

September 28, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
September 21, 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; Mike Shuttleworth, Planning Manager; Steve Becken, Public Works; DPA Ryan Brown; Nick Kooiker, Treasurer's Office.

Approval of Minutes

The Minutes of September 14, 2009 and September 15, 2009 were approved.

Consent Agenda

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

Commissioners

- a. Second Amendment to the Interlocal Agreement w/Greater Columbia Behavioral Health
- b. Canvassing Board Appointment
- c. Establishing Salary Grade for Public Defense Attorney II & III

Human Services

- d. Amendment, #07/09-SA-ESD-01, w/Educational Service District 123
- e. Agreement, #09/10-PREV-ESD-00 w/Educational Service District 123
- f. Agreement, #09/10-DD-GW-00, w/Goodwill Industries of the Columbia, Inc.
- g. Agreement, #09/10-DD-CDC-00, w/Children's Development Center
- h. Agreement, #09/10-DD-PTC-00, w/Peopleworks Tri-Cities, LLC
- i. Agreement, #09-10-DD-ARC-00, w/The Arc of the Tri-Cities
- j. Agreement, #09/10-PREV-BFSAC-00, w/BF Substance Abuse Coalition
- k. Professional Services Agreement, #PSA-2009/10, w/S. Adolphsen
- l. Lease Addendum w/McCausland (Now Bassett)/Sonju J/V

Juvenile

- m. Line Item Transfer, Fund No. 0115-101, Dept. 171 & 174

Prosecuting Attorney

- n. Non-Bargaining Personnel Policies and Procedures; Rescinding Resolution 07-320

Office of Public Defense

- o. Classifications and Salary Grades for Deputy Defense Attorneys

Public Works

- p. Local Agency Agreement Supplement for Webber Canyon Road Railroad Undercrossing
- q. Authorization to Proceed w/Improvement of Webber Canyon Road BNSF Underpass Roadway & Kiona Streets
- r. Lease Agreement for Crushing and Stockpile Site – Finley Pit R-133

Sheriff

- s. Intergovernmental Agreement w/United States Marshals
- t. Line Item Transfer, fund No. 0000-101, Dept. 120

Sustainable Development

- u. Interlocal Amendment w/Port of Benton for Capital Improvements at Crow Butte Park
- v. Economic Impacts Analysis of the Proposed “Red Mountain Interchange”

Workforce Development Council

- w. Service Provider Contract, #CFDA #17.260, w/Employment Security Department
- x. Service Provider Contract, #CFDA #17.258, w/Columbia Industries
- y. Service Provider Contract, #CFDA #17.259, w/Career Path Services Employment & Training

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

Ordinance Amendment – BCC 3.26 – Flood Damage Prevention

Mike Shuttleworth presented an ordinance amendment to comply with FEMA requirements.

MOTION: Commissioner Bowman moved to adopt the Planning Commission’s Findings of Fact as their own and adopt the ordinance amendments to BCC 3.26. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:15 a.m.

Public Hearing – Subdivision Vacation (Badger View Estates) - SV 09-01

Mike Shuttleworth said that Benton County received an application requesting the vacation of a 20-foot drainage easement through Lot 19 of Badger View Estates. He said that elimination of the easement could cause runoff problems, especially if property to the north was developed. He indicated the Public Works Department suggested the drainage be re-aligned if the easement were approved. He said the Planning Department’s recommendation was to deny as presented.

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

Mr. Shuttleworth submitted the following items into the record:

1. Letter from Public Works to Ken Holle dated September 16, 2009 - Staff Exhibit 2
2. Email dated September 20, 2009 from Diane Bonin to Susan Walker – Staff Exhibit 3

MOTION: Commissioner Bowman moved to deny the vacation of the 20-foot drainage easement of Badger View Estates. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:25 a.m.

Public Hearing – Short Plat Vacation - SPV 09-03

Mr. Shuttleworth presented an application requesting the vacation of a portion of note #2 limiting the access onto River Road for lot 3. He said the Planning Department recommended approval of the application.

Proponents

John and Belynda Baker, applicants, said they wanted to build their retirement home on the property and spoke in favor of the application.

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

MOTION: Commissioner Bowman moved to approve the vacation of that portion of note #2 limiting access for lot 3. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:35 a.m.

Public Hearing – Short Plat Vacation - SPV 09-04

Mike Shuttleworth presented an application requesting the vacation of lot lines contained in Short Plat 1632 while leaving the easements created when Short Plat #1632 was recorded. He said the Planning Department recommended approval of the application.

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

MOTION: Commissioner Beaver moved to approve the resolution for the Short Plat Vacation application. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:45 a.m.

Vouchers

Check Date: 09/15/2009
Payroll Draw Deductions
Taxes # 10109094-10109095
Total all funds: \$36,910.90

Check Date: 09/15/2009
Warrant #: 225211-225451
Total all funds: \$114,592.99

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

Resolutions

- 09-606 Second Amendment to the Interlocal Agreement w/Greater Columbia Behavioral Health
- 09-607 Establishing Salary Grade for Public Defense Attorney II & III
- 09-608 Amendment, #07/09-SA-ESD-01, w/Educational Service District 123
- 09-609 Agreement, #09/10-PREV-ESD-00 w/Educational Service District 123
- 09-610 Agreement, #09/10-DD-GW-00, w/Goodwill Industries of the Columbia, Inc.
- 09-611 Agreement, #09/10-DD-CDC-00, w/Children's Development Center
- 09-612 Agreement, #09/10-DD-PTC-00, w/Peopleworks Tri-Cities, LLC
- 09-613 Agreement, #09-10-DD-ARC-00, w/The Arc of the Tri-Cities
- 09-614 Agreement, #09/10-PREV-BFSAC-00, w/BF Substance Abuse Coalition
- 09-615 Professional Services Agreement, #PSA-2009/10, w/S. Adolphsen
- 09-616 Lease Addendum w/McCausland (Now Bassett)/Sonju J/V
- 09-617 Line Item Transfer, Fund No. 0115-101, Dept. 171 & 174
- 09-618 Non-Bargaining Personnel Policies and Procedures; Rescinding Resolution 07-320
- 09-619 Classifications and Salary Grades for Deputy Defense Attorneys
- 09-620 Local Agency Agreement Supplement for Webber Canyon Road Railroad Undercrossing
- 09-621 Authorization to Proceed w/Improvement of Webber Canyon Road BNSF Underpass Roadway & Kiona Streets
- 09-622 Lease Agreement for Crushing and Stockpile Site – Finley Pit R-133a
- 09-623 Intergovernmental Agreement w/United States Marshals
- 09-624 Line Item Transfer, fund No. 0000-101, Dept. 120
- 09-625 Interlocal Amendment w/Port of Benton for Capital Improvements at Crow Butte Park
- 09-626 Economic Impacts Analysis of the Proposed "Red Mountain Interchange"
- 09-627 Service Provider Contract, #CFDA #17.260, w/Employment Security Department
- 09-628 Service Provider Contract, #CFDA #17.258, w/Columbia Industries

- 09-629 Service Provider Contract, #CFDA #17.259, w/Career Path Services Employment & Training
- 09-630 Denial of SV 09-01 – Proposed Vacation of Drainage Easement
- 09-631 Approval of SPV 09-03 – Vacation Regarding Access
- 09-632 Approval of SPV 09-04 – Vacation of Lot Lines
- 09-633 Adoption of Ordinance No. 471 Relating to Flood Damage Prevention

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

Clerk of the Board

Chairman

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES WITHIN BENTON COUNTY:

ORDER

WHEREAS, it is necessary that certain precincts in Benton County be changed and divided or combined and new precincts be established to comply with the statutes, now, therefore,

IT IS HEREBY ORDERED that the boundaries of various precincts in Benton County be established as follows:

Precinct Boundary Changes:

- A portion of Washington into W3-P555
- A portion of Badger into W2-P636
- A portion of El Rancho to 6310

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

Portion of El Rancho: Lots 1, 2 and 3 of Short Plat #2378 in Section 2, Township 8 North, Range 28 East of W.M. in Benton County, Washington and including those portions of the Kennewick Irrigation District Badger East Lateral Canal lying immediately east of and adjacent to said lots containing 3.22 acres.

Portion of Washington: Section 7, Township 8 N, R 30; south ½ of Government Lot 4, westerly of canal; less roads along west and south lines 3-31-58; excluded from Kennewick Irrigation District 2-1-56, recorded 2-10-56.

Portion of Badger: Commencing at the North Quarter Corner of Section 22, Township 8 North, Range 29 East, W.M., Kennewick, Benton County, Washington; thence South 01'27'26" East along the east line of the Northwest quarter of said Section 22 for 1361.88 feet to the POINT OF BEGINNING; thence North 88'57'31" West for 527.74 feet; thence south 40'04'10" East for 240.51 feet; thence South 83'00'00" East, for 426.75 feet to a point on the East line of the Northwest Quarter of said Section 22; thence North 01'27'26" West along said East line, for 225.72 feet to the POINT OF BEGINNING.

W3-P555: Beginning at a point which is due west of W. 20th Ave and it's intersection with S. Garfield St.: Thence South along S. Garfield St to it's intersection with S. 27th Ave: Thence east along W. 27th Ave to it's intersection with S. Everett Pl.: Thence south along S. Everett Pl. to a point due east of the North boundary of Lot 4, Block 1 of Lakeview Terrace Second Addition, recorded on April 28th, 1955 in Volume 5 of Plats, page 36, records of Benton County Washington, Fee #339104: Thence west to the Northwest corner of said lot: Thence South to the Southwest corner of Lot 6, Block 1 of Lakeview Terrace Second Addition: Thence East to the Southeast corner of said Lot 6: Thence in a southwesterly direction to the intersection of S. Everett Pl and S. Everett St: Thence Northerly along S. Everett St to it's intersection with W. 28th Ave: Thence North to the North right of way of W. 28th Ave: Thence east to the Southeast corner of Lot 10, Block 2, Lakeview Terrace Second Addition: Thence North to the center line of W. 27th Ave: Thence East to the intersection with S. Dayton St.: Thence North along S. Dayton St to it's intersection with W. 26th Pl: Thence Southeasterly along W. 26th Pl to it's connection with W. 27th Ave: Thence easterly along W. 27th Ave to it's intersection with S. Washington St and the Corporate city limits of City of Kennewick: Thence in a Northerly, Southerly, easterly and westerly along said city limits to it's intersection with the centerline of the BPA easement as shown on the Plat of Kelly Ann Addition, recorded September 16, 1975 in Volume 9 of Plats, Page 42, records of Benton County Washington.: Thence Westerly along said Bonneville Power Administration easement to the centerline of the Columbia Irrigation District's canal right of way: Thence northerly along said centerline to a point due East of W. 20th Ave: Thence West to the point of beginning.

W2-P636: Beginning at the northwest corner of THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22 TOWNSHIP 8 NORTH

RANGE 29; thence east to the northeast corner of THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF Section 22 Township 8 Range 29; Thence north to the south boundary of LAKEVIEW RANCHETTES, BLOCK 3, LOT 21; thence east to the northwest corner of SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST OF SECTION 22 TOWNSHIP 8 RANGE 29; thence south to the southwest corner of SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST OF SECTION 22 TOWNSHIP 8 RANGE 29; thence east to the southeast corner of SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST OF SECTION 22 TOWNSHIP 8 RANGE 29; thence south to the southwest corner of WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 TOWNSHIP 8 RANGE 29; Thence east to the east boundary of Section 22 Township 8 Range 29; Thence north along said boundary to the intersection with the Kennewick Irrigation District Canal; Thence west along Kennewick Irrigation District Canal to the east boundary of Section 15 Township 8 Range 29; Thence south along said boundary to the point of beginning.

6310 (310): Beginning at the northwest corner of Section 2 Township 8 Range 28 Quarter NE; LOT 1, SHORT PLAT NUMBER 2760; thence southeast to the northwest corner of SHORT PLAT #2378, LOT 1; thence east to the Kennewick Irrigation District East Badger Lateral; Thence south along East Badger Lateral to the southwest corner of Section 02 Township 8 Range 28 Quarter NE Plat WILLOWBROOK HEIGHTS PHASE 5 BLOCK 1, LOT 13; Thence east to the intersection with Leslie Rd; Thence south along Leslie Rd to the northeast corner of Section 2 Township 8 Range 28 Quarter NE: Plat MEADOW PARKE ESTATES, BLOCK 4, LOT 13; Thence west to the east boundary of BRECKENRIDGE PHASE 3 BLOCK 1 LOT 6; Thence south to the southeast corner of BRECKENRIDGE PHASE 3 BLOCK 1 LOT 9; Thence southwest along boundary to Lorayne J Blvd; Thence southeasterly along Lorayne J Blvd to the intersection with the west boundary of Section 1 Township 8 Range 28; Thence south along said boundary to the intersection with railroad; Thence northeasterly along railroad to the east boundary of Section 1 Township 8 Range 28; Thence North along said boundary to the northeast corner of Section 1 Township 8 Range 28; Thence west along said boundary to the point of beginning.

El Rancho: Beginning at the intersection of the north boundary of Section 5, Township 8 North, Range 28 EWM and Interstate 82: Thence Southeasterly along said interstate to it's intersection with Badger Rd: Thence northeast along said road to it's intersection with Leslie Rd: Thence northeasterly along said Leslie Rd to it's intersection with Reata Rd: Thence northwesterly along said Reata Rd to it's intersection with Kennewick Irrigation Districts East Badger Lateral, which is also the westerly corporate city limits boundary of the City of Richland: Thence Northwesterly along said city limits to it's intersection with the North boundary of Section 2, Township 8 North, Range 28 EWM: Thence West to the point of beginning.

