHEREAS, there is no funding available within the Fairgrounds budget for a brand new water truck, so the County has been look at different used water trucks to get an idea of what was available that falls within the Fairgrounds budget; and

WHEREAS, the Facilities Manager has been working with the Benton County Public Works Department to use their expertise to help evaluate and inspect the condition of several used water trucks that have been considered to ensure the County makes a good decision on a purchase; and

WHEREAS, Central Machinery Sales, Inc. had a used 2005 Kenworth, 4,000 gallon water truck with 34,586 miles that was currently being held in trust due to foreclosure for a sale price of \$67,146.00 including WSST; and

WHEREAS, after being inspected by Benton County Public Works, it was determined that this vehicle surpasses all of the other water trucks that had been previously considered; and

WHEREAS, time was of the essence due to the foreclosure situation and the sale price of this water truck and the County Administrator felt it was in the best interest of the County to purchase the vehicle; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, the Board hereby authorizes the purchase and payment of the 2005 Kenworth Water Truck to Central Machinery Sales, Inc., Pasco, WA in the amount of \$62,000.00 plus 5,146.00 in WSST for a total amount of \$67,146.00.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the board

Constituting the Board of County
Commissioners of Benton County, Washington

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

COPYe

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution Changing Custodian of the Crisis Response's Petty Cash Fund	<input type="checkbox"/> Execute Contract <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Pass Motion <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> 1 st Discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

Benton and Franklin Counties created a Petty Cash Fund for the Benton and Franklin Counties' Crisis Response Unit per Joint Resolution 93-300. The Crisis Response Unit collects client fees in cash and they need the ability to make change.

SUMMARY

Joyce Ninneman was the custodian of these funds until her retirement. It is recommended that Deena Horton be appointed as the custodian of these funds.

RECOMMENDATION

- Sign the resolution to appoint Deena Horton custodian of the Petty Cash Fund for the Counties' Crisis Response Unit.

FISCAL IMPACT

There is no fiscal impact on the Counties' current expense budget. The Petty Cash Fund is to be used as a mechanism to make change to clients paying for services in cash.

MOTION

To approve signing the Resolution to Change Custodian of the Petty Cash Fund for the Crisis Response Unit.

RESOLUTION

Number _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CHANGING THE CUSTODIAN OF THE PETTY CASH FUND FOR THE BENTON AND FRANKLIN COUNTIES' CRISIS RESPONSE UNIT, FUND

WHEREAS, the Department of Human Services' Crisis Response Unit collects client fees in cash; and

WHEREAS, the Crisis Response Unit needs the ability to make change; and

WHEREAS, Joyce Ninnemann was appointed the custodian of said fund in 1993 per Joint Resolution 93-300. Joyce has since retired; NOW THEREFORE,

BE IT RESOLVED that Deena Horton be appointed as Joyce Ninnemann's replacement as the custodian of the Petty Cash Fund for the Crisis Response Unit.

Dated this _____ day of _____, 2009.

Benton County Chair

Chair Pro-tem

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

Attest:

Clerk of the Board

cc: Human Services
BC Auditor
BC Treasurer

Carey

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

COPY *f*

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution Changing Custodian of the Substance Abuse Assessment Center's Petty Cash Fund	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

Benton and Franklin Counties created a Petty Cash Fund for the Benton and Franklin Counties' Substance Abuse Assessment Center per Joint Resolution 97-395. The Assessment Center collects client fees in cash and they need the ability to make change.

SUMMARY

Joyce Ninneman was the custodian of these funds until her retirement. It is recommended that Deena Horton be appointed as the custodian of these funds.

RECOMMENDATION

- Sign the resolution to appoint Deena Horton custodian of the Petty Cash Fund for the Counties' Substance Abuse Assessment

FISCAL IMPACT

There is no fiscal impact on the Counties' current expense budget. The Petty Cash Fund is to be used as a mechanism to make change to clients paying for services in cash.

MOTION

To approve signing the Resolution to Change Custodian of the Petty Cash Fund for the Assessment Center.

RESOLUTION

Number _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CHANGING THE CUSTODIAN OF THE PETTY CASH FUND FOR THE BENTON AND FRANKLIN COUNTIES' SUBSTANCE ABUSE ASSESSMENT CENTER, FUND

WHEREAS, the Department of Human Services' Substance Abuse Assessment Center collects client fees in cash; and

WHEREAS, the Assessment Center needs the ability to make change; and

WHEREAS, Joyce Ninnemann was appointed the custodian of said fund in 1997 per Joint Resolution 97-395. Joyce has since retired; NOW THEREFORE,

BE IT RESOLVED that Deena Horton be appointed as Joyce Ninnemann's replacement as the custodian of the Petty Cash Fund.

Dated this _____ day of _____, 2009.

Benton County Chair

Chair Pro-tem

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

Attest:

Clerk of the Board

cc: Human Services
BC Auditor
BC Treasurer

Carey

COPY

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Resolution Changing Custodian of the Substance Abuse Assessment Center's Revolving Fund	<input type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

Benton and Franklin Counties' Substance Abuse Assessment Center collects client fees for assessment services in advance of the actual service provided. On occasion, clients cancel appointments and are eligible to receive a refund of client fees already collected. During a past audit, it was recommended that refunds of client fees be made with a check since in many instances the client fees paid in advance have already been deposited.

SUMMARY

Pat Underwood was the custodian of these funds until August 31, 2009 when she retired. It is recommended that Deena Horton be appointed as the custodian of these funds.

RECOMMENDATION

- Sign the resolution to appoint Deena Horton custodian of the Revolving Funds for the Counties' Substance Abuse Assessment

FISCAL IMPACT

There is no fiscal impact on the Counties' current expense budget. The revolving fund is to be used as a mechanism to refund client fees paid in advance.

MOTION

To approve signing the Resolution to Change Custodian of the Revolving Funds for the Assessment Center.

RESOLUTION

Number _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CHANGING THE CUSTODIAN OF THE REVOLVING FUND FOR THE BENTON AND FRANKLIN COUNTIES' SUBSTANCE ABUSE ASSESSMENT CENTER, FUND #108-101, DEPARTMENT 506

WHEREAS, the Department of Human Services' Substance Abuse Assessment Center collects client fees in advance of the date of services; and

WHEREAS, there are occasions where clients cancel their appointments and receive a refund of the fees already paid; and

WHEREAS, Pat Underwood was appointed the custodian of said fund in 2007 per Benton County Resolution #07-584 but has retired as of August 31,2009; NOW THEREFORE,

BE IT RESOLVED that Deena Horton be appointed as Pat Underwood's replacement as the custodian of the Revolving Fund.

Dated this _____ day of _____, 2009.