Badger: Beginning at the intersection of Interstate 82 and the North boundary of Section 13, Township 8 North, Range 28 EWM: Thence northwesterly along Interstate 82 to it's intersection with the boundary of Clodfelter Rd: Thence southerly along said road to the north boundary of Section 24, Township 8 North, Range 28 EWM: Thence west to the Northwest corner of said section: Thence South along said Section to it's intersection with Coyote Canyon: Thence along said Canyon to it's intersection with Locust Grove Rd: Thence westerly along said Rd to it's intersection with C. Williams Rd: Thence Southerly along said road to it's intersection with Root Rd: Thence westerly along said road to it's intersection with the Northwest quarter of Section 4, Township 7 North, Range 28 EWM: Thence South to the Southwest corner of Section 21, Township 7 North, Range 28 EWM: Thence East to the Northwest corner of Section 26, Township 7 North, Range 28 EWM: Thence Southeasterly along an unnamed road to a point where the road branches off to the East, approximate location being the South half of said section: Thence easterly along said unnamed road to a point on the north boundary of the South half of Section 25, Township 7 North, Range 28 EWM: Thence easterly along said boundary to it's intersection with Beck Road: Thence easterly along Beck road to it's intersection with Interstate 82: Thence northerly along said Interstate to Bateman Rd: Thence East and South along Bateman road to it's intersection with Owens Rd: Thence Southerly along Owens Road to it's intersection with a gully: Thence northerly along said gully to it's intersection with the North boundary of Section 7, Township 7 North, Range 30 EWM: Thence East along said boundary to the Northeast corner of said section: Thence north to an intersection with a gully branching to the Northeast: Thence Northeasterly along said gully to the North boundary of Section 5, Township 7 North, Range 30 EWM : Thence west to the Southwest corner of Section 36, Township 8 North, Range 29 EWM: Thence North to the Northeast corner of the Southeast quarter of Section 23, Township 8 North, Range 29 EWM: said point also being the South boundary of the incorporated City limits of the City of Kennewick: Thence Westerly along said city limits to it's intersection with US route 395: Thence Southerly along said 395 to it's intersection with Interstate 82: Thence northwesterly along said interstate to the point of beginning.

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

RECEIVED

VENDOR #:

FUND: HUMAN SERVICES #0108-101

IRS PUB 1542

SEP 21 2009

NAME: Carrie Huie - Pascoe

MONTH: June 2009

Under www.IRS.GOV
BENTON COUNTY
1542

ADDRESS: 7207 W. Deschutes

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

MEALS				RECEIPTS REQUIRED			PURPOSE & LOCATION REQUIRED			
DATE	BREAKFAST	LUNCH	DINNER	TRANSPORT (AIR/TAXI)	CAR RENTAL	PARKING	REGISTRATION FEES/OTHER	TRAVEL MILEAGE	PURPOSE	LOCATION
6/1/09								62.	Benton Co. Commissioners	Prosser
6/2/09								4	GOBH Committee mtg.	Kenn.
6/3/09								21	Franklin Co. Commissioners	Pasco
6/4/09								4	GOBH Board Mtg.	Kenn.
6/12/09								458	State MHD Committee mtg	SeaTac
6/16/09								7	Planning Mtg.	Kenn.
6/17/09	15.00							-	WA Behavioral Health Conf.	Vancouver
6/18/09	22.00							-	WA " "	"
6/22/09								16	CIT Training @ KPD	Kenn.
6/30/09								4	GOBH Spec. Bd. Mtg	Kenn
6/30/09								5	MH Workshop mtg.	Kenn.

Miles: 581 @ .65/mile (effective 1/1/09)

SUBTOTALS: Meals \$ 37.00 Lodging \$ Rental \$ Other \$

TOTAL REIMBURSEMENT REQUEST: \$ 319.55

CERTIFICATION

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

Signature of Employee: *Carrie Huie Pascoe*

Job Title: *Human Services Director*

Approval: _____ Date: _____

BUDGET CODING		
DEPT	BASE SUB	OBJECT
560	50.110	4301
		356.55

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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: BC 09-28-09 FC 10-05-09		
SUBJECT: Truancy Contract for Kiona-Benton 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 Kiona-Benton 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

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

RECOMMENDATION

We recommend that the Boards of County Commissioners authorize their Chairs to sign the Fee for Service Contract with the Kiona-Benton 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 Kiona-Benton 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 KIONA-BENTON 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 Kiona-Benton School District, in the amount of \$2,130.00 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 28th day of September 2009.

DATED this 5th day of October 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kiona-Benton School District, with its principal offices at 1107 Grace, Benton City, WA, 99320, (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: **Mr. Rom Castilleja**
Superintendent
Kiona-Benton School District
1107 Grace
Benton City WA 99320
Phone: (509) 588-2000
Fax: (509) 588-5580
E-mail: rcastil@kibesd.org
- B. For Counties: **Sharon Paradis**
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 736-274
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 Two Thousand One Hundred Thirty Dollars (\$2,130.00) to be paid in quarterly installments of Five Hundred Thirty-Two Dollars and Fifty Cents (\$532.50) each, for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Two Thousand One Hundred Thirty Dollars (\$2,130.00).
- 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 parties, 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.

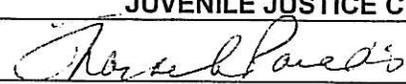
18. ENTIRE AGREEMENT

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:

KIONA-BENTON SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 <u>9/13/09</u> Date	 <u>7/15/09</u> Date
Rom Castilleja Superintendent	Sharon A. Paradis Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  <u>7/16/09</u> Date	Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Max E. Benitz, Jr.</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

AGENDA ITEM: Consent	<u>TYPE OF ACTION NEEDED</u> Executive Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u> X </u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 09-28-09 F/C 10-05-09		
SUBJECT: Requesting Signature on JABG Contract Amendment for SAP Selective Aggressive Probation Program for 2009 - 2010		
Prepared By: Donna A Lee		
Reviewed By: Sharon A Paradis		

BACKGROUND INFORMATION

The JABG (Juvenile Accountability Block Grant) Budget, which was established and supplemented on May 24, 1999, to initiate the Selective Aggressive Probation (SAP) Program, is a multi-agency, multi-jurisdictional strategy identifying violent, serious, repeat juvenile offenders and bringing together law enforcement agencies in Kennewick, Pasco, Richland, Benton and Franklin Counties, West Richland, Benton City, Prosser, Connell, Kahlotus, and Mesa, to collectively administer accountability-based probation for the high risk, violent, repeat juvenile offenders in the Tri-Cities area.

SUMMARY

The County Program Agreement has been received, for the term of September 1, 2009 to August 31, 2010 and provides services to Benton and Franklin Counties.

RECOMMENDATION

I recommend the Boards of County Commissioners authorize their Chairs to sign the County Program Contract Amendment (JABG), as attached.

FISCAL IMPACT

This is a grant whereby we are reimbursed for services

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and hereby authorized to sign, on behalf of their respective county the County Program Contract Amendment 0663-98393-03 between DSHS and the Benton-Franklin Juvenile Justice Center for services in the JABG/SAP program (Selective Aggressive Probation) for the program year of September 1, 2009 through August 31, 2010.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE COUNTY PROGRAM CONTRACT AMENDMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION, AGREEMENT NUMBER 0663-98393-03 TO PROVIDE FOR SELECTIVE AGGRESSIVE PROBATION (SAP) THROUGH THE JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG), and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed County Program Contract Amendment, between the Juvenile Court and the State of Washington, Department of Social and Health Services, Juvenile Rehabilitation Administration, be approved as presented for a term commencing September 1, 2009, and terminating on August 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 County Program Contract Amendment.

DATED this 28th day of September 2009.

DATED this 5th day of October 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board



CONTRACT AMENDMENT JABG FFY09

DSHS CONTRACT NUMBER:
0663-98393

Amendment No. 0663-98393-03

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

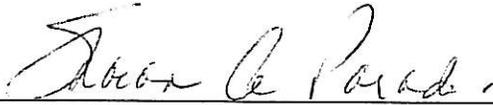
Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 5606 W. Canal Place, Ste. 106 Kennewick, WA 99336		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Sharon Paradis	CONTRACTOR TELEPHONE (509) 736-2722 Ext:	CONTRACTOR FAX (509) 222-2311	CONTRACTOR E-MAIL ADDRESS sharon.paradis@co.benton.wa.us
DSHS ADMINISTRATION Juvenile Rehabilitation	DSHS DIVISION Division of Operations Support Services	DSHS CONTRACT CODE 5002CS-63	
DSHS CONTACT NAME AND TITLE Randy Sparks Capital Facilities Budget Administrator		DSHS CONTACT ADDRESS P.O. Box 45720 Olympia, WA 98504-5720	
DSHS CONTACT TELEPHONE (360) 902-8099 Ext:	DSHS CONTACT FAX (360) 902-8108	DSHS CONTACT E-MAIL ADDRESS sparkra@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBERS 16.523	
AMENDMENT START DATE 9/1/2009	CONTRACT END DATE 8/31/2010		
PRIOR MAXIMUM CONTRACT AMOUNT \$33,657.00	AMOUNT OF INCREASE OR DECREASE \$12,565.00	TOTAL MAXIMUM CONTRACT AMOUNT \$46,222.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT OTHER: SEE PAGE TWO			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit F: FFY09-JABG County Budget; Exhibit G: FFY09-JABG Annual Data Report			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE <i>*see attached signature page*</i>	PRINTED NAME AND TITLE		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Del Hontanosas Grants & Contracts Manager		DATE SIGNED

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



9/18/09

Sharon A. Paradis, Juvenile Court Administrator

BENTON COUNTY APPROVAL

Approved as to Form:

 9/14/09

Sarah Perry, Deputy Prosecuting Attorney Date

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Agreed Review Performed by Benton County

Ryan Verhulp, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Max E. Benitz
Title: Chairman, Board of Commissioners
Date: _____
Attest:

By: _____
Name: Rick Miller
Title: Chairman, Board of Commissioners
Date: _____
Attest:

Clerk of the Board: _____

Clerk of the Board: _____

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

The purpose of this amendment is to award the Federal Fiscal Year (FFY) 2009 JABG Grant.

1. Due to an increase in JABG funding for FFY09, the Contractor shall complete the JRA provided "FFY09 – JABG County Budget", attached as Exhibit F and incorporated herein by reference. The Contractor shall submit the completed Budget to the JRA Program Administrator identified on page one of this Agreement prior to their first billing under the FFY 2009 JABG grant.
2. All references to "Exhibit C - Approved Budget Summary" and "Exhibit D – Approved Budget Detail" is deleted and replaced with "Exhibit F - FFY09 – JABG County Budget".
3. In Section #6. Acknowledgement of Assistance, delete "Award No. 2005-JB-FX-0037" and replace with "Award No. 2009-50589-WA-JB".
4. In Section #20. Reports, as amended by Contract Amendment JABG FFY07, add item (g):

"The Contractor shall complete the JRA provided "FFY09 - JABG Annual Data Report", attached as Exhibit G and incorporated herein by reference, and submit to the JABG Program Administrator identified on page one of this Agreement no later than **May 15, 2010.**"

5. In Exhibit A – Statement of Work, #4. Contract Project Dates, is amended as follows:

The project start date is September 1, 2009, with an estimated duration of 12 months, ending on August 31, 2010.

For the new grant period of September 1, 2009 through August 31, 2010, the maximum consideration is only \$12,565 and the match amount is **\$1,396**. No unspent funds from the previous grant period of September 1, 2008 through August 31, 2009 may be carried forward.

The amended total maximum consideration for this contract that includes the past three state fiscal years is \$46,222.

All other terms and conditions of this Contract remain in full force and effect.

FFY09 – JABG COUNTY BUDGET

CONTRACTOR NAME: Benton/Franklin County Juvenile Courts

PROJECT NAME: Selective Aggressive Probation

BUDGET CATEGORIES		SOURCE OF FUNDS		
				%
PERSONNEL AND BENEFITS	13,961.00	JABG ALLOCATION	12,565.00	90%
CONTRACTUAL SERVICES	0.00	CASH MATCH	1,396.00	10%
TRAVEL	0.00			
SUPPLIES	0.00			
EQUIPMENT	0.00			
OTHER GOODS AND SERVICES	0.00			
CONSTRUCTION	0.00			
TOTAL DIRECT COSTS	13,961.00			
ADMINISTRATIVE COSTS	0.00			
TOTAL PROGRAM COST	13,961.00	TOTAL PROGRAM FUNDS	13,961.00	100%

CONTRACTOR'S FINANCIAL OFFICER	
NAME:	Jennifer Bowe
ADDRESS:	5606 W Canal Place, Suite 106
CITY:	Kennewick, WA 99336-1388
PHONE NUMBER:	509/736-2721
FAX	509/736-2728
E-MAIL	

Juvenile Accountability Block Grant
APPROVED BUDGET DETAIL

21. BUDGET DETAILS: CONTRACTUAL SERVICES

The following types of personal services may be contracted:

- EVALUATION/RESEARCH
- LEGAL
- ACCOUNTING
- MEDICAL AND HEALTH SERVICES
- AUDITING
- SOCIAL SERVICES
- DATA PROCESSING

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			0

JUSTIFICATION AND EXPLANATION

Justify all personal services contracts related to the Juvenile Crime Enforcement Plan. Include the method of selecting contractors.
All costs incurred will be considered an in-kind match and will not be reported to this grant.

Juvenile Accountability Block Grant
APPROVED BUDGET DETAIL

21. BUDGET DETAILS: SUPPLIES

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

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

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

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

Under ITEMIZED LISTING enter the description of the item. Under UNIT enter the unit used to determine the cost for the item. Under UNIT COST enter the cost per unit. For ITEM TOTAL enter the total cost for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			0

JUSTIFICATION AND EXPLANATION

Justify supplies in terms of the Juvenile Crime Enforcement Plan.

All costs incurred will be considered an in-kind match and will not be reported to this grant.

Juvenile Accountability Block Grant
 APPROVED BUDGET DETAIL

21. BUDGET DETAILS: EQUIPMENT

This category is for non-expendable outlays that result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category.

MACHINERY AND EQUIPMENT: For example, communications equipment (typewriter, microcomputer), janitorial, laboratory, office furniture and equipment, heavy-duty work equipment, and other machinery and equipment. Some equipment purchases may require prior federal approval.

NOTE: Exclude small tools.

In the first column, ITEMIZED LISTING, enter the words describing the cost item. In the second column, enter the unit used to determine the cost for the item. In the third column, enter the unit cost. In the fourth column, enter the total cost for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION

Justify all items of non-expendable property budgeted under the Capital Outlay as essential to achieve the Juvenile Crime Enforcement Plan. The methods of estimating or calculating costs must be given; e.g., "price quoted for microcomputer is the lowest of three competitive bids obtained."

Juvenile Accountability Block Grant
 APPROVED BUDGET DETAIL

21. BUDGET DETAILS: CONSTRUCTION			
In the first column, <u>ITEMIZED LISTING</u> , enter the words describing the cost item. In the second column, enter the unit used to determine the cost for the item. In the third column, enter the unit cost. In the fourth column, enter the total cost for the item during the project period.			
ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			

JUSTIFICATION AND EXPLANATION
 Justify construction in terms of the Juvenile Crime Enforcement Plan.