Benton County Chair

Chair Pro-tem

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

Attest:

Clerk of the Board

cc: Human Services
BC Auditor
BC Treasurer

Carey

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

COPY h

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-PHG-00 with Provident Horizon Group	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Provident Horizon Group for various services for individuals with developmental disabilities for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is fee for service
Period: July 1, 2009 to June 30, 2010
Funding Source: Division Developmental Disabilities

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-PHG-00 with Provident Horizon Group and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT
BETWEEN PROVIDENT HORIZON GROUP AND BENTON AND FRANKLIN
COUNTIES DEPARTMENT OF HUMAN SERVICES FOR DEVELOPMENTAL
DISABILITIES SERVICES FOR CLIENTS IN BENTON AND FRANKLIN
COUNTIES, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with developmental disabilities, that the proposed Contract Agreement #09/10-DD-PHG-00, be approved as presented for a term commencing July 1, 2009 and terminating June 30, 2010 or, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/10-DD-PHG-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair

Chair

Chair Pro Tem

Chair Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Benton County
Human Services

Carey

BENTON AND FRANKLIN COUNTY ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-CI-00 with Columbia Industries	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Columbia Industries for various services for individuals with developmental disabilities for the 2009-10 year.

SUMMARY

Award: Maximum consideration for this program is fee for service
Period: July 1, 2009 to June 30, 2010
Funding Source: Division Developmental Disabilities

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the State Developmental Disabilities Contract. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Amendment #09/10-DD-CI-00 with Columbia Industries and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF
BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT
BETWEEN COLUMBIA INDUSTRIES AND BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES FOR DEVELOPMENTAL DISABILITIES
SERVICES FOR CLIENTS IN BENTON AND FRANKLIN COUNTIES, and**

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with developmental disabilities, that the proposed Contract Agreement #09/10-DD-CI-00, be approved as presented for a term commencing July 1, 2009 and terminating June 30, 2010 or, **NOW, THEREFORE**,

BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Contract Agreement #09/10-DD-CI-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair

Chair

Chair Pro Tem

Chair Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Benton County
Human Services

Carey

BENTON AND FRANKLIN COUNTIES ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Amendment #09/10-PREV-JJC-00	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 st Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 nd discussion
Prepared By: Carol Carey	<input type="checkbox"/> Other	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Benton Franklin Counties Juvenile Justice Center to provide prevention services through the Strengthening Families Program which will include seven two-hour sessions for parents and youth who attend separate skill-building groups for the first hour and spend the second hour together in supervised family activities. Services shall be offered to elementary and middle school students and their families that have at-risk juvenile justice system involvement.

SUMMARY

Award: Consideration shall be a maximum of \$20,000.00

Period: July 1, 2009 to June 30, 2010

Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Amendment #09/10-PREV-JJC-00 with the Benton Franklin Counties Juvenile Justice Center and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF AGREEMENT #09/10-PREV-JJC-00 BETWEEN THE
BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES
AND BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER TO
PROVIDE PREVENTION SERVICES THROUGH THE STRENGTHENING
FAMILIIES PROGRAM, and**

WHEREAS, Benton Franklin Juvenile Justice Center's Strengthening Families Program provides substance abuse prevention services to elementary and middle school students and their families that have at-risk juvenile justice system involvement, and

WHEREAS, Benton Franklin Juvenile Justice Center will be compensated at no more than \$20,000 for the program, and

NOW, THEREFORE, BE IT RESOLVED, that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Agreement #09/10-PREV-JJC-00.

Dated this day of 2009.

Dated this day of2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Human Services
Benton County

K

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA xx PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 09-08-09 F/C 09-14-09		
SUBJECT: Truancy Contract for Pasco School District for 2009 2010 School Year		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

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

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Fee for Service Contract with the Pasco School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON FEE FOR SERVICE CONTRACT BETWEEN THE BENTON-FRANKLIN JUVENILE JUSTICE CENTER AND PASCO SCHOOL DISTRICT, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between Pasco School District, in the amount of \$30,960.00 and Benton-Franklin Juvenile Justice Center be approved as presented for a term commencing September 1, 2009 and terminating on July 31, 2010, NOW, THEREFORE

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

DATED this 8th day of September 2009.

DATED this 14th day of September 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Pasco School District, with its principal offices at 1215 W Lewis, Pasco, WA, 99301, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

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

2. SERVICES PROVIDED

The Counties shall perform the following services:

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

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

3. CONTRACT REPRESENTATIVES

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

- A. For District: **Saundra L. Hill**
Superintendent
Pasco School District
1215 W Lewis
Pasco WA 99301
Phone: (509) 543-6700
Fax: (509) 546-2685
E-mail: shill@psd1.org

- B. For Counties: **Sharon Paradis**
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-2724
Fax: (509) 222-2311
E-mail: sharon.paradis@co.benton.wa.us

4. COMPENSATION

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

- A. The District will pay Counties Thirty Thousand Nine Hundred Sixty Dollars (\$30,960.00) to be paid in quarterly installments of Seven Thousand Seven Hundred Forty Dollars (\$7,740.00) each, for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice (bill) from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Thirty Thousand Nine Hundred Sixty Dollars (\$30,960.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

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

5. **AMENDMENTS AND CHANGES IN WORK**

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

6. **HOLD HARMLESS AND INDEMNIFICATION**

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

7. **TERMINATION**

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

8. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

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

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

9. NON-WAIVER OF RIGHTS

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

10. COMPLIANCE WITH LAWS

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

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

12. DISPUTES

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

13. CONFIDENTIALITY

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

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

14. CHOICE OF LAW, JURISDICTION AND VENUE

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

15. SUCCESSORS AND ASSIGNS

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

16. NONDISCRIMINATION

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

17. SEVERABILITY

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

18. ENTIRE AGREEMENT

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

19. NOTICES

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

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

PASCO SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
<i>Saundra L. Hill</i> 8-26-09	<i>Sharon A. Paradis</i> 7/14/09
Saundra Hill Superintendent	Sharon A. Paradis Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form: <i>[Signature]</i> 7/16/09	Approved as to Form: _____
Sarah Perry, Deputy Prosecuting Attorney Date	Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____	By: _____
Name: <u>Max E. Benitz, Jr.</u>	Name: <u>Rick Miller</u>
Title: <u>Chairman, Board of Commissioners</u>	Title: <u>Chairman, Board of Commissioners</u>
Date: _____	Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF AWARDING PURCHASE OF OFFICE FURNITURE FOR PROSECUTING ATTORNEY'S OFFICE REMODEL PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA TO BRUTZMAN'S OFFICE SOLUTIONS – RESCINDING 09-358

WHEREAS, per Resolution 09-358 dated June 8, 2009 the Board of Benton County Commissioners approved the award of the procurement of the office furniture for the Prosecuting Attorney's Office Remodel to Brutzman's Office Furniture in the amount of \$6,700.53 including WSST; and

WHEREAS, additional unforeseen furniture was needed to complete the function of said project, which caused the amount to go over the original proposal; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the award of the procurement of the office furniture for the Prosecuting Attorney's Office Remodel Project to Brutzman's Office Furniture in an amount not to exceed \$8,000.00 including WSST; and

BE IT FURTHER RESOLVED, Resolution 09-358 is hereby rescinded.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

m

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: CE 1885 CRP - JOHNSON ROAD/HINZERLING ROAD/OIEH INTERSECTION, CE 1886 CRP - ROTHROCK ROAD/FOISY ROAD/OIEH INTERSECTION, AND CE 1874 CRP - NORTH RIVER ROAD CURVE

WHEREAS, it is the intention of the Board of County Commissioners to reconstruct the curve on North River Road, and the intersections of Rothrock Road/Foisy Road/OIEH; and Johnson Road/Hinzerling Road/OIEH; NOW, THEREFORE,

BE IT RESOLVED that the Plans for these projects, heretofore signed by the County Engineer, be and hereby are approved, and the Chairman is authorized to sign Sheet 1 of said Plans on behalf of Benton County.