Juvenile Accountability Block Grant
 APPROVED BUDGET DETAIL

21. BUDGET DETAILS: OTHER GOODS AND SERVICES			
This category is for goods and services not described in the previous budget categories.			
ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			0

JUSTIFICATION AND EXPLANATION
 All costs incurred will be considered an in-kind match and will not be reported to this grant.

Juvenile Accountability Block Grant
 APPROVED BUDGET DETAIL

21. BUDGET DETAILS: ADMINISTRATIVE COSTS

This category is for indirect costs of administering the grant program and services.

Under ITEMIZED LISTING enter the word or words that describe the cost item (i.e., postage). Under UNIT enter the unit used to determine the cost for the item (i.e., square feet, mile, etc.). Enter the unit costs in the third column. In the fourth column enter the total costs for the item during the project period.

ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			0

JUSTIFICATION AND EXPLANATION

Justify administrative costs in terms of the Juvenile Crime Enforcement Plan. Include the method used to calculate the cost of each item.

We have chosen to apply all available funds to the Direct Program costs. Therefore, all administrative costs incurred will be considered in-kind-courtesy match and will not be reported to this grant.

FFY09 - JABG Annual Data Report

Reporting Period: April 1, 2009 – March 31, 2010

JRA is required to report statistics each year on the JABG Grant. Please complete this data collection form to the extent possible for the reporting period referenced above. **Please mail, e-mail or fax this completed document to Randy Sparks at sparkra@dshs.wa.gov or (360) 902-8108 by May 15, 2010.**

Instructions:

A. Target Population for this Subgrant

Please check the appropriate boxes to indicate for this subgrant:

1. The population actually served during the reporting period; and
2. The populations, if any, to which the program offers targeted services.

Targeted services include any services or approaches specifically designed to meet the needs of the population (e.g., gender specific, culturally based, developmentally appropriate services).

B. Output/Outcome Performance Measures for this Subgrant

Please enter the appropriate value in each of the Reporting Format categories (e.g., A & B) and the percentage (C) will auto calculate for this subgrant.

A. Target Population for this Subgrant

	Population	1. Did you <u>actually serve</u> any of the following groups during the reporting period?	2. Did you <u>offer targeted</u> services for any of the following groups during the reporting period?
E T H N I C I T Y	American Indian/Alaskan Native	<input type="checkbox"/>	<input type="checkbox"/>
	Asian	<input type="checkbox"/>	<input type="checkbox"/>
	Black/African American	<input type="checkbox"/>	<input type="checkbox"/>
	Hispanic or Latino (of any race)	<input type="checkbox"/>	<input type="checkbox"/>
	Native Hawaiian and Other Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>
	Other Race	<input type="checkbox"/>	<input type="checkbox"/>
	White/Caucasian	<input type="checkbox"/>	<input type="checkbox"/>
	Youth population not directly served	<input type="checkbox"/>	<input type="checkbox"/>
J U S T I C E	At-Risk Population (no prior offense)	<input type="checkbox"/>	<input type="checkbox"/>
	First Time Offenders	<input type="checkbox"/>	<input type="checkbox"/>
	Repeat Offenders	<input type="checkbox"/>	<input type="checkbox"/>
	Sex Offenders	<input type="checkbox"/>	<input type="checkbox"/>
	Status Offenders	<input type="checkbox"/>	<input type="checkbox"/>
	Violent Offenders	<input type="checkbox"/>	<input type="checkbox"/>
	Youth population not directly served	<input type="checkbox"/>	<input type="checkbox"/>
G E N D E R	Male	<input type="checkbox"/>	<input type="checkbox"/>
	Female	<input type="checkbox"/>	<input type="checkbox"/>
	Youth population not directly served	<input type="checkbox"/>	<input type="checkbox"/>
A G E	Under 11	<input type="checkbox"/>	<input type="checkbox"/>
	12 – 13	<input type="checkbox"/>	<input type="checkbox"/>
	14 – 15	<input type="checkbox"/>	<input type="checkbox"/>
	16 – 17	<input type="checkbox"/>	<input type="checkbox"/>
	18 and over	<input type="checkbox"/>	<input type="checkbox"/>
	Youth population not directly served	<input type="checkbox"/>	<input type="checkbox"/>
G E O	Rural	<input type="checkbox"/>	<input type="checkbox"/>
	Suburban	<input type="checkbox"/>	<input type="checkbox"/>
	Tribal	<input type="checkbox"/>	<input type="checkbox"/>
	Urban	<input type="checkbox"/>	<input type="checkbox"/>
	Youth population not directly served	<input type="checkbox"/>	<input type="checkbox"/>
O T H E R	Mental Health	<input type="checkbox"/>	<input type="checkbox"/>
	Pregnant	<input type="checkbox"/>	<input type="checkbox"/>
	Substance Abuse	<input type="checkbox"/>	<input type="checkbox"/>
	Truant/Dropout	<input type="checkbox"/>	<input type="checkbox"/>

B. Output/Outcome Performance Measures for this Subgrant

**PA 11: Accountability-Based Programs
(Mandatory Indicators are Bolded)**

Indicator Number	Indicator Name	Description	Reporting Formula	Value	Reporting Term
1	Number and percent of eligible youth served using graduated sanctions approaches	An unduplicated count of the number of youth served using a graduated sanctions approach by the program during the reporting period. Definition of the number of youth served for a reporting period is the number of program youth served during any part of the reporting period using a graduated sanctions approach. To calculate the percentage, divide the number above by the total number of youth served during the reporting period. Program records are the preferred data source.	A Number of youth admitted to graduated sanctions program B Number of youth admitted into any grantee program C Percent A/B		Output
1	Number and percent of program youth completing program requirements	The number and percent of program youth who have successfully fulfilled all program obligations and requirements. Program obligations will vary by program, but should be a predefined list of requirements or obligations that clients must meet prior to program completion. Program records are the preferred data source. The total number of youth include those who exited successfully or unsuccessfully.	A Number of program youth who exited the program having completed program requirements B Number of youth who left the program C Percent A/B		Short Term Outcome
13	Number and percent of program youth who reoffend	The number and percent of program youth who were rearrested or seen at juvenile court for a new delinquent offense. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. (Short term if it occurs during or by the end of the program year. Long term if it occurs 6 months to 1 year after program completion/or program enters maintenance phase).	A Number of youth with a new offense B Number of youth in the program C Percent A/B		Short Term Outcome
14	Number and percent of program youth who reoffend	The number and percent of program youth who were rearrested or seen at juvenile court for a new delinquent offense. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. (Short term if it occurs during or by the end of the program year. Long term if it occurs 6 months to 1 year after program completion/or program enters maintenance phase).	A Number of youth with a new offense B Number of youth in the program C Percent A/B		Long Term Outcome

#	Quality Outcome Measure	Definition	Reporting Format	Value	Reporting Term
15a	Substance use	The number and percent of program youth who have exhibited a decrease in substance use during the reporting period. Self-report or staff rating are most likely data sources.	<p>A Number of program youth participating in the program who have exhibited indicated change in behavior</p> <p>B Number of youth served during the reporting period</p> <p>C A/B</p>		Short Term Outcome
15l	Antisocial behavior	The number and percent of youth who have exhibited a decrease in antisocial behavior during the reporting period. Self-report or staff ratings are the preferred data source.	<p>A Number of program youth with the noted behavioral change during the reporting period</p> <p>B Number of youth in program during the reporting period</p> <p>C A/B</p>		Short Term Outcome

RESOLUTION

e

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY RYAN SWINBURNSON, #BCDC0710RMS002, ADDING 40 MISDEMEANOR CASES TO THE SCOPE OF THE CONTRACT.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Ryan Swinburnson, designated BCDC0710RMS002 currently only includes felonies filed in District Court, and 72 hour holds, in the scope of services;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket of Benton County District Court significantly exceeds the available capacity;

WHEREAS, attorney Ryan Swinburnson is willing to accept 40 misdemeanor case assignments in Benton County District Court during calendar year 2009 to alleviate the capacity problem;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of 30 additional cases to attorney Stacey McKinley so as to reduce the capacity shortfall on the Richland docket, and it is further in Benton County's best interests to compensate attorney Stacey McKinley at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810RMS002A, increasing the maximum caseload cap of Contract BCDC0810AMM002 by 30 case equivalents to 390 case equivalents total, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0710RMS002**

Between

**Benton County and Ryan M Swinburnson
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Ryan Swinburnson was contracted to provide pursuant to the underlying agreement;

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraph 7 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

1. A new bullet point, containing the following language, shall be added at the end of the existing bullet points contained within section 5 "Case Appointments":

"For the period of time starting from September 10, 2009 until December 31, 2009 only, Attorney shall also accept appointments for any misdemeanor filed or otherwise pending in Benton County District Court."

2. The following language shall be added at the end of the currently existing section 7 "Number of Appointments":

"Furthermore, for the period of time starting from September 10, 2009 until December 31, 2009 only, Attorney shall accept up to forty (40) appointments to represent indigent persons charged with misdemeanor offenses in Benton County District Court. These forty appointments shall be in addition to any other appointments otherwise provided for in this agreement."

3. The following language shall be added at the end of the currently existing section 12 "Monthly Compensation" in the form of a new paragraph:

"Furthermore, for the period of time starting from September 10, 2009 until December 31, 2009 only, Attorney shall be additionally compensated at the rate of \$161 per case as a flat fee for any appointment made under the provisions requiring Attorney to accept up to forty (40) appointments on misdemeanor cases. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of

compensation shall then be processed as if it were an out-of-pocket expense as described in section 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier:
BCDC00710RMS002A

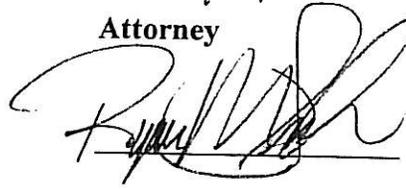
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

Date: _____

Date: 9/17/09

Benton County

Attorney

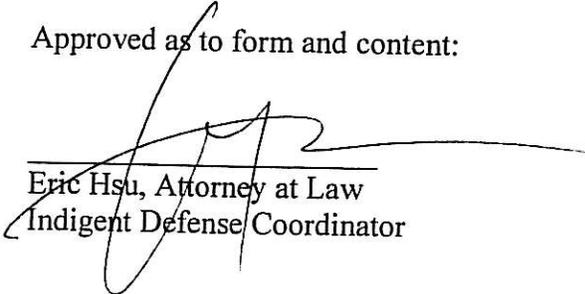


Chairman

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

f

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY CATHERINE E HARKINS, #BCDC0710CEH002, ADDING 40 MISDEMEANOR CASES TO THE SCOPE OF THE CONTRACT.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Catherin E Harkins, designated BCDC0710CEH002 currently only includes felonies filed in District Court, and 72 hour holds, in the scope of services;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket of Benton County District Court, in the way of indigent defense representation on misdemeanor cases significantly exceeds the available capacity;

WHEREAS, attorney Catherine E Harkins is willing to accept 40 misdemeanor case assignments in Benton County District Court during calendar year 2009 to alleviate the capacity problem;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of 40 additional cases to attorney Catherine E Harkins so as to reduce the capacity shortfall in the Kennewick Docket of Benton County District Court, and it is further in Benton County's best interests to compensate attorney Catherine E Harkins at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810CEH002A, increasing the maximum caseload cap of Contract BCDC0710CEH002 by 40 misdemeanor case equivalents be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0710CEH002**

Between

**Benton County and Catherine E Harkins
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Catherine Harkins was contracted to provide pursuant to the underlying agreement;

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraph 7 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

1. A new bullet point, containing the following language, shall be added at the end of the existing bullet points contained within section 5 "Case Appointments":

"For the period of time starting from September 10, 2009 until December 31, 2009 only, Attorney shall also accept appointments for any misdemeanor filed or otherwise pending in Benton County District Court."

2. The following language shall be added at the end of the currently existing section 7 "Number of Appointments":

"Furthermore, for the period of time starting from September 10, 2009 until December 31, 2009 only, Attorney shall accept up to forty (40) appointments to represent indigent persons charged with misdemeanor offenses in Benton County District Court. These forty appointments shall be in addition to any other appointments otherwise provided for in this agreement."

3. The following language shall be added at the end of the currently existing section 12 "Monthly Compensation" in the form of a new paragraph:

"Furthermore, for the period of time starting from September 10, 2009 until December 31, 2009 only, Attorney shall be additionally compensated at the rate of \$161 per case as a flat fee for any appointment made under the provisions requiring Attorney to accept up to forty (40) appointments on misdemeanor cases. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of

compensation shall then be processed as if it were an out-of-pocket expense as described in section 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier:
BCDC00710CEH002A

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

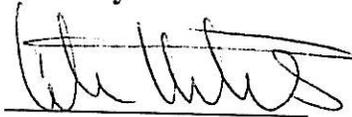
Date: _____

Date: 9-15-09

Benton County

Attorney

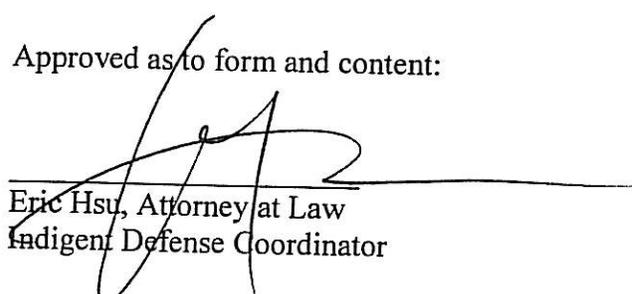
Chairman



Commissioner

Commissioner

Approved as to form and content:


Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY DAWN E HICKMAN INCREASING THE MAXIMUM CASE APPOINTMENT CAP TO 390 CASE EQUIVALENTS.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Dawn E Hickman, designated with the identifier BCDC0810DEH002, establishes a maximum caseload cap of 360 case equivalents;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket, to which Attorney Dawn E Hickman is currently assigned exceeds the available capacity;

WHEREAS, attorney Dawn E Hickman is willing to accept up to 30 additional cases during calendar year 2009, which would increase the number of cases assigned to her during calendar year 2009 to 390 total case equivalents;