Dated this 8th day of September 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:MJG:slc

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: WEBBER CANYON ROAD, PHASE 2 –
BNSF UNDERPASS ROADWAY & KIONA STREETS - CE 1917 CRP

WHEREAS, by resolution dated August 17, 2009, award was made to A & B Asphalt, Inc.,
Benton City, Washington; and

WHEREAS, the contract in the amount of \$887,499.69 has been executed by A & B Asphalt,
Inc.; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County
Commissioners to sign said contract on behalf of Benton County.

Dated this 8th day of September, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

P

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: EXPERT AGREEMENT WITH EUGENE S. TAKLE, PH.D.

WHEREAS, Benton County desires to employ the services of Eugene S. Takle, Ph.D. whose specialty is Meteorology for the Blaine v. Crow. v. Benton County et al case, and

WHEREAS, an agreement has been prepared to allow Mr. Takle to perform the following services for the above referenced case: consultation, evaluation, deposition and possible testimony at trial, and

WHEREAS, the agreement has been approved as to form by the Prosecuting Attorney's Office and is recommend for approval by Benton County Public Works, NOW, THEREFORE

BE IT RESOLVED that the Expert Agreement with Eugene S. Takle is hereby approved and the Chairman of the Board is authorized to sign said agreement on behalf of Benton County.

Dated this 8th day of September 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

EXPERT AGREEMENT

Blaine v. Crow and Benton County, et al.
Benton County Superior Court Cause No. 08-2-00666-0

THIS AGREEMENT is between, Eugene S. Takle, Ph.D. of 2720 Meadow Glen Road, Ames, Iowa 50014-8241, telephone number (515) 294-9871, whose specialty is Meteorology referred to as the EXPERT, and BENTON COUNTY, referred to as the CLIENT.

1. SERVICES PROVIDED

IT IS AGREED That the EXPERT will perform for the CLIENT the following services:

Consultation, evaluation, deposition, and possible testimony at trial if necessary.

2. COMPENSATION

IT IS FURTHER AGREED That compensation for professional services shall be at the following hourly rate of \$280.00 (the hourly rates to include all normal overhead and operating costs. Any additional authorized expenditures for which reimbursement is sought must be supported by actual receipts. All fees, costs and expenses will not exceed \$10,000.00 in total without prior written agreement therefor.

Lodging and subsistence, if required, will be allowed at the current regular state per diem rates as set forth by the Office of Financial Management. Mileage shall be allowed at the current rate authorized for county employees, or the actual cost of a rental car, if necessary, for which a receipt will be required. Airfare, if required, will be reimbursed for economy class air travel, upon submission of the ticket stub.

Payment for services provided hereby will be made upon receipt of invoices sent to Miller, Mertens & Comfort, PLLC, 1020 North Center Parkway, Suite B, Kennewick, WA 99336 for review and approval at the end of each month. The expert is responsible for providing a detailed invoice identifying work performed, date accomplished, and hours/dollars to be charged. Original receipts are required for reimbursement.

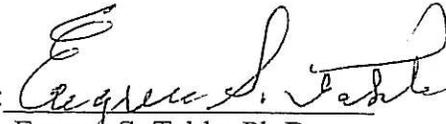
3. TERM

The term of this agreement shall extend three years from the date of acceptance by Benton County Washington.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written below.

BENTON COUNTY,
WASHINGTON

By: _____
Chairman, Board of County
Commissioners

By: 
Eugene S. Takle, Ph.D.

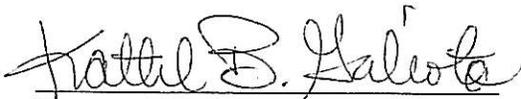
Date: 22 Aug 2009

Attest:

Clerk of the Board

Date: _____

Approved as to Form:


Benton County Prosecuting Attorney

Date: 08/25/09

Federal I.D. or Social Security Number: 91-1875775

Washington State Department of Revenue Tax Registration/UBI Number: 601836984

RESOLUTION

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

IN THE MATTER OF WALTER ROAD PRSE

WHEREAS, Sheryl Vantine and others filed an administrative claim against Benton County seeking compensation for damages to Walter Road PRSE, allegedly caused by use of the road during the construction of Phase III of the Intertie road (SR-397) from November 2007 through October 2008, and

WHEREAS, on March 24, 2009, Benton County tendered the claim to its contractor on the project, Selland Construction, Inc., a Washington corporation ("Selland"), and on May 21, 2009, Selland's insurer sent Ms. Vantine a letter rejecting such claim, and

WHEREAS, under the County's contract with Selland, if Selland is responsible for the alleged damage, the County has the authority to allow all or part of the claim once rejected by Selland and then seek reimbursement of the cost of such claim from Selland, and

WHEREAS, the County and all of the owners of Walter Road PRSE ("Owners") have agreed that it is in each of their best interests to resolve the administrative claim by agreeing to release the County from all asserted and unasserted claims regarding any damage to Walter Road PRSE that currently exists or that may exist in the future as a result of use of Walter Road PRSE during construction of Phase III of the Intertie (SR-397), in return for the County's agreement to reconstruct Walter Road PRSE within thirty (30) days to a short plat standard of two inches of compacted gravel, 20 feet wide from beginning to the end of Walter Road PRSE, and

WHEREAS, a Release of All Claims and Hold Harmless Agreement was prepared for the Owners signature, and

WHEREAS, all Owners have signed the Release of All Claims and Hold Harmless Agreement,
NOW, THEREFORE

g.

9

BE IT RESOLVED that the Chairman of the Board is authorized to sign said agreement on behalf of Benton County.

BE IT FURTHER RESOLVED that Public Works is instructed to reconstruct Walter Road PRSE to the conditions agreed upon in the Release of All Claims and Hold Harmless Agreement.

Dated this 8th day of September 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

WHEREAS, on March 3, 2009, Sheryl Vantine filed an administrative claim against Benton County (the "County") seeking compensation for damages to Walter Road PRSE, including damage to the asphalt surface and the creation of large pot holes, allegedly caused by the use of such road during the construction of Phase III of the Intertie road (CR-397) from November 2007 through October 2008;

WHEREAS, on March 24, 2009, Benton County tendered the claim to its contractor on the project, Selland Construction, Inc., a Washington corporation ("Selland"), and on May 21, 2009, Selland's insurer sent Ms. Vantine a letter rejecting such claim;

WHEREAS, under the County's contract with Selland, if Selland is responsible for the alleged damage, the County has the authority to allow all or part of the claim once rejected by Selland and then seek reimbursement of the cost of such claim from Selland;

WHEREAS, the County and all of the owners of Walter Road PRSE ("Owners") have agreed that it is in each of their best interests to resolve Ms. Vantine's administrative claim by agreeing to release the County from all asserted and unasserted claims regarding any damage to Walter Road PRSE that currently exists or that may exist in the future as a result of use of Walter Road PRSE during construction of Phase III of the Intertie (CR-397), in return for the County's agreement to reconstruct Walter Road PRSE within thirty (30) days to a short plat standard of two inches of compacted gravel 20 feet wide from the beginning to the end of Walter Road PRSE.

NOW THEREFORE AND IN CONSIDERATION OF the reconstruction of Walter Road PRSE with two inches of compacted gravel 20 feet in width from the beginning to the end of Walter Road PRSE within thirty (30) days of the execution of this agreement, and other good and valuable consideration, upon completion of the above described reconstruction of Walter Road PRSE the undersigned Owners hereby release and discharge, and by these presents do for themselves, their marital communities, their heirs, executors, administrators and assigns, release, acquit and forever discharge BENTON COUNTY, and Benton County's officers, officials, agents and employees, from any and all actions, claims or demands for damages, attorney's fees, costs, loss of use, loss of service, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown damage resulting from or related to any of the allegations described herein regarding Walter Road PRSE and allegedly occurring from approximately November 2007 through the date of this release.

Owners hereby acknowledge and assume all risk that the said damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. Owners specifically understand that all known and unknown damages are covered by this agreement. The undersigned Owners understand that this settlement is intended to forever eliminate any further or additional claims of whatever nature, known or unknown, against BENTON COUNTY, and Benton County's officers, officials, agents and employees, arising

from the incident described above. No promise or inducement which is not herein expressed has been made to us, and in executing this release the undersigned Owners do not rely upon any statement or representation made by any person, firm or corporation hereby released or any agent, or any other person representing them, or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

The Owners understand that this settlement is a compromise and is not to be construed as an admission of liability on the part of Benton County and its officials, agents and employees. Owners further agree that this release shall not be pleaded by us as a bar to any claim or suit, brought by an insurer for purposes of subrogation, and Owners hereby assign to Benton County any and all claims that we may have against Selland regarding the above described damage to Walter Road PRSE.

In consideration of the above referenced reconstruction of Walter Road PRSE, Owners agree to hold BENTON COUNTY and Benton County's officers, officials, agents and employees, harmless from any claims that may be asserted for contribution, subrogation claims, lien claims, or claims by a third party arising out of or related to the allegations described above concerning Walter Road PRSE, whether such claims be based on contract, tort or any other theory of law.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. Owners further state that we have carefully read the forgoing release and know the contents thereof, and we sign the same as our own free act.

Quirt L. Pierce
224508 Walter PRSE, Kennewick, WA 99337

Signed and sworn to before me on 7-22-09 by Quirt L. Pierce.

[Signature]
NOTARY PUBLIC
Appt. Exp. 1-15-13

Bart E. Yogan
Bart E. Yogan
225805 Walter PRSE, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by Bart E. Yogan.

[Signature]
NOTARY PUBLIC
Appt. Exp. 1-15-13

SH
Scott K. Young
226305 Walter PRSE, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by Scott K. Young.

[Signature]
NOTARY PUBLIC
Appt. Exp. 1-15-13

Paula M. Pierce
224508 Walter PRSE, Kennewick, WA 99337

Signed and sworn to before me on 7-22-09 by Paula M. Pierce.

[Signature]
NOTARY PUBLIC
Appt. Exp. 1-15-13

Sarita L. Yogan
Sarita L. Yogan
225805 Walter PRSE, Kennewick, WA 99337

Date: July 22, 2009

Signed and sworn to before me on 7-22-09 by Sarita L. Yogan.

[Signature]
NOTARY PUBLIC
Appt. Exp. 1-15-13

Robert D. Slatter
Robert D. Slatter
44604 S. Morton Road, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by Robert D. Slatter.

[Signature]
NOTARY PUBLIC
Appt. Exp. 1-15-13

Kenneth L. Allen

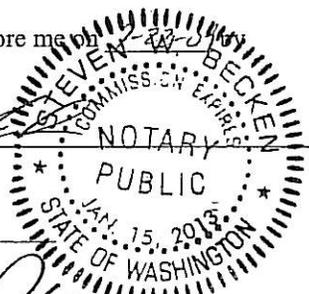
Kenneth L. Allen
224908 Walter PRSE, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by
Kenneth L. Allen.

[Signature]

NOTARY PUBLIC
Appt. Exp. 1-15-13



Sheryl Vantine

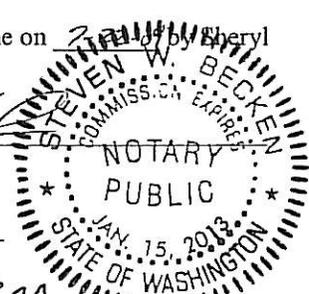
Sheryl Vantine
2805 W. 36th Ct., Kennewick, WA 99337

Date: 7/22/09

Signed and sworn to before me on 7-22-09 by Sheryl
Vantine.

[Signature]

NOTARY PUBLIC
Appt. Exp. 1-15-13



Sandra E. Peterson

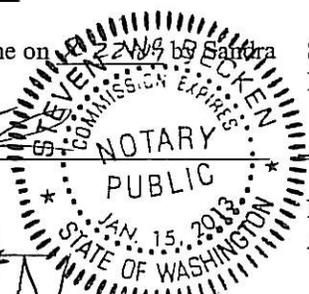
Sandra E. Peterson
2805 W. 36th Ct., Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by Sandra
E. Peterson.

[Signature]

NOTARY PUBLIC
Appt. Exp. 1-15-13



Ed. D. Gillen

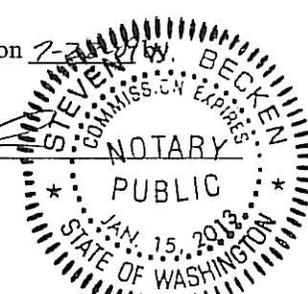
Edward D. Gillen
P. O. Box 6284, Kennewick, WA 99336

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by
Edward D. Gillen.

[Signature]

NOTARY PUBLIC
Appt. Exp. 1-15-13



Timothy A. Peterson

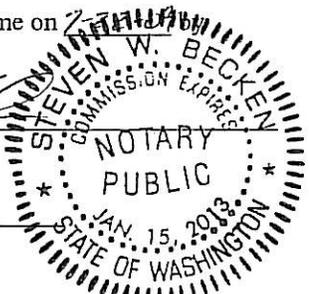
Timothy A. Peterson
2805 W. 36th Ct., Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by
Timothy A. Peterson.

[Signature]

NOTARY PUBLIC
Appt. Exp. 1-15-13



Lorinda A. Peterson
2805 W. 36th Ct., Kennewick, WA 99337

Dated: _____

Signed and sworn to before me on _____ by
Lorinda A. Peterson.

NOTARY PUBLIC
Appt. Exp. _____

Charles L. Reitz

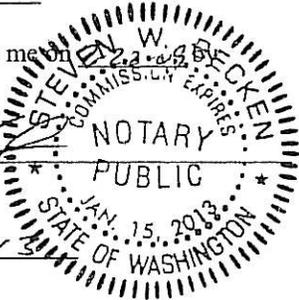
Charles L. Reitz
226908 Walter PRSE, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by
Charles L. Reitz.

Steven W. Becken

NOTARY PUBLIC
Appt. Exp. 1-15-13



Beverly Thompson

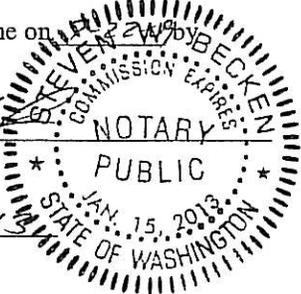
Beverly Thompson
226908 Walter PRSE, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by
Beverly Thompson.