WHEREAS, an increase in the case load cap applicable to attorney Dawn E Hickman's contract to 390 case equivalents would still be in compliance with caseload standards contained in the Washington State Bar Association's Standards for Indigent Defense;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of up to 30 additional cases to attorney Dawn E Hickman so as to reduce the capacity shortfall on the Kennewick docket, and it is further in Benton County's best interests to compensate attorney Dawn E Hickman at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810DEH002A, increasing the maximum caseload cap of Contract BCDC0810DEH002 by 30 case equivalents to 390 case equivalents total, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0810DEH002
Between
Benton County and Dawn E Hickman
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Dawn E Hickman ("Attorney") was contracted to provide pursuant to Professional Services Agreement #BCDC0810DEH002 ("underlying agreement");

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraphs 7 and 12 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

A new sub-paragraph, titled "12(e)" shall be added to the agreement and shall contain the following language:

"For calendar year 2009, Attorney shall accept up to thirty (30) additional case equivalent assignments in Benton County District Court above and beyond the maximum case equivalent assignments stated above in paragraph 12(a) for a total of up to 390 case equivalents assigned and accepted for calendar year 2009. For each of these additional case equivalent assignments, Attorney shall be compensated at the flat rate of \$161. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in paragraph 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier: BCDC0810DEH002A

****Signatures on following page****

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

Date: _____

Date: 9/17/09

Benton County

Attorney

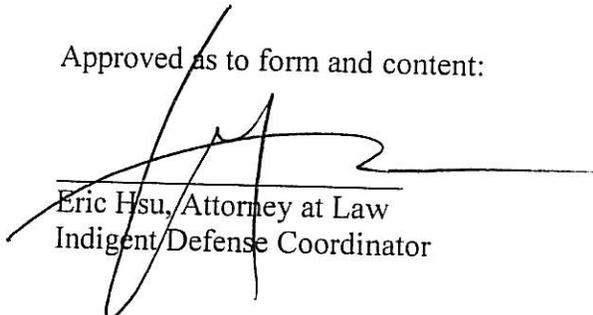
Chairman



Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

h

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY MARY S POLAND INCREASING THE MAXIMUM CASE APPOINTMENT CAP TO 390 CASE EQUIVALENTS.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Mary S Poland, designated with the identifier BCDC0810MSP002, establishes a maximum caseload cap of 360 case equivalents;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket, to which Attorney Mary S Poland is currently assigned exceeds the available capacity;

WHEREAS, attorney Mary S Poland is willing to accept up to 30 additional cases during calendar year 2009, which would increase the number of cases assigned to her during calendar year 2009 to 390 total case equivalents;

WHEREAS, an increase in the case load cap applicable to attorney Mary S Poland's contract to 390 case equivalents would still be in compliance with caseload standards contained in the Washington State Bar Association's Standards for Indigent Defense;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of up to 30 additional cases to attorney Mary S Poland so as to reduce the capacity shortfall on the Kennewick docket, and it is further in Benton County's best interests to compensate attorney Mary S Poland at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810MSP002, increasing the maximum caseload cap of Contract BCDC0810MSP002 by 30 case equivalents to 390 case equivalents total, be executed as presented. "

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0810MSP002
Between
Benton County and Mary S Poland
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Mary S Poland ("Attorney") was contract to provide pursuant to Professional Services Agreement #BCDC0810MSP002 ("underlying agreement");

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraphs 7 and 12 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

A new sub-paragraph, titled "12(e)" shall be added to the agreement and shall contain the following language:

"For calendar year 2009, Attorney shall accept up to thirty (30) additional case equivalent assignments in Benton County District Court above and beyond the maximum case equivalent assignments stated above in paragraph 12(a) for a total of up to 390 case equivalents assigned and accepted for calendar year 2009. For each of these additional case equivalent assignments, Attorney shall be compensated at the flat rate of \$161. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in paragraph 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier: BCDC0810MSP002A

****Signatures on following page****

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

Date: _____

Date: 9/17/2024

Benton County

Attorney

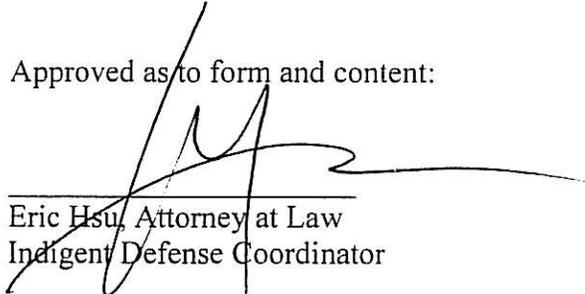
Chairman

(Mary Holland)

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY BRIAN J ANDERSON INCREASING THE MAXIMUM CASE APPOINTMENT CAP TO 390 CASE EQUIVALENTS.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Brian J Anderson, designated with the identifier BCDC0810BJA002, establishes a maximum caseload cap of 360 case equivalents;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Richland docket, to which Attorney Brian J Anderson is currently assigned exceeds the available capacity;

WHEREAS, attorney Brian J Anderson is willing to accept up to 30 additional cases during calendar year 2009, which would increase the number of cases assigned to him during calendar year 2009 to 390 total case equivalents;

WHEREAS, an increase in the case load cap applicable to attorney Brian J Anderson's contract to 390 case equivalents would still be in compliance with caseload standards contained in the Washington State Bar Association's Standards for Indigent Defense;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of up to 30 additional cases to attorney Brian J Anderson so as to reduce the capacity shortfall on the Richland docket, and it is further in Benton County's best interests to compensate attorney Brian J Anderson at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810BJA002A, increasing the maximum caseload cap of Contract BCDC0810BJA002 by 30 case equivalents to 390 case equivalents total, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0810BJA002**

Between

**Benton County and Brian J. Anderson
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Brian Anderson ("Attorney") was contracted to provide pursuant to Professional Services Agreement #BCDC0810BJA002 ("underlying agreement");

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraphs 7 and 12 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

A new sub-paragraph, titled "12(e)" shall be added to the agreement and shall contain the following language:

"For calendar year 2009, Attorney shall accept up to thirty (30) additional case equivalent assignments in Benton County District Court above and beyond the maximum case equivalent assignments stated above in paragraph 12(a) for a total of up to 390 case equivalents assigned and accepted for calendar year 2009. For each of these additional case equivalent assignments, Attorney shall be compensated at the flat rate of \$161. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in paragraph 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier: BCDC0810BJA002A

****Signatures on following page****

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

Date: _____

Date: _____

Benton County

Attorney

 # 39061

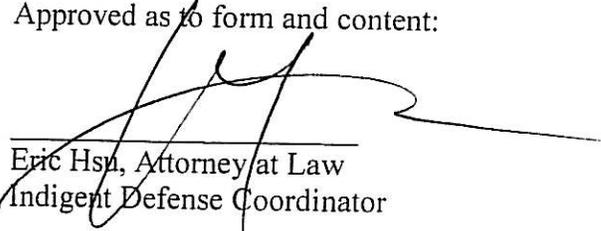
Chairman

Brian Andersen

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY JASON A CELSKI INCREASING THE MAXIMUM CASE APPOINTMENT CAP TO 390 CASE EQUIVALENTS.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Jason A Celski, designated with the identifier BCDC0810JAC002, establishes a maximum caseload cap of 360 case equivalents;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket, to which Attorney Jason A Celski is currently assigned exceeds the available capacity;

WHEREAS, attorney Jason A Celski is willing to accept up to 30 additional cases during calendar year 2009, which would increase the number of cases assigned to him during calendar year 2009 to 390 total case equivalents;

WHEREAS, an increase in the case load cap applicable to attorney Jason A Celski's contract to 390 case equivalents would still be in compliance with caseload standards contained in the Washington State Bar Association's Standards for Indigent Defense;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of up to 30 additional cases to attorney Jason A Celski so as to reduce the capacity shortfall on the Kennewick docket, and it is further in Benton County's best interests to compensate attorney Jason A Celski at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810JAC002A, increasing the maximum caseload cap of Contract BCDC0810JAC002 by 30 case equivalents to 390 case equivalents total, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

cc: Original - OPD, Jason Celski
Copy - R. Ozuna, Auditor, District Court

**Amendment to Professional Services Agreement
#BCDC0810JAC002
Between
Benton County and Jason A Celski
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Jason A Celski ("Attorney") was contract to provide pursuant to Professional Services Agreement #BCDC0810JAC002 ("underlying agreement");

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraphs 7 and 12 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

A new sub-paragraph, titled "12(e)" shall be added to the agreement and shall contain the following language:

"For calendar year 2009, Attorney shall accept thirty (30) additional case equivalent assignments in Benton County District Court above and beyond the maximum case equivalent assignments stated above in paragraph 12(a) for a total of 390 case equivalents assigned and accepted for calendar year 2009. For each of these additional case equivalent assignments, Attorney shall be compensated at the flat rate of \$161. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in paragraph 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier: BCDC0810JAC002A

****Signatures on following page****

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

Date: _____

Date: _____

Benton County

Attorney

Chairman

Commissioner

Commissioner



37848

Approved as to form and content:

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

K

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT INDIGENT DEFENSE CONTRACT OF ATTORNEY PEYMAN YOUNESI INCREASING THE MAXIMUM CASE APPOINTMENT CAP TO 390 CASE EQUIVALENTS.

WHEREAS, the contract for District Court indigent defense services currently effective between Benton County and attorney Peyman Younesi, designated with the identifier BCDC0810PY002, establishes a maximum caseload cap of 360 case equivalents;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket, to which Attorney Peyman Younesi is currently assigned exceeds the available capacity;

WHEREAS, attorney Peyman Younesi is willing to accept up to 30 additional cases during calendar year 2009, which would increase the number of cases assigned to him during calendar year 2009 to 390 total case equivalents;

WHEREAS, an increase in the case load cap applicable to attorney Peyman Younesi's contract to 390 case equivalents would still be in compliance with caseload standards contained in the Washington State Bar Association's Standards for Indigent Defense;

WHEREAS, it appears to be in Benton County's best interests to facilitate the assignment of up to 30 additional cases to attorney Peyman Younesi so as to reduce the capacity shortfall on the Kennewick docket, and it is further in Benton County's best interests to compensate attorney Peyman Younesi at the rate of \$161.00 per case, that is the equivalent per-case rate for all 2009 District Court contracts;

NOW THEREFORE, BE IT RESOLVED THAT the attached Amendment, designated with the identifier: BCDC0810PY002A, increasing the maximum caseload cap of Contract BCDC0810PY002 by 30 case equivalents to 390 case equivalents total, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**Amendment to Professional Services Agreement
#BCDC0810PY002**

Between

**Benton County and Peyman Younesi
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS County has need for contract indigent defense services above and beyond what Attorney Peyman Younesi ("Attorney") was contracted to provide pursuant to Professional Services Agreement #BCDC0810PY002 ("underlying agreement");

WHEREAS Attorney desires to accept additional case assignments above and beyond the maximum case equivalent assignments stated by paragraphs 7 and 12 of the underlying agreement;

THEREFORE the underlying agreement shall be amended as follows:

A new sub-paragraph, titled "12(e)" shall be added to the agreement and shall contain the following language:

"For calendar year 2009, Attorney shall accept up to thirty (30) additional case equivalent assignments in Benton County District Court above and beyond the maximum case equivalent assignments stated above in paragraph 12(a) for a total of up to 390 case equivalents assigned and accepted for calendar year 2009. For each of these additional case equivalent assignments, Attorney shall be compensated at the flat rate of \$161. In order to claim this additional compensation, Attorney shall, no less frequently than bi-monthly nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing additional case assignments appointed under this Amendment. The payment of compensation shall then be processed as if it were an out-of-pocket expense as described in paragraph 13 "Costs and Expenses."

All remaining provisions in the underlying agreement shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

This amendment shall be designated with the following identifier: BCDC0810PY002A

****Signatures on following page****

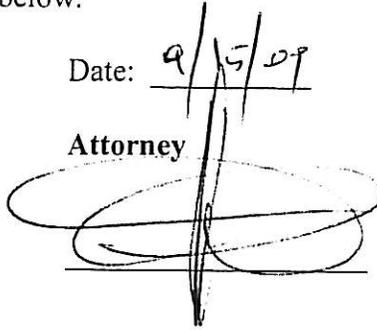
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

Date: _____

Date: 9/5/09

Benton County

Attorney

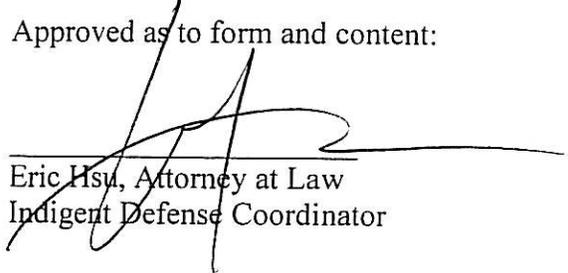
A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is somewhat circular and loops around itself.

Chairman

Commissioner

Commissioner

Approved as to form and content:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is very fluid and loops around itself.

Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES AGREEMENT,
#BCDC0909SAA001 WITH ATTORNEY SHELLEY AJAX TO PROVIDE INDIGENT DEFENSE
SERVICES IN BENTON COUNTY DISTRICT COURT FOR THE LAST FOUR MONTHS OF 2009.

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Richland docket of Benton County District Court substantially exceeds the available capacity;

WHEREAS, based on mid-year caseload analysis and forecasting, the needs of the Kennewick docket of Benton County District Court substantially exceeds the available capacity;

WHEREAS, attorney Shelley Ajax is willing to execute a professional services agreement to provide indigent defense services in both the Richland and Kennewick dockets to assist in covering these shortfalls in capacity;

WHEREAS, attorney Shelley Ajax is a current contract indigent defense attorney for Benton County Superior Court, meets the required criteria for representing defendants in Benton County District Court, and it appears to be in the best interests of Benton County to contract with her for the services described herein;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement designated BCDC0909SAA001, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC0909SAA001**

THIS AGREEMENT is entered into by and between Shelley A Ajax, attorney at law, Washington State Bar Association # 36227 ("Attorney"); and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

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

1. AGREEMENT TERM. This Agreement shall be deemed effective for all purposes as of the execution date stated below, and shall continue thereafter through and including the 31st day of December 2009, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. ATTORNEY'S OFFICE LOCATION.

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 8390 W Gage Blvd., Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are (509) 783-3330 and (509) 783-3334 respectively; and Attorney's current office/work e-mail address is shelley@ajaxlawfirm.com.

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

to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Attorney and persons whom Attorney is appointed to represent under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from represented persons.

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

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

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

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

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

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

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

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is

appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

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

g. In order to qualify to represent indigent defendants in any appeals to Superior Court pursuant to RALJ, Attorney shall verify that he/she meets the standards for such representation as promulgated by the Washington State Bar Association in its Standards for Indigent Defense (Standard 14). Verification shall be in such form as reasonably required by the IDC. Failure to complete such verification will disqualify Attorney from being appointed to RALJ appeals cases.

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

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

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

6. CONTINUED REPRESENTATION.

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empanelled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. However, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as follows:

a) In the case of termination of this Agreement at the election of either party by providing 90 days notice of desire to do so (as provided by Article 17 below), provided that Attorney provides the IDC with accurate documentation of caseload including: case title, case type, case status and next appearance date both contemporaneously with providing such notice of termination (or, if notice is provided by County, within 5 business days of such notice) and 30 days prior to the effective date of such termination, Attorney shall be responsible for providing continued legal representation to clients with cases that remain unresolved as of the effective date of the termination, for no more than 30 days after the effective date of such termination.

b) In the case of expiration of this Agreement according to its terms, if Attorney provides at least 90 days notice of intent not to renew the Agreement and further provides the IDC with accurate documentation of caseload including: case title, case type, case status and next appearance date both contemporaneously with providing such notice of non renewal, and 30 days prior to the effective date of such termination, then Attorney's responsibility for providing continued legal representation shall be the same as provided in paragraph "a)" of this Article.

c) In the case of expiration of this Agreement according to its terms, if Attorney provides less than 90 days notice of intent not to renew the Agreement, then the Attorney's responsibility to provide continuing legal representation to clients with cases that remain unresolved as of the effective date of the termination shall be for a period of time equivalent to 30 days plus the number of days corresponding to the difference between 90 days notice and the actual number of days notice. By way of illustration, if only 30 days notice was provided, then Attorney shall be responsible for providing continued legal representation for: 30 days + (90 days - 30 days = 60 days) for a total number of days of 90.

d) In the case of either expiration or termination of this agreement, if the report of caseload provided by Attorney pursuant to subsections "a)" or "b)" of this article omit any cases, then Attorney shall continue to be responsible for providing continuing legal representation on such cases until the earlier of: 1) resolution of the case; or 2) 30 days from the date when the existence of such omitted cases is brought to the attention of the IDC in writing.

7. NUMBER OF APPOINTMENTS. During effective period of this agreement, Attorney shall accept up to one hundred (100) case appointments.

8. CASE EQUIVALENTS.

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

- A misdemeanor appointment shall be counted as one (1) case equivalent.

- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.
 - An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.
 - An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.
 - An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the IDC following consultation.
 - If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the IDC shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation.
 - Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
 - Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.
 - RALJ appeals shall not count as a case equivalent of any sort.
- b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing

representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

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

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly basis, prior to the 15th day of the month, Attorney shall provide such records to the IDC in a format acceptable by the IDC, including an electronic format if required, for all cases assigned for the calendar year up to and including the preceding month.

9. CLIENT ELIGIBILITY. The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Benton County District Court of such possibility for purposes of the District Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Benton County District Court (or its designee) then determines that such person is not

eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County District Court aware of such development for purposes of the District Court taking immediate action to appoint another attorney to assume and undertake legal representation in such case. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

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

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody"

case (i.e., a case in which the person is confined/incarcerated), Attorney shall use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

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

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

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

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

12. COMPENSATION.

a. The sole compensation to which attorney shall be entitled shall be the sum of \$161 per case as a flat fee. In order to claim this compensation,

Attorney shall, no less frequently than bi-monthly, nor more frequently than monthly, file a Claim for Compensation supported by a caseload report listing case assignments appointed under this Agreement. The payment of compensation shall thereafter be processed as if it were an out-of-pocket expense as described in paragraph 13 "Costs and Expenses."

13. COSTS AND EXPENSES.

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

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

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

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

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

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

15. **INSURANCE.** Prior to commencement of services under this Contract, Attorney shall submit to Benton County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Attorney shall maintain at Attorney's sole expense unless otherwise stipulated, the insurance coverages as listed below.

The Attorney shall not commence work under this Contract until the Attorney has obtained all insurance required under this paragraph and such insurance has been approved by the County.

a. Professional Liability Insurance. The Attorney shall secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 each claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Attorney for a minimum of three (3) years following the termination of this Contract, and the Attorney shall annually provide the County with proof of renewal.

b. Commercial General Liability Insurance. The Attorney shall maintain, during the life of the Contract, Commercial General Liability Insurance Policy Form (CG0001) or equivalent to protect the Attorney from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Attorney or by anyone directly employed by or contracting with the Attorney. The minimum Commercial General Liability Insurance limits are as follows:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The Commercial General Liability Insurance policy shall contain an endorsement naming the Benton County, its elected and appointed officials, employees and agents as Additional Insured and an endorsement that specifically states the Attorney's Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

Commercial General Liability Insurance shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Specific wording for Additional Insured shall read:

Benton County, its elected and appointed officials, employees and agents

c. Stop Gap Employer's Liability Insurance. Attorney shall provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

d. Worker's Compensation Insurance. Attorney shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Attorney shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

All Liability coverages, except Professional Liability, shall be written on an Occurrence form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance other than Professional Liability and Workers' Compensation to be maintained by the Attorney shall specifically include Benton County, its elected and appointed officials, employees and agents as "Additional Insured". All insurance shall not be reduced or canceled without thirty (30) days written prior notice to the County. The Attorney's insurance coverage shall be primary insurance to any insurance policies or policies of self-insurance maintained by Benton County.

Sub-Attorneys. Attorney shall include all Sub-Attorneys as Additional Insureds under its policies or shall furnish separate certificates and endorsements for each Sub-Attorney. All coverages for subcontracts shall be subject to all of the requirements stated herein.

Certificates of Liability Insurance are to be provided to the following:

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

16. COMPLAINTS; PERFORMANCE MONITORING. In the event that an employee/representative of the County or the Benton County District Court or the IDC receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving

such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the IDC.

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

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

17. TERMINATION.

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

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

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

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

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

e. If the County decides in its discretion to provide indigent defense representation in Benton County District Court through a County agency (such as an Office of Public Defense or similar entity) that would eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the

County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can mutually coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic or in any way guaranteed.

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

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

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

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

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

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

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

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

appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County District Court.

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

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

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

24. CAPTIONS; TIME COMPUTATION.

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

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

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

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

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

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

29. DISPUTE RESOLUTION.

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

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

or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. NOTICES.

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

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

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

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

Eric Hsu
Indigent Defense Coordinator
Benton-Franklin Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

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

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

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

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

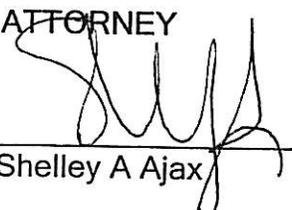
DATE: _____

DATE: 9/17/09

BENTON COUNTY

ATTORNEY

Chairman

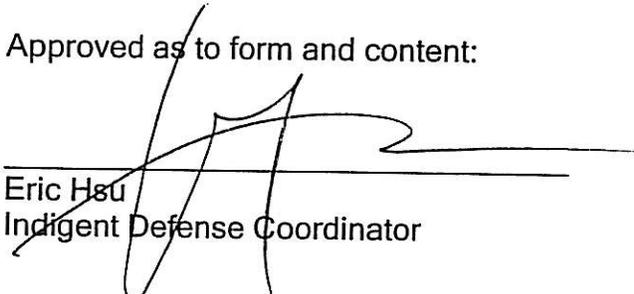


Shelley A Ajax

Commissioner

Commissioner

Approved as to form and content:



Eric Hsu
Indigent Defense Coordinator

RESOLUTION



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

**IN THE MATTER OF THE SECOND SERVICE AGREEMENT AMENDMENT FOR THE
PROCUREMENT AND INSTALLATION OF HAWORTH OFFICE FURNITURE FOR THE OFFICE
OF PUBLIC DEFENSE REMODEL PROJECT LOCATED AT THE BENTON COUNTY JUSTICE
CENTER, KENNEWICK, WA; RESCINDING RESOLUTION 09-471**

WHEREAS, per Resolution 09-357 dated June 8, 2009 the Board of Benton County Commissioners awarded the procurement and installation of Haworth Office furniture – U.S. Communities Contract #N051016 for the Office of Public Defense Remodel Project to Brutzman’s Office Solutions for a total contract amount not to exceed \$8,580.22, including WSST; and

WHEREAS, per Resolution 09-471 dated July 13, 2009 the Board of Benton County Commissioners approved the first amendment to said contract with Brutzman’s Office Solution amending the contract to an amount not to exceed \$9,106.38 including WSST; and

WHEREAS, a second amendment is necessary as additional furniture was needed to complete the project causing the total contract amount to go over the not to exceed amount by \$654.90 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs to amend the contract between Benton County and Brutzman’s Office Solutions for the procurement and installation of Haworth office furniture for the Office of Public Defense Remodel Project increasing the contract amount not to exceed \$9,761.28 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the second service agreement amendment attached hereto; and

BE IT FURTHER RESOLVED, resolution 09-471 is hereby rescinded.

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

SECOND SERVICE AGREEMENT AMENDMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2009 by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and BRUTZMAN'S OFFICE SOLUTIONS, PO Box 6044, Kennewick, WA 99336 a firm licensed to do business in the State of Washington (hereinafter "CONTRACTOR").

The parties entered into a Service Agreement dated June 8, 2009 (the "AGREEMENT") for the procurement and installation of Haworth office furniture for the Office of Public Defense based on the U.S. Communities Contract #N051016 in the amount of \$8,580.22 including Washington State Sales Tax.

Whereas, the first amendment was approved by the Board of Commissioners per Resolution 09-471 dated July 13, 2009 increasing the contract amount to an amount not to exceed \$9,106.38 including WSST, as two proposals were submitted and the wrong proposal was inadvertently used to prepare the contract; and

Whereas, a second amendment is necessary as additional furniture was needed to complete the project causing the total contract amount to go over the not to exceed amount by \$654.90 including WSST.

The parties agree that all provisions of their amended agreement remain in effect except for the following amendments:

2. COMPENSATION the existing paragraph shall be amended and replaced in its entirety with the following:

The total amount payable by the COUNTY to the CONTRACTOR under this agreement for the purchase and installation of said furniture is nine thousand seven hundred sixty-one dollars and twenty-eight cents (\$9,761.28) including Washington State Sales Tax.

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

BENTON COUNTY

BRUTZMAN'S OFFICE SOLUTIONS

Max E. Benitz, Jr., Chairman

Ken Brutzman, President

Date: _____

Date: _____

Approved as to Form:

Deputy Prosecuting Attorney

Date: _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: September 28, 2009 subject: Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

Western States has been providing Insurance Agent/Broker Services as well as Consulting Services to Benton County for over 15 years. Services which have been provided include consultation services in the area of insurance, safety, workers' compensation and risk management. A service agreement with Western States has been in place over the last year. Melina Wenner, Personnel/Risk Manager, recommends continuation of the service agreement with Western States for 2009/2010 to provide consulting services and insurance agent/broker services to Benton County.

SUMMARY

Please see Exhibit A and Exhibit B which further outline the scope of work for the Consulting Services and the Insurance Agent/Broker Services.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SERVICES CONTRACT AND BROKER/AGENT OF RECORD BETWEEN WESTERN STATES INSURANCE AGENCY, INC. AND BENTON COUNTY TO PROVIDE CONSULTING SERVICES AND INSURANCE AGENT/BROKER SERVICES TO BENTON COUNTY.

WHEREAS, the effective date of this agreement shall begin immediately upon execution by Benton County; and

WHEREAS, that the Board of Benton County Commissioners signs the service contract; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Broker/Agent of Record between Benton County and Western States Insurance Agency, Inc.

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

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Western States Insurance Agency, Inc. with its principal offices at 390 Bradley Boulevard, Richland, WA 99352, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Exhibit A, "Scope of Work for Consulting Services and Compensation"
- b. Exhibit B, "Scope of Work for Insurance Agent/Broker Services and Compensation"

2. DURATION OF CONTRACT

The term of this Contract is as follows:

- a. Consulting Services as outline in Exhibit A shall begin "immediately upon execution by the COUNTY", and shall expire 12 months from the date the contract is executed by the "COUNTY". The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.
- b. Insurance Agent/Broker Services as outline in Exhibit B shall begin "immediately upon execution by the COUNTY" and continue until terminated by either party with 90 days written notice but no sooner than the expiration date of the respective policy being replaced.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work for Consulting Services and Compensation" and Exhibit B, "Scope of Work for Insurance Agent/Broker Services and Compensation", which is attached hereto and incorporated herein by reference.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Kevin Veleke, Western States Insurance Agency, Inc., 390 Bradley Boulevard, Richland, WA 99352.
- b. For COUNTY: Melina Wenner, Benton County Personnel/Risk Manager, 7122 W. Okanogan Pl., Kennewick, WA 99336.

5. COMPENSATION

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit A, "Scope of Work for Consulting Services and Compensation", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract for Consulting Services as outlined in Exhibit A shall not exceed \$17,500.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, 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. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

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

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, the CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional

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

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. The policy shall state that coverage is claims made, and state the retroactive date. CONTRACTOR is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this

Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. **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 CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

- (4) 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.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (7) 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—All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

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

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the CONTRACTOR agrees that the insurance contract will not be canceled or allowed to expire except on

twenty-eight (28) days prior written notice to the COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on thirty (30) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY thirty (30) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, 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.
- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A Kennewick, WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. 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 all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of 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 express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or

resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees is entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights

and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. 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, indemnification provisions (Sections [7] and [17]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. 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 pursuant to Section [14] of this agreement 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 the six (6) year purge schedule as set out above in Section [14].

27. 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman

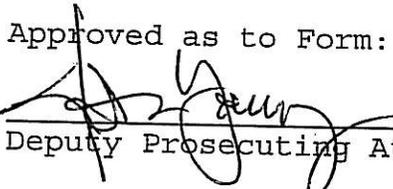
Member

Member

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

Attest: _____
Clerk of the Board

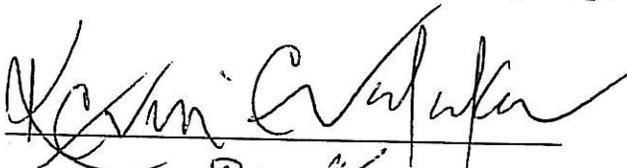
Approved as to Form:



Deputy Prosecuting Attorney

DATED:

CONTRACTOR
Western States Insurance Agency, Inc.