Steven W. Becken

NOTARY PUBLIC
Appt. Exp. 1-15-13



Kevin Smith
68203 S. Meals Road, Kennewick, WA 99337

Date: _____

Signed and sworn to before me on _____ by Kevin
Smith.

NOTARY PUBLIC
Appt. Exp. _____

Paula Smith
68203 S. Meals Road, Kennewick, WA 99337

Date: _____

Signed and sworn to before me on _____ by Paula
Smith.

NOTARY PUBLIC
Appt. Exp. _____

Norman J. White

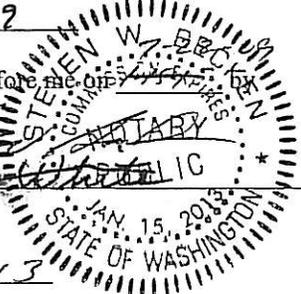
Norman J. White
225401 E. Walter PRSE, Kennewick, WA 99337

Date: 7-22-09

Signed and sworn to before me on 7-22-09 by
Norman J. White.

Steven W. Becken

NOTARY PUBLIC
Appt. Exp. 1-15-13



Doris White

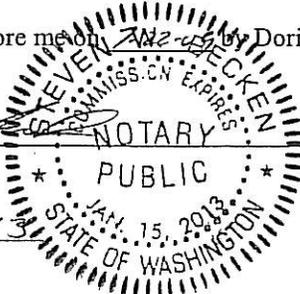
Doris White
225401 E. Walter PRSE, Kennewick, WA 99337

Date: 7/22/09

Signed and sworn to before me on 7-22-09 by Doris
White.

Steven W. Becken

NOTARY PUBLIC
Appt. Exp. 1-15-13



RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

WHEREAS, on March 3, 2009, Sheryl Vantine filed an administrative claim against Benton County (the "County") seeking compensation for damages to Walter Road PRSE, including damage to the asphalt surface and the creation of large pot holes, allegedly caused by the use of such road during the construction of Phase III of the Intertie road (CR-397) from November 2007 through October 2008;

WHEREAS, on March 24, 2009, Benton County tendered the claim to its contractor on the project, Selland Construction, Inc., a Washington corporation ("Selland"), and on May 21, 2009, Selland's insurer sent Ms. Vantine a letter rejecting such claim;

WHEREAS, under the County's contract with Selland, if Selland is responsible for the alleged damage, the County has the authority to allow all or part of the claim once rejected by Selland and then seek reimbursement of the cost of such claim from Selland;

WHEREAS, the County and all of the owners of Walter Road PRSE ("Owners") have agreed that it is in each of their best interests to resolve Ms. Vantine's administrative claim by agreeing to release the County from all asserted and unasserted claims regarding any damage to Walter Road PRSE that currently exists or that may exist in the future as a result of use of Walter Road PRSE during construction of Phase III of the Intertie (CR-397), in return for the County's agreement to reconstruct Walter Road PRSE within thirty (30) days to a short plat standard of two inches of compacted gravel 20 feet wide from the beginning to the end of Walter Road PRSE.

NOW THEREFORE AND IN CONSIDERATION OF the reconstruction of Walter Road PRSE with two inches of compacted gravel 20 feet in width from the beginning to the end of Walter Road PRSE within thirty (30) days of the execution of this agreement, and other good and valuable consideration, upon completion of the above described reconstruction of Walter Road PRSE the undersigned Owners hereby release and discharge, and by these presents do for themselves, their marital communities, their heirs, executors, administrators and assigns, release, acquit and forever discharge BENTON COUNTY, and Benton County's officers, officials, agents and employees, from any and all actions, claims or demands for damages, attorney's fees, costs, loss of use, loss of service, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown damage resulting from or related to any of the allegations described herein regarding Walter Road PRSE and allegedly occurring from approximately November 2007 through the date of this release.

Owners hereby acknowledge and assume all risk that the said damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. Owners specifically understand that all known and unknown damages are covered by this agreement. The undersigned Owners understand that this settlement is intended to forever eliminate any further or additional claims of whatever nature, known or unknown, against BENTON COUNTY, and Benton County's officers, officials, agents and employees, arising

from the incident described above. No promise or inducement which is not herein expressed has been made to us, and in executing this release the undersigned Owners do not rely upon any statement or representation made by any person, firm or corporation hereby released or any agent, or any other person representing them, or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

The Owners understand that this settlement is a compromise and is not to be construed as an admission of liability on the part of Benton County and its officials, agents and employees. Owners further agree that this release shall not be pleaded by us as a bar to any claim or suit, brought by an insurer for purposes of subrogation, and Owners hereby assign to Benton County any and all claims that we may have against Selland regarding the above described damage to Walter Road PRSE.

In consideration of the above referenced reconstruction of Walter Road PRSE, Owners agree to hold BENTON COUNTY and Benton County's officers, officials, agents and employees, harmless from any claims that may be asserted for contribution, subrogation claims, lien claims, or claims by a third party arising out of or related to the allegations described above concerning Walter Road PRSE, whether such claims be based on contract, tort or any other theory of law.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. Owners further state that we have carefully read the forgoing release and know the contents thereof, and we sign the same as our own free act.

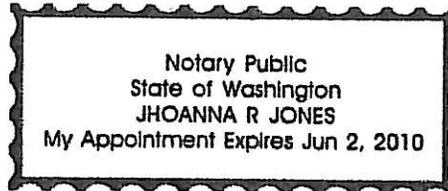
Kevin Smith
Kevin Smith
68203 S. Meals Road, Kennewick, WA 99337

Date: 8-20-09

Signed and sworn to before me on August 20, 2009 by Kevin Smith.

[Signature]

NOTARY PUBLIC
Appt. Exp. June 2, 2010



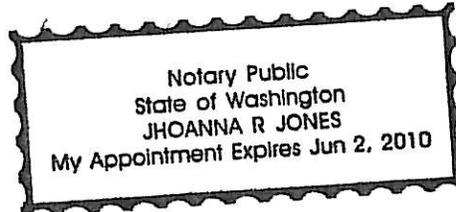
Paula Smith
Paula Smith
68203 S. Meals Road, Kennewick, WA 99337

Date: 8/20/09

Signed and sworn to before me on August 20, 2009 by Paula Smith.

[Signature]

NOTARY PUBLIC
Appt. Exp. June 2, 2010



RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

WHEREAS, on March 3, 2009, Sheryl Vantine filed an administrative claim against Benton County (the "County") seeking compensation for damages to Walter Road PRSE, including damage to the asphalt surface and the creation of large pot holes, allegedly caused by the use of such road during the construction of Phase III of the Intertie road (CR-397) from November 2007 through October 2008;

WHEREAS, on March 24, 2009, Benton County tendered the claim to its contractor on the project, Selland Construction, Inc., a Washington corporation ("Selland"), and on May 21, 2009, Selland's insurer sent Ms. Vantine a letter rejecting such claim;

WHEREAS, under the County's contract with Selland, if Selland is responsible for the alleged damage, the County has the authority to allow all or part of the claim once rejected by Selland and then seek reimbursement of the cost of such claim from Selland;

WHEREAS, the County and all of the owners of Walter Road PRSE ("Owners") have agreed that it is in each of their best interests to resolve Ms. Vantine's administrative claim by agreeing to release the County from all asserted and unasserted claims regarding any damage to Walter Road PRSE that currently exists or that may exist in the future as a result of use of Walter Road PRSE during construction of Phase III of the Intertie (CR-397), in return for the County's agreement to reconstruct Walter Road PRSE within thirty (30) days to a short plat standard of two inches of compacted gravel 20 feet wide from the beginning to the end of Walter Road PRSE.