Title: Broker

DATED: 9-21-09

CONTRACTOR
Western States Insurance Agency, Inc.



Its

CEO

Exhibit A

Scope of Work for Consulting Services and Compensation

Western States Insurance Agency, Inc. will perform for Benton County the following consulting services:

General Risk Management

- Provide assistance and resources when and where applicable in the area of insurance, safety, workers' compensation and risk management
- Provide insurance coverage interpretation and risk management assistance
- Assist in establishing a County Risk Management Team

Workers' Compensation & Safety

- Develop and Implement an Employee Injury Reporting Process & Packet
- Implement a Work Flow for the Employee Injury Packet
- Implement a Medical Provider Network
- Provide on going consulting via phone or in person regarding claims, processes and safety

Emergency Response Planning

- Continue to assist in developing the County's emergency response plan
- Organize and assist in conducting drills

Liability

- Provide general consultation regarding insurance coverage's and requirements pertaining to agreements and contracts affecting the County

Facilities & Construction

- Assist County Facilities Manager and other county employees regarding insurance issues pertaining to construction projects
- Review as requested construction documents regarding insurance language and requirements and advise County administrators accordingly

For the above mentioned consulting services, the fee will be \$17,500.

Exhibit B

Scope of Work for Insurance Agent & Broker Services and Compensation

If requested in writing by Benton County, Western States Insurance Agency, Inc. shall act as Benton County's agent and/or broker for the following insurance policies or bonds, or any other insurance policies or bonds that may be requested to be obtained for the County:

- Property Insurance
- Excess Workers' Compensation Liability Insurance
- Builder's Risk Insurance
- Public Official Bonds
- Employee Dishonesty Bond
- Self-Insurer Pension Bond
- Aircraft Insurance

For the above mentioned insurance policies or bonds, or other insurance policies or bonds that may be obtained for Benton County during the term of this agreement, Western States Insurance Agency's compensation will be the commissions received by Western States Insurance Agency, Inc. from the respective insurance or bond companies providing the applicable insurance policies or bonds, and should insurance policies or bonds be obtained from insurance or bond companies for Benton County that do not pay commission, a fee will be negotiated with Benton County's Risk Manager prior to the purchase of insurance or bonds.

Broker/Agent of Record Authorization

Benton County hereby appoints Western States Insurance Agency, 390 Bradley Boulevard, Richland, WA 99352 to be its agent or broker for the following insurance policies and bonds:

- Property Insurance
- Excess Workers' Compensation Liability Insurance
- Builder's Risk Insurance
- Public Official Bonds
- Employee Dishonesty Bond
- Self-Insurer Pension Bond
- Aircraft Insurance

For Benton County: _____ Date: _____
Name

Position

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 9/28/09 Subject: Contract prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other 

BACKGROUND INFORMATION

Civil Service has been working with the Benton County Sheriff's Office to implement an assessment center to administer promotional testing for the Benton County Sheriff's Office. The advantage of utilizing an outside agency to perform promotional testing is as follows: Objectivity, subject expertise, pre-center training sessions, individual candidate critiques, and compliance with both the Guidelines and Ethical Considerations for Assessment Center Operations and the International Association of Chiefs of Police Assessment Center Guidelines.

Please see the attached Personal Service Contract between JMF & Associates and Benton County.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel/Risk Manager and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND JMF & ASSOCIATES.

BE IT RESOLVED that the Board of Benton County Commissioners is hereby authorized to sign the attached personal services contract between Benton County and JMF & Associates.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: R. Sparks, M. Wenner, R. Ozuna

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JMF & Associates**, with its principal offices at P.O. Box 8547 Lacey, Washington 98509, (hereinafter "CONTRACTOR").

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

1. **CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- a. [Exhibit A, Scope of Work; and]
- b. [Exhibit B, Compensation.]

2. **DURATION OF CONTRACT**

The term of this Contract shall begin **immediately upon execution by the COUNTY**, and shall expire on **November 1, 2009**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. **SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. *Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.*
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR

shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: **Mike Feldhausen**
 JMF & Associates
 P.O. Box 8547
 Lacey, WA 98509-8547
 (360) 7491-8139

- b. For COUNTY: **Susan Ratliff, Benton County**
 Civil Service Examiner
 7122 W. Okanogan Place Bldg. A
 Kennewick, WA 99336
 (509) 783-5880

5. COMPENSATION

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

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract **shall not exceed \$7,850.**

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- d. The CONTRACTOR may, in accordance with **Exhibit B**, 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. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

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

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured

(CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

d. 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 CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) 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.
- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated

herein.

- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (7) 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. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a 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 by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

to notify the COUNTY as an additional insured of cancellation.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, 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.
- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.
- (7) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. 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 all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of

performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under

and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the 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.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. 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, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

26. 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 pursuant to Section 14 of 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 the six (6) year purge schedule as set out above in

Section 14.

27. 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: _____

DATED: _____

BENTON COUNTY BOARD OF COMMISSIONERS

**CONTRACTOR
JMF & Associates**

Chairman

J.M. Feldhausen, Owner

Member

Print name

Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____, Civil
Deputy Prosecuting Attorney

The parties to this Contract have executed this Contract to take effect as of the date written below.

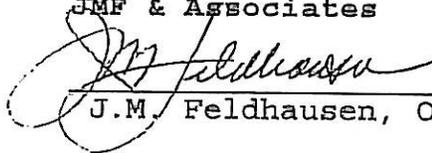
DATED: _____

DATED: 9-22-09

BENTON COUNTY BOARD OF COMMISSIONERS

CONTRACTOR
JMF & Associates

Chairman



J.M. Feldhausen, Owner

Member

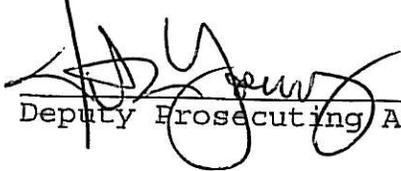
J. M. FELDHAUSEN
Print name

Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

 _____, Civil
Deputy Prosecuting Attorney

Scope of Work.

JMF&A will develop and administer an assessment center for the Benton County Sheriff's Office promotional processes.

Services shall include, but are not limited to:

- Analysis of the tasks performed by incumbents;
- A generic overview (training session) of the assessment center process for all eligible candidates;
- Development and administration of the assessment centers;
- A detailed written grading process for the assessors;
- Facilitation of the final assessment center grading process;
- A complete scoring system including a final rank order list of those assessed; and
- A written overview (critique) of the assessor's observations of each candidate's performance in each exercise in the center.

The project shall consist of two basic phases:

Phase ONE: On site meeting(s) with appropriate county/agency personnel to identify the job dimensions of a successful candidate for the position and complete as appropriate. This shall include working with the department's management and supervisors to:

- Identify the appropriate dimensions to be measured in the assessment center;
- Create a weighted set of six to eight dimensions to be measured in the center; and
- Finalize and produce the center's exercises, assessor grading materials and schedule for **Phase Two.**

Phase TWO: Facilitate and manage the assessment center process.

- Each assessment centers shall consist of four to five agency-approved exercises.
- The dimensions measured, and the exercises themselves, shall be developed from the activities conducted in **Phase One.**
- Candidate scoring shall require specific written observations be recorded by the assessors.
- Production of a final rank order listing of the candidates tested.
- A written overview (critique) of the assessor's objective observations of each candidate's performance in the center.

Schedule: The final schedule and exercises shall be determined with the management of the Benton County Sheriff's Office or their designee.

Candidate Survey: All candidates shall be surveyed for their observations of the assessment center's fairness and the relevance to the position being tested for.

Survey results are compiled and provided to the agency, including the original survey documents.

Resources to be provided by the Benton County Sheriff's Office:

Benton County Sheriff's Office will:

- Provide subject matter expertise and appropriate department related documentation from which appropriate exercises (simulations) can be constructed.
- Obtain two (2) qualified assessors per exercise and role players as appropriate. In some exercises one of the assessors can act as a role player if an exercise requires a role player.

JMF & Associates will:

- Provide a list of assessors we have worked with to assist the agency in finding competent assessors.
- Have appropriate management and supervisory personnel participate in the rank-order surveys of the supervisory and management dimensions in order to reduce the total dimensions to be measured in the center to a maximum of eight.

Compensation:

Assessment center services as outlined within
Exhibit A*:\$7,850.00*

Lodging expenses not to exceed.....\$ 400.00**

Notes:

* Compensation for the two (2) day assessment center (maximum of 8 candidates per day). The above figure includes all cost associated with the development and management of the center unless defined above and/or specifically approved in advance by the Benton County Sheriff's Office or their designee.

** Lodging for two test administrators for each night prior to a day of testing. This expense will be direct billing to Benton County from the Red Lion, not to exceed \$100.00 (plus tax) per night, per person.

P

Exhibit "B"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY TO SHARE PUBLIC WORKS EQUIPMENT AND PERSONNEL

WHEREAS, the City of Prosser and Benton County desire to enter into an agreement to share personnel and equipment on an as needed and when available basis, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Prosser, and

WHEREAS, the Public Works Manager has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Prosser and Benton County to share Public Works equipment and personnel is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 28th day September 2009.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

Attest: _____
Clerk of the Board

9

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARING PUBLIC WORKS EQUIPMENT AND PERSONNEL
BETWEEN THE CITY OF PROSSER AND BENTON COUNTY**

THIS AGREEMENT is made and entered into this ___ day of _____, 2009, by and between the City of Prosser, whose address is 601 7th Street, Prosser, Washington 99350 (hereinafter "the City of Prosser" or "City"), and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County" or "County"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

WITNESSETH:

WHEREAS, Benton County is desirous of occasionally sharing Public Works equipment and even less occasionally Public Works personnel with the City of Prosser to provide Public Works services, general maintenance and related services; and

WHEREAS, the City of Prosser is desirous of occasionally sharing Public Works equipment and even less occasionally Public Works personnel with Benton County to provide Public Works services, general maintenance and related services; and

WHEREAS the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, authorizes and empowers the County and the City to enter into this Agreement so that the two entities may share Public Works equipment and personnel, as provided for in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Scope of Services – Benton County

- A. Benton County agrees to occasionally lend or borrow Public Works equipment to or from the City of Prosser for efficiency and effectiveness of operations.

- B. The equipment that Benton County is willing to lend is listed on Exhibit "D", which is attached to this agreement. The fees for lending this equipment and/or utilizing Benton County employees are listed on Exhibit "D".
- C. It must be clearly understood by all parties concerned that the Benton County equipment must be available for County projects whenever needed. Therefore, the equipment listed on Exhibit "D" will only be available whenever not in use, or scheduled to be used for a County project, and, then, it will only be made available at the sole discretion of the County Public Works contact person.

2. Scope of Services – City of Prosser

- A. The City of Prosser agrees to occasionally lend or borrow Public Works equipment to or from Benton County for efficiency and effectiveness of operations.
- B. The equipment that the City of Prosser is willing to lend is listed on Exhibit "C", which is attached to this agreement. The fees for lending this equipment and/or utilizing the City of Prosser employees are listed on Exhibit "C".
- C. It must be clearly understood by all parties concerned that the City of Prosser equipment must be available for City projects whenever needed. Therefore, the equipment listed on Exhibit "C" will only be available whenever not in use, or scheduled to be used for a City project, and, then, it will only be made at the sole discretion of the City Public Works contact person.

3. Compensation

- A. The City of Prosser will pay the Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon fee schedules, which are attached and shown on Exhibit "D". The County will provide an itemized bill to the City on a monthly basis. The City agrees to promptly process the County's voucher for payment and to pay all bills within thirty (30) days of submission by the County.
- B. Benton County will pay the Public Works Equipment and Personnel Rental services at an hourly rate for time and type of equipment provided based upon fee schedules, which are attached and shown on Exhibit "C". The City will provide an itemized bill to the County on a monthly basis. The County agrees to promptly process the City's voucher for payment and to pay all bills within thirty (30) days of submission by the City.

4. **Representation, Warranties, and Indemnities:**

- A. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. The County shall defend, protect, and hold harmless the City from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of the County's employees and agents while performing under this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.
- D. The City shall defend, protect, and hold harmless the County from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of the City's employees and agents while performing under this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

- 5. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2010. Exhibit "C" and/or Exhibit "D" will be updated annually. Upon receipt of the new Exhibit "C" and/or Exhibit "D", this agreement will be updated and a new termination date determined.
- 6. **Termination of Agreement.** Either party may terminate this Agreement, by providing written notice to the designated contacts for each party identified in Section 13 of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.
- 7. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
- 8. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
- 9. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. **Interlocal Cooperation Act.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. The Benton County Public Works Manager and the City of Prosser Public Works Director shall be designated as joint administrators of this Interlocal Agreement.
11. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
12. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
13. **Insurance.** Each party shall maintain in effect insurance with limits in the amount each entity currently has in place.
14. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
15. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Steve Becken
 Benton County Public Works Manager
 P.O. Box 1001
 Prosser, WA 99350

To City of Prosser:

L.J. Dacorsi
 Public Works director
 City of Prosser
 601 7th Street
 Prosser, WA 99350

16. **Filing of Agreement.** A copy of this Agreement shall be filed in accordance with RCW 39.34.040.

17. **Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (County).

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

CITY OF PROSSER,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

City Clerk

Clerk of the Board

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Attorney, City of Prosser

Benton County Prosecuting Attorney

Date: _____

Date: _____

Exhibit "A"

Exhibit "C"
City of Prosser Equipment and Operator 2009 Hourly Rates

City Operators Required

Equipment Number	Equipment	Hourly Rental Rate	5% Administrative Surcharge	Total Hourly Charge
132	Ford F800 VAC-CON	143.24	\$7.16	\$150.40

No City Operators Required

136	John Deere 310 Backhoe	\$31.17	\$1.56	\$32.73
149	Champion 710-A Motor Grader	\$87.37	\$4.37	\$91.74
150	John Deere 310 Backhoe	\$31.17	\$1.56	\$32.73

Note: Ford F800 VAC-CON requires two operators.

Operator regular hourly rates shall not exceed \$50.00. Rates will be determined based upon employee's regular hourly salary plus 55% benefits.

Exhibit "D"
Benton County Equipment and Operator 2009 Rental Schedule

**Equipment and Operators out of the Prosser Shop
 County Operator Required**

Equipment Number	Equipment	Hourly Rental Rate	5% Administrative Surcharge	Total Hourly Charge
335	Case Rubber Tire Excavator	\$87.10	\$4.36	\$91.46
362	International Truck Tractor	\$38.22	\$1.91	\$40.13
399	Case Backhoe	\$43.23	\$2.16	\$45.39
410	Champion Blade	\$97.62	\$4.88	\$102.50
418	Equipment Trailer Low Boy	\$23.70	\$1.19	\$24.89
419	Belly Dump 20 CY	\$73.70	\$3.69	\$77.39
432	8000 Gal. Water Tank (Trailer)	\$49.39	\$2.47	\$51.86
473	10/12 CY Dump Truck	\$77.45	\$3.87	\$81.32
474	10/12 CY Dump Truck	\$71.32	\$3.57	\$74.89
475	10/12 CY Dump Truck	\$69.97	\$3.50	\$73.47
484	John Deere Loader	\$67.48	\$3.37	\$70.85
500	Cat Blade	\$105.74	\$5.29	\$111.03
No County Operator Required				
253	Small Equipment Trailer	\$4.98	\$0.25	\$5.23
351	Bo Mag Patch Roller	\$11.60	\$0.58	\$12.18
490	Trash Pump	\$35.69	\$1.78	\$37.47

**Equipment and Operators out of the Kennewick Shop
 County Operator Required**

172	Tack Truck	\$98.74	\$4.94	\$103.68
375	Mack Water Truck	\$54.36	\$2.72	\$57.08
449	Champion Blade	\$83.21	\$4.16	\$87.37
450	Cat Loader	\$32.81	\$1.64	\$34.45
453	Small Roller	\$7.90	\$0.40	\$8.30
460	Case Backhoe	\$41.98	\$2.10	\$44.08
468	Sterling Water Truck	\$99.44	\$4.97	\$104.41
470	10/12 CY Dump Truck	\$74.25	\$3.71	\$77.96
471	10/12 CY Dump Truck	\$87.66	\$4.38	\$92.04
472	10/12 CY Dump Truck	\$70.70	\$3.54	\$74.24
485	Cat Blade	\$90.47	\$4.52	\$94.99
492	Cat Blade	\$102.40	\$5.12	\$107.52
504	Superior Broom (Side Cast)	\$80.41	\$4.02	\$84.43
506	Bandit Wood Chipper	\$69.58	\$3.48	\$73.06

Operator regular hourly rates shall not exceed \$50.00. Rates will be determined based upon employee's regular hourly salary plus 55% benefits.

9.

Exhibit "B"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF BENTON CITY AND BENTON COUNTY TO USE THE SOLID WASTE BRUSH BANDIT

WHEREAS, the City of Benton City has requested the use of the Brush Bandit owned by Solid Waste, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Benton City, and

WHEREAS, the Public Works Manager has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Benton City and Benton County for use of the Solid Waste Brush Bandit is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____ day _____ 2009.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

8

**INTERLOCAL COOPERATION AGREEMENT
SOLID WASTE BRUSH BANDIT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2009, by and between the City of Benton City whose address is P.O. Box 70, Benton City, Washington 99320 (hereinafter "the City") and Benton County, whose address is P.O. Box 110, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies; and

WHEREAS, Benton County Solid Waste is the owner of a Brush Bandit, and

WHEREAS, the City of Benton City has requested the use of said Brush Bandit to conduct necessary maintenance on City owned property.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to establish mutual aid to the City of Benton City by enabling the City to utilize equipment owned by the Benton County Solid Waste Department so that the City can perform maintenance on City owned property.
2. **Responsibilities of Benton County:**
 - A. Benton County shall be responsible for all maintenance of the Brush Bandit, and delivery and pick up of the Brush Bandit to the site designated by the City.
 - B. Benton County personnel will deliver the Brush Bandit to a site designated by the City and at a date and time agreed upon by the parties at least forty-eight (48) hours in advance of the delivery date.
3. **Responsibilities of the City of Benton City:** The City shall have the following duties and responsibilities under this Agreement:

- A. The City shall inspect the Brush Bandit upon arrival to ensure the Brush Bandit is in a working and safe condition
- B. The City shall pay directly to Benton County all amounts set forth in certified statements of Benton County's labor expenses involved in delivering and picking up the Brush Bandit within thirty (30) days of receipt of a certified statement of these documents.
- C. The City shall notify the County within twenty-four (24) hours of final use of the Brush Bandit, that the Brush Bandit is ready to be returned to the County.
- D. The City shall be responsible for the cost of repairs for any damage done to the Brush Bandit during the time the Brush Bandit is under the control of the City. Under the control of the City is defined as from the time the Brush Bandit is delivered to the City to the time it is picked up by the County.
- E. The Brush Bandit shall be returned to the County completely refueled.

4. Representation, Warranties, and Indemnities:

- A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- C. The City shall defend, protect, and hold harmless the County from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of the City's employees and agents while performing under this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

5. Duration of Agreement. The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2010.

6. Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contacts for each party identified in Section 13 of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

7. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no

way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

8. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
9. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
10. **Interlocal Cooperation Act.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. The Benton County Solid Waste Specialist shall be designated as the Administrator of this Interlocal Agreement.
11. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto
12. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
13. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

14. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Donna Holmes, Solid Waste Specialist
Benton County Solid Waste
P.O. Box 110
Prosser, WA 99350-0110

To City of Benton City:

Stephanie Hoegh
City Clerk - Treasurer
City of Benton City
P.O. Box 70
Benton City, WA 99320

15. **Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Benton City, who may place it on the City's website, and with the Benton County Auditor.
16. **Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (County).

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

CITY OF BENTON CITY,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: *Joseph R. Coenen*
Mayor

By: _____
Chairman, Board of County
Commissioners

Attest:

Attest:

Stephanie [Signature]
City Clerk
Date: 9/16/09

Clerk of the Board
Date: _____

Approved as to form:

Approved as to form:

[Signature]
Attorney, City of Benton City
Date: 9/16/09

Benton County Prosecuting Attorney
Date: _____

RESOLUTION NO. 2009-20

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT – SOLID WASTE BRUSH BANDIT BETWEEN THE CITY OF BENTON CITY AND BENTON COUNTY; AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL COOPERATION AGREEMENT

WHEREAS, Benton County Solid Waste Department is the owner of a Brush Bandit; and

WHEREAS, the City of Benton City has requested its use; and

WHEREAS, an Interlocal Agreement has been prepared governing the terms and costs by which Benton City shall use the Brush Bandit; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the City of Benton City shall enter into that Interlocal Cooperation Agreement - - Solid Waste Brush Bandit, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and the Mayor of the City of Benton City is authorized and directed to sign said Interlocal Cooperation Agreement.

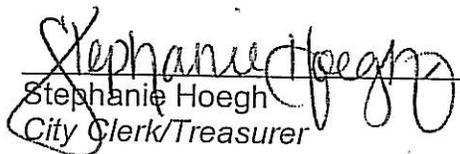
ADOPTED this 15 day of September 2009, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 15 day of September 2009.

Resolution 2009-20 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 15 day of September 2009.



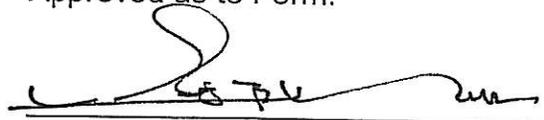
Lloyd R. Carnahan
Mayor

Attest:



Stephanie Hoegh
City Clerk/Treasurer

Approved as to Form:



Leland B. Kerr
City Attorney

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: JOHNSON, HINZERLING, & OIEH INTERSECTION - C.E. 1885 CRP; ROTHROCK, FOISY, & OIEH INTERSECTION - C.E. 1886 CRP; AND NORTH RIVER ROAD CURVE - C.E. 1874 CRP

WHEREAS, by resolution dated October 6, 2008, the County Engineer was authorized to schedule a bid call for Johnson, Hinzerling, & OIEH Intersection - C.E. 1885 CRP; Rothrock, Foisy, & OIEH Intersection - C.E. 1886 CRP; and North River Road Curve - C.E. 1874 CRP; and

WHEREAS, bids were received on September 21, 2009, as shown on the attached bid tabulation; and

WHEREAS, the lowest bid was received from A & B Asphalt, Inc., Benton City, Washington; and

WHEREAS, the Public Works Manager hereby recommends that the contract be awarded to A & B Asphalt, Inc.; NOW, THEREFORE,

BE IT RESOLVED that the contract for Johnson, Hinzerling, & OIEH Intersection - C.E. 1885 CRP; Rothrock, Foisy, & OIEH Intersection - C.E. 1886 CRP; and North River Road Curve - C.E. 1874 CRP be awarded to A & B Asphalt, Inc., Benton City, Washington, in the amount of \$371,158.75.

Dated this 28th day of September, 2009.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

SWB:LJM:slc

PROJECT: CE 1885 CRP - JOHNSON, HINZELING, & OIEH INTERSECTION CE 1886 CRP - ROTHROCK, FOISY, & OIEH INTERSECTION CE 1874 CRP - NORTH RIVER ROAD CURVE		A & B ASPHALT, INC. P O Box 5280 Benton City, WA 99320-5280		INLAND ASPHALT 955 West Lacey Richland WA 99352		GRANITE NORTHWEST, INC. P O Box 2738 Pasco, WA 99302		ESTIMATE		
LOCATION: BENTON COUNTY LET BY: BOARD OF COUNTY COMMISSIONERS DATE: September 21, 2009; 2:00 p.m., Local Time		ITEM DESCRIPTION		QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
1	MOBILIZATION	L.S.	L.S.			Lump Sum	7,500.00	Lump Sum	5,000.00	12,000.00
2	CLEARING AND GRUBBING	L.S.	L.S.			Lump Sum	1,500.00	Lump Sum	1,010.00	2,500.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	L.S.			Lump Sum	3,000.00	Lump Sum	3,214.00	1,000.00
4	PAVEMENT PULVERIZATION	5,450.0	S.Y.			1.35	5,450.00	1.50	7,085.00	8,175.00
5	ROADWAY EXCAVATION INCLUDING HAUL PLAIN STEEL CULVERT PIPE 0.064 INCH THICK 12 INCH DIAMETER	3,185.0	C.Y.			5.50	36,945.00	11.00	35,035.00	19,110.00
6	CATCH BASIN TYPE 1 INCLUDING RECTANGULAR FRAME AND HERRINGBONE GRATE 48 INCH DIAMETER DRYWELL TYPE 2 (WITH PIPE INLET)	166.0	L.F.			28.00	7,968.00	39.00	6,474.00	4,980.00
7	MODIFIED CRUSHED SURFACING FROM STOCKPILE SP-52	0.0	C.Y.			N/A	N/A	N/A	N/A	N/A
8	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-52	0.0	EA			N/A	N/A	N/A	N/A	N/A
9	HMA CLASS 1/2 INCH PG 64-28	1,945.0	C.Y.			9.20	24,312.50	14.00	27,230.00	16,532.50
10	PROJECT TEMPORARY TRAFFIC CONTROL	800.0	C.Y.			9.20	18,000.00	19.00	15,200.00	6,800.00
11	PAVEMENT MARKINGS	900.0	TON			71.25	73,170.00	89.00	80,100.00	76,500.00
12	CEMENT CONCRETE TRAFFIC CURB AND GUTTER CONCRETE DRIVEWAY ENTRANCE TYPE 4	L.S.	L.S.			Lump Sum	25,000.00	Lump Sum	19,100.00	7,100.00
13	SOD INSTALLATION	L.S.	L.S.			Lump Sum	1,205.00	Lump Sum	1,205.00	2,000.00
14	MAILBOX SUPPORT TYPE 1 STEEL POST	0.0	L.F.			N/A	N/A	N/A	N/A	N/A
15	MAILBOX SUPPORT TYPE 2 STEEL POST	0.0	S.F.			N/A	N/A	N/A	N/A	N/A
16	WIRE FENCE TYPE 1	0.0	S.Y.			N/A	N/A	N/A	N/A	N/A
17	14" WIDE SINGLE WIRE GATE	4.0	EA			300.00	1,200.00	375.00	1,500.00	2,000.00
18	TRIMMING AND CLEANUP	2.0	EA			600.00	1,200.00	585.00	1,130.00	1,000.00
19	SPCC PLAN	600.0	L.F.			8.00	4,800.00	4.50	2,700.00	6,600.00
20		1.0	EA			1,000.00	1,000.00	864.00	864.00	600.00
21		L.S.	L.S.			Lump Sum	3,000.00	Lump Sum	565.00	1,000.00
22		L.S.	L.S.			Lump Sum	350.00	Lump Sum	250.00	500.00
SUBTOTAL CE 1885 - JOHNSON, HINZELING, & OIEH INTERSECTION							162,782.00		215,281.50	168,397.50