NOW THEREFORE AND IN CONSIDERATION OF the reconstruction of Walter Road PRSE with two inches of compacted gravel 20 feet in width from the beginning to the end of Walter Road PRSE within thirty (30) days of the execution of this agreement, and other good and valuable consideration, upon completion of the above described reconstruction of Walter Road PRSE the undersigned Owners hereby release and discharge, and by these presents do for themselves, their marital communities, their heirs, executors, administrators and assigns, release, acquit and forever discharge BENTON COUNTY, and Benton County's officers, officials, agents and employees, from any and all actions, claims or demands for damages, attorney's fees, costs, loss of use, loss of service, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown damage resulting from or related to any of the allegations described herein regarding Walter Road PRSE and allegedly occurring from approximately November 2007 through the date of this release.

Owners hereby acknowledge and assume all risk that the said damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. Owners specifically understand that all known and unknown damages are covered by this agreement. The undersigned Owners understand that this settlement is intended to forever eliminate any further or additional claims of whatever nature, known or unknown, against BENTON COUNTY, and Benton County's officers, officials, agents and employees, arising

from the incident described above. No promise or inducement which is not herein expressed has been made to us, and in executing this release the undersigned Owners do not rely upon any statement or representation made by any person, firm or corporation hereby released or any agent, or any other person representing them, or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

The Owners understand that this settlement is a compromise and is not to be construed as an admission of liability on the part of Benton County and its officials, agents and employees. Owners further agree that this release shall not be pleaded by us as a bar to any claim or suit, brought by an insurer for purposes of subrogation, and Owners hereby assign to Benton County any and all claims that we may have against Selland regarding the above described damage to Walter Road PRSE.

In consideration of the above referenced reconstruction of Walter Road PRSE, Owners agree to hold BENTON COUNTY and Benton County's officers, officials, agents and employees, harmless from any claims that may be asserted for contribution, subrogation claims, lien claims, or claims by a third party arising out of or related to the allegations described above concerning Walter Road PRSE, whether such claims be based on contract, tort or any other theory of law.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. Owners further state that we have carefully read the forgoing release and know the contents thereof, and we sign the same as our own free act.

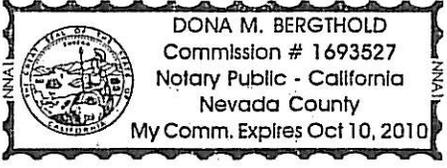
Mary Rorden
Mary Rorden
197914 E. 10th Avenue, Kennewick, WA 99337

Date: August 18, 2009

Signed and sworn to before me on 8-18-09 by Mary Rorden.

[Signature]

NOTARY PUBLIC
Appt. Exp. 10-10-2010



RELEASE OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT

WHEREAS, on March 3, 2009, Sheryl Vantine filed an administrative claim against Benton County (the "County") seeking compensation for damages to Walter Road PRSE, including damage to the asphalt surface and the creation of large pot holes, allegedly caused by the use of such road during the construction of Phase III of the Intertie road (CR-397) from November 2007 through October 2008;

WHEREAS, on March 24, 2009, Benton County tendered the claim to its contractor on the project, Selland Construction, Inc., a Washington corporation ("Selland"), and on May 21, 2009, Selland's insurer sent Ms. Vantine a letter rejecting such claim;

WHEREAS, under the County's contract with Selland, if Selland is responsible for the alleged damage, the County has the authority to allow all or part of the claim once rejected by Selland and then seek reimbursement of the cost of such claim from Selland;

WHEREAS, the County and all of the owners of Walter Road PRSE ("Owners") have agreed that it is in each of their best interests to resolve Ms. Vantine's administrative claim by agreeing to release the County from all asserted and unasserted claims regarding any damage to Walter Road PRSE that currently exists or that may exist in the future as a result of use of Walter Road PRSE during construction of Phase III of the Intertie (CR-397), in return for the County's agreement to reconstruct Walter Road PRSE within thirty (30) days to a short plat standard of two inches of compacted gravel 20 feet wide from the beginning to the end of Walter Road PRSE.

NOW THEREFORE AND IN CONSIDERATION OF the reconstruction of Walter Road PRSE with two inches of compacted gravel 20 feet in width from the beginning to the end of Walter Road PRSE within thirty (30) days of the execution of this agreement, and other good and valuable consideration, upon completion of the above described reconstruction of Walter Road PRSE the undersigned Owners hereby release and discharge, and by these presents do for themselves, their marital communities, their heirs, executors, administrators and assigns, release, acquit and forever discharge BENTON COUNTY, and Benton County's officers, officials, agents and employees, from any and all actions, claims or demands for damages, attorney's fees, costs, loss of use, loss of service, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown damage resulting from or related to any of the allegations described herein regarding Walter Road PRSE and allegedly occurring from approximately November 2007 through the date of this release.

Owners hereby acknowledge and assume all risk that the said damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. Owners specifically understand that all known and unknown damages are covered by this agreement. The undersigned Owners understand that this settlement is intended to forever eliminate any further or additional claims of whatever nature, known or unknown, against BENTON COUNTY, and Benton County's officers, officials, agents and employees, arising

from the incident described above. No promise or inducement which is not herein expressed has been made to us, and in executing this release the undersigned Owners do not rely upon any statement or representation made by any person, firm or corporation hereby released or any agent, or any other person representing them, or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

The Owners understand that this settlement is a compromise and is not to be construed as an admission of liability on the part of Benton County and its officials, agents and employees. Owners further agree that this release shall not be pleaded by us as a bar to any claim or suit, brought by an insurer for purposes of subrogation, and Owners hereby assign to Benton County any and all claims that we may have against Selland regarding the above described damage to Walter Road PRSE.

In consideration of the above referenced reconstruction of Walter Road PRSE, Owners agree to hold BENTON COUNTY and Benton County's officers, officials, agents and employees, harmless from any claims that may be asserted for contribution, subrogation claims, lien claims, or claims by a third party arising out of or related to the allegations described above concerning Walter Road PRSE, whether such claims be based on contract, tort or any other theory of law.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. Owners further state that we have carefully read the forgoing release and know the contents thereof, and we sign the same as our own free act.

Lorinda A. Peterson

Lorinda A. Peterson
2805 W. 36th Ct., Kennewick, WA 99337

Dated: 8-26-2009

Signed and sworn to before me on August 26th, 2009 by Lorinda A. Peterson.

Cynthia M. Vermette

NOTARY PUBLIC
Appt. Exp. 11/13/2012

CYNTHIA M. VERMETTE
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
11-13-12

Y

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009
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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol

Dept Nbr: 121

Fund Name: Current Expense

Fund Nbr: 0000-101

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
594.210	6410	Capital Outlay - Vehicle	\$13,892	521.210	3501	Small Item - Equipment	\$6,018
				521.210	3106	Operating Supplies	\$3,624
				521.210	3127	SWAT Supplies	\$1,250
				521.940	3106	Operating Supplies	\$3,000
TOTAL			\$13,892	TOTAL			\$13,892

Explanation:

Funds are left in the Capital Outlay Vehicle line item do to several savings on the outfitting of the patrol vehicles. Major portion of the savings (\$32,795) is do to the decision not to purchase new laptops for some of the vehicles because they were just purchased in 2008 and placed on the replacement schedule. It was also decided not to purchase the additional 800 MHZ radios which saved \$4,000 and a decrease in the costs of items purchased and installed by Day Wireless that totaled (\$12,000). Line item transfers were already approved moving funds within the Sheriff Patrol budget (dept. 121) that allowed for the 2nd half of 2009 Registered Sex Offender Verification Program, which is a grant funded program, as well as one moving funds to pay for a polygraph machine which was part of the 2009 Recovery Act Byrne/JAG grant. This line item transfer will fund other grant related (WASPC Radar grant, Marshals Equipment Money, small portion of the 2009 Recovery Act Byrne/JAG) or donated funds (donation to the SWAT team) without requesting a supplement.

Prepared by: Julie Thompson

Date: 30-Aug-2009

Approved

Denied

Date: _____

Chairman

Member

Member

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

Board of County Commissioners
BENTON COUNTY

9:05
David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

September 8, 2009

Benton-Franklin Health District Board
Attn. Franklin County Commissioners
1016 N. 4th Ave.
Pasco, WA 99301

Re: Benton-Franklin Health District Kennewick Canal Street Building

Dear Commissioners:

Earlier in the year, the Benton County Board of Commissioners expressed an interest in the Health District Kennewick Canal Street building. With your concurrence, we paid for an independent appraisal of the facility that deemed the value at \$340,000. Benton County is not interested in the purchase of the building as we have found it does not meet our immediate needs and is not located near our current campus.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max E. Benitz, Jr., Chairman

Leo M. Bowman, Chair Pro-Tem

James R. Beaver, Member

cc: Dr. Jecha, BFHD
Jeff Jones, BFHD
BC Administration

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

September 8, 2009

Benton-Franklin Health District Board
Attn. Franklin County Commissioners
1016 N. 4th Ave.
Pasco, WA 99301

Re: Budget Letter

Dear Commissioners:

As a reminder, in the second amendment to the lease agreement between Benton County and the Benton-Franklin Health District, the Health District agreed to pay the additional lump sum rent of \$500,000 by March 1, 2010. The payment is in no way contingent upon the sale of the property by the Health District.

We at Benton County are continually looking at ways to streamline our operations. We observe numerous organizations throughout the state downsizing and consolidating their programs, finances and locations to maintain financial stability. This has generated questions about the possible use of the Canal Street building by the Health District.

- Can the Health District achieve financial stability by relocating to the Canal Street building?
- What is the amount of rent and operational savings that could be obtained by relocation to the Canal Street building?
- If a savings occurs, can more services be available to the public?
- If a savings occurs, can present services that are being discontinued due to a funding shortfall be kept?

Benton-Franklin Health District Board
September 8, 2009
Page Two

- Can the Health District provide the Benton County Commissioners an analysis of this scenario?

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Max E. Benitz, Jr., Chairman

Leo M. Bowman, Chair Pro-Tem

James Beaver, Member

cc: Dr. Jecha, BFHD
Jeff Jones, BFHD
BC Administration

9:20 AM

District Court Judges Interviews

Commissioners

11:20 AM

**District Court Judges
Discussion and Possible Decision for
Appointments**

Commissioners

11:40 am

Executive Session

Potential Litigation

Sarah Perry

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	September 8, 2009	Execute Contract		Consent Agenda
Subject:	Relocation	Pass Resolution		Public Hearing
	Reimbursement	Pass Ordinance		1st Discussion
Prepared by:	<u>Melina Wenner</u>	Pass Motion		2nd Discussion
		Other	X	Other

11:50

BACKGROUND INFORMATION

On May 27, 2008, the Benton County Board of Commissioners approved the Benton County Relocation Expense Policy, which is attached for reference. Per the policy, the Public Works Manager requests that the Board authorize to reimburse the new County Engineer, Malcolm Bowie, for costs directly related to relocation of Mr. Bowie's household from Oregon. The Public Works Manager requests relocation reimbursement to Mr. Bowie up to a maximum amount of \$5,000.00 provided that Mr. Bowie agrees and enters into an Employment Relocation Agreement, which is attached.

SUMMARY

Same as above

RECOMMENDATION

Request authorization of reimbursement of Malcolm Bowie's relocation expenses up to a maximum of \$5,000.

FISCAL IMPACT

\$5,000.00 to be paid out of the Public Works budget.

RESOLUTION 08 534

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVAL OF THE BENTON COUNTY RELOCATION EXPENSE POLICY

WHEREAS, Benton County has an obligation to ensure it has adequate, qualified staff to meet its public mission; and

WHEREAS, Benton County at times has had limited success in filling some of its highly technical positions from applicants living within reasonable commuting distance of the County; and

WHEREAS, the Benton County Board of Commissioners authorized the Benton County Personnel/Risk Manager to draft a Relocation Expense Policy; and

WHEREAS, the attached Benton County Relocation Policy was drafted and distributed to all Elected Officials and Department Managers for their review; and

WHEREAS, the County Elected Officials have signed and approved the Benton County Relocation Policy and; NOW THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Benton County Relocation Policy and Employment Relocation Agreement form.

Dated this 27th day of May, 2008.

Charles L. Olson
Chairman of the Board

Max E. Bentley
Chairman Pro-Tem

Leo M. Bauman
Member

Attest: *Carrie M. [Signature]*
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: All Depts, Policy Books, Intranet

BENTON COUNTY RELOCATION EXPENSE POLICY

This policy pertains to the reimbursement of new employee relocation expenses. This policy applies only to eligible exempt, non-bargaining employees. It is understood that this Relocation Expense Policy may be monitored, modified, extended, and/or rescinded at the Benton County Commissioners' discretion without prior notification.

I. Eligibility

To be eligible for reimbursement under this Policy, all four of the following criteria must be met:

1. The employee must be a new full-time, exempt, regular non-bargaining employee who relocates his/her household as a direct result of accepting a job with Benton County;
2. As a direct result of accepting a job with Benton County, the new employee is required to increase his/her commute from previous residence to new place of work by at least 200 miles over his/her previous workplace, except in cases where the County Commissioners specifically makes a written exception to this rule;
3. The Benton County Commissioners specifically authorize reimbursement of the employee's relocation expenses, in writing, at or before the time employment is offered; and
4. The employee is offered employment on or after February 1, 2008.

II. Board of County Commissioners Authorizes Reimbursement of Relocation Expenses

The Benton County Commissioners may, at their discretion, authorize reimbursement by the County to the new employee for certain costs directly related to relocation of the employee's household, up to a maximum of \$5,000.00. If the Commissioners choose to authorize reimbursement, the Commissioners will provide to the Elected Official and Department Manager authorization for a fixed "not to exceed" dollar amount, that the Elected Official or Department Director shall put in writing to the individual at the time employment is offered. The hiring office must provide the funding for the reimbursement of relocation expenses within their approved budget.

III. Employee Signs Employment Relocation Agreement

Prior to receiving any relocation reimbursement under this Policy, the employee must execute an Employment Relocation Agreement with Benton County. In addition to defining the maximum allowable reimbursement amount, the Agreement will specify all of the following:

- The employee must remain employed on a regular, full-time basis with Benton County for at least two years commencing on the date that the employee starts work for Benton County. Unpaid time will not count toward this two-year requirement;
- If the employee resigns or is terminated from employment with Benton County prior to completing two years of service, he/she will repay Benton County the relocation reimbursement amount received within 30 days following the last day of employment with Benton County;
- If the employee resigns or is terminated from employment with Benton County prior to completing two years of service, the employee authorizes Benton County, at its option, to deduct up to the full amount of relocation reimbursement from any wages or other amounts owed to the employee upon his/her separation from Benton County; and
- Repayment may be waived by the County Commissioners, in their discretion, if employment is terminated for reasons beyond the employee's control.

IV. Benton County Reports Relocation Reimbursements to Internal Revenue Service

Benton County will report qualifying relocation reimbursements in the employee's taxable income to the Internal Revenue Service annually. Benton County must withhold income tax, social security tax, and medicare tax from the employee's pay at the time of reimbursement. All applicable taxes are the sole responsibility of the employee.

V. Benton County Provides Reimbursement for Qualifying Relocation Expenses Only

Prior to reimbursement under this Policy, the employee will be required to provide receipts for all qualifying relocation expenses to the Elected Official or Department Manager within the first six months following the employee's first day of employment with Benton County. Only those relocation expenses specifically listed in this section are eligible for reimbursement.

Benton County will reimburse the employee for travel-related relocation costs from the new employee's previous residence to his/her new residence. Qualifying travel-related relocation expenses are limited to:

- Employee's fare at an "economy" or "coach" rate, for air or other passenger conveyance, via the most direct route, or
- The cost to drive one automobile, via the most direct route. Note: Mileage reimbursement is calculated at the current IRS rate. For each five hundred miles in distance traveled, the employee will receive reimbursement for lodging, not to exceed \$80.00.

Other qualifying relocation expenses are limited to:

- The cost of moving household goods and personal items; and
- The cost of moving insurance for property moved.

VI. This Policy Does Not Alter the "At-Will" Employment Relationship

Employment with Benton County is "at-will," which means that either Benton County or the employee can terminate the employment relationship at any time, with or without notice. This Policy does not constitute an employment contract for a particular term or otherwise affect the employee's at-will employment status.

BENTON COUNTY EMPLOYMENT RELOCATION AGREEMENT

Based on the information you have provided, Benton County has identified you as being eligible for reimbursement of your relocation expenses under the Benton County Relocation Expense Policy, Resolution No. _____ ("Policy"), which is attached hereto and incorporated herein by reference. The Benton County Commissioners have authorized reimbursement to you in accordance with that Policy, up to a maximum of \$5,000.00, provided that you agree and enter into this Employment Relocation Agreement (Agreement).

I, _____, understand and agree to all the following terms and conditions:

1. I certify that I meet the eligibility requirements in the Policy.
2. I must remain employed on a regular, full-time basis with Benton County for at least two years commencing on the date I start work for Benton County. Unpaid time will not count toward this two-year requirement.
3. If (1) my employment status changes from regular/full-time or (2) I resign or am terminated from employment with Benton County prior to completing two years of service, I will repay Benton County the relocation reimbursement amount I received, as follows:
 - a. I authorize Benton County, at its option, to deduct up to the full amount of relocation reimbursement from any wages or other amounts owed to me.
 - b. I will repay Benton County any remaining relocation reimbursement amount within 30 days following my change of status or, if a resignation/termination, within 30 days following my last day of employment with Benton County.
 - c. Benton County, at its option, may make other repayment arrangements with me. Any such other arrangements must be made in advance, in writing, and signed by the Benton County Commissioners.
4. Repayment may be waived by the County Commissioners, in their discretion, if employment is terminated for reasons beyond my control.
5. All applicable taxes in connection with the relocation reimbursement are my sole responsibility.
6. To obtain reimbursement under the Policy, I must provide receipts for all qualifying relocation expenses to Elected Official or Department Manager within the first six months following my first day of employment with Benton County. Only those relocation expenses specifically listed in the Policy are eligible for reimbursement.
7. Employment with Benton County is "at-will," which means that either Benton County or I can terminate the employment relationship at any time, with or without notice. Neither the Policy nor this Agreement constitutes an employment contract for a particular term or otherwise affects my at-will employment status.

I have read, accept, and agree to the terms and conditions set forth in this Employment Relocation Agreement and in the attached Benton County Relocation Expense Policy.

Employee Name (Print)

Employee Signature

Date

Attachment: Benton County Relocation Expense Policy, Resolution No. _____

BENTON COUNTY EMPLOYMENT RELOCATION AGREEMENT

The Benton County Commissioners have authorized reimbursement to you, up to a maximum of \$5,000.00, provided that you agree and enter into this Employment Relocation Agreement (Agreement).

I, Malcolm Bowie, understand and agree to all the following terms and conditions:

1. I must remain employed on a regular, full-time basis with Benton County for at least two years commencing on the date I start work for Benton County. Unpaid time will not count toward this two-year requirement.
2. If (1) my employment status changes from regular/full-time or (2) I resign or am terminated from employment with Benton County prior to completing two years of service, I will repay Benton County the relocation reimbursement amount I received, as follow:
 - a. I authorize Benton County, at its option, to deduct up to the full amount of relocation reimbursement from any wages or other amounts owed to me.
 - b. I will repay Benton County any remaining relocation reimbursement amount within 30 days following my change of status or, if a resignation/termination, within 30 days following my last day of employment with Benton County.
 - c. Benton County, at its option, may make other repayment arrangements with me. Any such other arrangements must be made in advance, in writing, and signed by the Benton County Commissioners.
3. Repayment may be waived by the County Commissioners, in their discretion, if employment is terminated for reasons beyond my control.
4. All applicable taxes in connection with the relocation reimbursement are my sole responsibility.
5. To obtain reimbursement, I must provide receipts for all qualifying relocation expenses to Steve Becken, Public Works Manager, within the first six months following my first day of employment with Benton County. Only those relocation expenses specifically listed below are eligible for reimbursement.

Benton County will reimburse the employee for travel-related relocation costs from the new employee's previous residence to his/her new residence. Qualifying travel-related relocation expenses are limited to:

- Employee's fare at an "economy" or "coach" rate, for air or other passenger conveyance, via the most direct route, or
- The cost to drive one automobile, via the most direct route. Note: Mileage reimbursement is calculated at the current IRS rate. For each five hundred miles in distance traveled, the employee will receive reimbursement for lodging, not to exceed \$80.00.

Other qualifying relocation expenses are limited to:

- The cost of moving household goods and personal items
 - The cost of moving insurance for property moved.
6. Employment with Benton County is "at-will," which means that either Benton County or I can terminate the employment relationship at any time, with or without notice. This Agreement does not constitute an employment contract for a particular term or otherwise affects my at-will employment status.

I have read, accept, and agree to the terms and conditions set forth in this Employment Relocation Agreement.

Employee Name (Print)

Employee Signature

Date