PROJECT: CE 1885 CRP - JOHNSON, HINZLERING, & OIEH INTERSECTION CE 1886 CRP - ROTHROCK, FOISY, & OIEH INTERSECTION CE 1874 CRP - NORTH RIVER ROAD CURVE				A & B ASPHALT, INC.		INLAND ASPHALT, INC.		GRANITE NORTHWEST, INC.		ENGINEER'S ESTIMATE	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
CE 1886 CRP - ROTHROCK, FOISY, & OIEH INTERSECTION											
1	MOBILIZATION	L.S.	L.S.		6,350.00	Lump Sum	7,500.00	Lump Sum	4,449.00	Lump Sum	12,000.00
2	CLEARING AND GRUBBING	L.S.	L.S.		1,500.00	Lump Sum	500.00	Lump Sum	1.00	Lump Sum	2,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	L.S.		1,500.00	Lump Sum	1,500.00	Lump Sum	3,000.00	Lump Sum	1,000.00
4	PAVEMENT PULVERIZATION	4,200.0	S.Y.	1.48	6,216.00	1.00	4,200.00	1.30	5,460.00	1.50	6,300.00
5	ROADWAY EXCAVATION INCLUDING HAUL PLAIN STEEL CULVERT PIPE 0.66' INCH THICK 12 INCH DIAMETER	1,920.0	C.Y.	5.50	10,010.00	11.60	21,112.00	16.00	29,120.00	8.00	14,580.00
6	CATCH BASIN TYPE 1 INCLUDING RECTANGULAR FRAME AND HERRINGBONE GRATE 48 INCH DIAMETER DRYWELL TYPE 2 (WITH PIPE INLET)	0.0	L.F.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	MODIFIED CRUSHED SURFACING FROM STOCKPILE SP-52	0.0	C.Y.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-52	0.0	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9		1,370.0	C.Y.	9.20	12,604.00	12.50	17,125.00	17.00	23,290.00	8.50	11,645.00
10		595.0	C.Y.	9.20	5,474.00	22.50	13,387.50	26.00	15,470.00	8.50	5,057.50
11	HMA CLASS 1/2 INCH PG 64-28	740.0	TON	71.25	52,725.00	81.30	60,162.00	91.00	67,340.00	85.00	62,900.00
12	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	L.S.		15,380.00	Lump Sum	20,000.00	Lump Sum	15,100.00	Lump Sum	7,100.00
13	PAVEMENT MARKINGS	L.S.	L.S.		2,100.00	Lump Sum	875.00	Lump Sum	875.00	Lump Sum	2,000.00
14	CEMENT CONCRETE TRAFFIC CURB AND GUTTER CONCRETE DRIVEWAY ENTRANCE TYPE 4	0.0	L.F.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15		0.0	S.F.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	SOD INSTALLATION	0.0	S.Y.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	MAILBOX SUPPORT TYPE 1 STEEL POST	4.0	EA	300.00	1,200.00	375.00	1,500.00	375.00	1,500.00	500.00	2,000.00
18	MAILBOX SUPPORT TYPE 2 STEEL POST	2.0	EA	600.00	1,200.00	565.00	1,130.00	565.00	1,130.00	500.00	1,000.00
19	WIRE FENCE TYPE 1	0.0	L.F.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20	14" WIDE SINGLE WIRE GATE	0.0	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21	TRIMMING AND CLEANUP	L.S.	L.S.		3,000.00	Lump Sum	2,500.00	Lump Sum	565.00	Lump Sum	1,000.00
22	SPCC PLAN	L.S.	L.S.		350.00	Lump Sum	500.00	Lump Sum	250.00	Lump Sum	500.00
SUBTOTAL CE 1886 - ROTHROCK, FOISY, & OIEH INTERSECTION					119,609.00		151,991.50		167,550.00		129,062.50

ITEM DESCRIPTION	QTY	UNIT	A & B ASPHALT, INC.		INLAND ASPHALT, INC.		GRANITE NORTHWEST, INC.		ENGINEER'S ESTIMATE	
			UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
CRP - JOHNSON, HINZLER, & OIEH INTERSECTION										
CRP - ROTHROCK, FOISY, & OIEH INTERSECTION										
CRP - NORTH RIVER ROAD CURVE										
1 CRP - NORTH RIVER ROAD CURVE										
MOBILIZATION	L.S.	L.S.	Lump Sum	7,470.00	Lump Sum	7,500.00	Lump Sum	5,000.00	Lump Sum	12,000.00
CLEARING AND GRUBBING	L.S.	L.S.	Lump Sum	16,955.00	Lump Sum	13,955.00	Lump Sum	3,030.00	Lump Sum	4,000.00
REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	L.S.	Lump Sum	2,000.00	Lump Sum	1,500.00	Lump Sum	1,000.00	Lump Sum	1,000.00
PAVEMENT PULVERIZATION	975.0	S.Y.	3.30	3,217.50	1.50	1,462.50	3.50	3,412.50	2.50	2,437.50
ROADWAY EXCAVATION INCLUDING HAUL	530.0	C.Y.	5.50	2,915.00	16.00	8,480.00	19.00	10,070.00	8.00	4,240.00
12 INCH DIAMETER	105.0	L.F.	28.00	2,940.00	48.00	5,040.00	43.00	4,515.00	30.00	3,150.00
48 INCH DIAMETER DRYWELL TYPE 2 (WITH PIPE INLET)	2.0	C.Y.	925.00	1,850.00	1,500.00	3,000.00	937.00	1,874.00	1,200.00	2,400.00
MODIFIED CRUSHED SURFACING FROM STOCKPILE SP-52	2.0	EA	4,200.00	8,400.00	4,100.00	8,200.00	6,570.00	13,340.00	1,800.00	3,600.00
CRUSHED SURFACING TOP COURSE FROM STOCKPILE SP-52	310.0	C.Y.	10.20	3,162.00	16.00	4,960.00	17.00	5,270.00	10.00	3,100.00
HMA CLASS 1/2 INCH PG 64-28	125.0	C.Y.	10.20	1,275.00	26.50	3,312.50	32.00	4,000.00	10.00	1,250.00
PROJECT TEMPORARY TRAFFIC CONTROL	235.0	TON	71.25	16,743.75	90.00	21,150.00	98.00	23,030.00	85.00	19,975.00
PAVEMENT MARKINGS	L.S.	L.S.	Lump Sum	5,415.00	Lump Sum	2,500.00	Lump Sum	1,950.00	Lump Sum	2,500.00
CONCRETE TRAFFIC CURB AND GUTTER	L.S.	L.S.	Lump Sum	1,575.00	Lump Sum	325.00	Lump Sum	325.00	Lump Sum	1,500.00
CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 4	705.0	L.F.	9.50	6,697.50	15.50	10,927.50	11.50	8,107.50	10.00	7,050.00
SOD INSTALLATION	50.0	S.F.	37.00	1,850.00	54.00	2,700.00	27.00	1,350.00	44.00	2,200.00
MAILBOX SUPPORT TYPE 1 STEEL POST	400.0	S.Y.	4.63	1,852.00	7.00	2,800.00	13.00	5,200.00	10.00	4,000.00
MAILBOX SUPPORT TYPE 2 STEEL POST	0.0	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
WIRE FENCE TYPE 1	2.0	EA	600.00	1,200.00	575.00	1,150.00	575.00	1,150.00	500.00	1,000.00
14" WIDE SINGLE WIRE GATE	0.0	L.F.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TRIMMING AND CLEANUP	0.0	EA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
SPCC PLAN	L.S.	L.S.	Lump Sum	3,000.00	Lump Sum	1,500.00	Lump Sum	600.00	Lump Sum	1,000.00
TOTAL CE 1874 - NORTH RIVER ROAD CURVE	L.S.	L.S.	Lump Sum	350.00	Lump Sum	500.00	Lump Sum	250.00	Lump Sum	500.00
				98,787.75		100,962.50		93,474.00		76,902.50

TOTAL CE 1885, CE 1886, & CE 1874	\$	371,158.75	\$	468,235.50	\$	468,686.00	\$	374,362.50
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RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND (ER&R) PURCHASE OF TIRE CHAIN PARTS

WHEREAS, resolution 08-131 the letting of any non-public works contract for the purchase or lease of materials, equipment, or supplies in an amount of less than five thousand dollars (\$5,000), advertisement and competitive bidding may be dispensed with, and such purchases or leases may be completed based on direct negotiation; and

WHEREAS, written quotations were received from three vendors on the Benton County Vendor List; as follows:

- BROWN'S TIRE COMPANY dba Les Schwab Tires
Prosser, Washington 99350..... \$2,947.00;
- LES SCHWAB TIRES
Kennewick, Washington 99336 \$2,947.00;
- JIM'S PACIFIC GARAGES, INC.
Pasco, Washington 99301.....\$3,389.71;

and

WHEREAS, the quotation from Brown's Tire Company dba Les Schwab Tires, Prosser, WA was received August 21, 2009 and the quotation from Les Schwab Tires, Kennewick, WA was received September 16, 2009 and both vendors quoted the same price; and

WHEREAS, the Public Works Manager recommends award of the business to BOWN'S TIRE COMPANY dba Less Schwab Tires, Prosser, Washington, since their quote was received first; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County ER&R with Tire Chain Parts be awarded to BROWN'S TIRE COMPANY dba Less Schwab Tires, Prosser, Washington, in the amount of \$2,947.00, and Washington State Sales Tax in the amount of \$244.60; and

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

Dated this 28th day of September 2009.

Chairman

Chairman Pro-Tem

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

Attest: _____
Clerk of the Board

SWB:LJM:dlh

ASSOCIATED WITH



*** WORK ORDER ***

BROWN'S TIRE COMPANY, INC
PO BOX 391
PROSSER, WA 99350 0391
509-786-2540

SOLD TO:
BENTON COUNTY ENGINEER
PO BOX 1001
PROSSER WA 99350
509-786-3663

Customer No.
A43 - 12148

WORK ORDER NO.
241496

Date
08-21-2009

Time
2:10:06 PM

Sold By	Transaction Type	Work Order#	Customer PO#	License	Mileage	Year/Make/Model
BG	CHARGE	241496			00	

Qty	Product Code	Product Description	Price	FET	Amount
ALL PARTS NEW UNLESS SPECIFIED					
300	09564563	226351202 LACLEDE STRAIGHT LINK SIDE CHAIN BULK	1.69		507.00
300	09564160	256350225 LACLEDE CROSS CHAIN TWIST LINK BULK	3.58		1074.00
200	09565129	290 LACLEDE CROSS CHAIN HOOK-EACH	.55		110.00
200	09565141	451 LACLEDE CROSS CHAIN HOOK-EACH	1.43		286.00
200	09564169	256950225 LACLEDE CROSS CHAIN TWIST LINK BULK	4.85		970.00

SERVICED BY: _____

Sales Tax: 244.60

Tire Tax: .00

Invoice Total: 3191.60

Freight? No per Jere

Attn: Dan

Brian Greene

Customer Signature: _____

Estimate Decision: _____

Revised Estimate: _____

In Person Phone#: _____

Customer Signature: _____

Date: _____ Time: _____



***** PRICE QUOTATION *****

PRICES GOOD FOR 10 DAYS.

Store 336 LES SCHWAB TIRE CENTER
4110 W CLEARWATER
KENNEWICK WA 99336 0000
509-735-0321

Quote# 65771
Invoice#
Page# 1

Customer Name BENTON COUNTY
Address
City, State, Zip ...
Phone

Date 9/16/2009
Time 10:06:51 AM
License
Year
Make
Model

Salesperson PHIL
PV

Qty	Product Code	Product Description	Price	FET	Amount
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ALL PARTS NEW UNLESS SPECIFIED

300	09564563	226351202 LACLEDE STRAIGHT LINK SIDE CHAIN BULK	1.69		507.00
300	09564160	256350225 LACLEDE CROSS CHAIN TWIST LINK BULK	3.58		1074.00
200	09565129	290 LACLEDE CROSS CHAIN HOOK-EACH	.55		110.00
200	09565141	451 LACLEDE CROSS CHAIN HOOK-EACH	1.43		286.00
200	09564169	256950225 LACLEDE CROSS CHAIN TWIST LINK BULK	4.85		970.00

Sales Tax: 244.60
Tire Tax: .00
QUOTATION Total: 3191.60

Freight? No as per Phil 9/17/09

ATT. DON

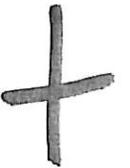
222-2304

Customer Signature: _____ Estimate Decision: _____

Revised Estimate: _____ In Person Phone#: _____

Customer Signature: _____ Date: _____ Time: _____

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND (ER&R) PURCHASE OF COMPLETE REPAINTING OF EQUIPMENT NO. 489 (2003 SHOP MADE ROCK RAKE)

WHEREAS, resolution 08-131 the letting of any non-public works contract for the purchase or lease of materials, equipment, or supplies in an amount of less than five thousand dollars (\$5,000), advertisement and competitive bidding may be dispensed with, and such purchases or leases may be completed based on direct negotiation; and

WHEREAS, written quotations were received from three vendors on the Benton County Vendor List; as follows:

MEL'S INTERCITY COLLISION, INC
Kennewick, Washington 99336 \$1,840.00;

NOLAN'S BODY SHOP
Pasco, Washington 99301 \$3,250.00;

MATHEWS AUTO BODY
Kennewick, Washington 99336.....NO BID; and

WHEREAS, the Public Works Manager recommends award of the business to Mel's Intercity Collision, Inc., Kennewick, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County ER&R with Complete Repainting of Equipment No. 489 be awarded to Mel's Intercity Collision, Inc., Kennewick, Washington, in the amount of \$1,840.00, and Washington State Sales Tax in the amount of \$152.72; and

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

Dated this 28th 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:LJM:dlh

09/03/2009 at 10:37 AM
25322

Job Number:

MEL'S INTERCITY COLLISION INC.
520 WEST DESCHUTES AVENUE
KENNEWICK, WA 99336
(509)586-8257 Fax: (509)582-3699

PRELIMINARY ESTIMATE

Written By: HEATHER BCDERICK
Adjuster:

Insured: BENTON COUNTY ROAD DEPT
Owner: BENTON COUNTY ROAD DEPT
Address: KENNEWICK, WA 99337

Fax: (509)582-2927

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Inspect
Location:

Insurance
Company:

Days to Repair

0 SPRING TOOTH ROAD GRADER Int:
VIN: Lic: Prod Date: Odometer:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#		EQUIPMENT#489	1	0.00	0.0	0.0
2#		SAND BLAST MACHINE	1	350.00	0.0	0.0
3#	Rpr	ROUGH OUT RT FENDER & PREP FOR PAINT	0	0.00	6.0	0.0
4#	Refn	ETCH & SEAL OUTSIDE & INSIDE OF TOOL BOX (EPOXY PRIMER)	0	0.00	0.0	0.0
5#	Refn	INSIDE TOOL BOX & OUTSIDE INCLUDES WHEELS & UNDERSIDE	0	0.00	0.0	0.0
6#		IN ACRYLIC ENAMEL W/HARDNER	1	0.00	0.0	10.0
7#		PAINT & SHOP MATERIALS	1	670.00	0.0	0.0
8#	R&I	& RETORQUE WHEELS	0	0.00	0.4	0.0
Subtotals ==>				1020.00	6.4	10.0

Parts		1020.00
Body Labor	6.4 hrs @ \$ 50.00/hr	320.00
Paint Labor	10.0 hrs @ \$ 50.00/hr	500.00
SUBTOTAL		\$ 1840.00
Sales Tax	\$ 1840.00 @ 8.3000%	152.72
GRAND TOTAL		\$ 1992.72

ADJUSTMENTS:
Deductible 0.00

From: "Don" <don@nolansbodyshop.com>
To: "DON @ BENTON CO RD D" <don_mcclure@co.benton.wa.us>
Date: 9/16/2009 8:04 AM
Subject: 489 PAINT JOB

DON,
WASH,BLAST,PRIME,PAINT WILL BE \$1800 LABOR--SHOP SUPPLIES OF \$50---BLAST COST OF \$400---PAINT MATERIALS COST OF \$1000----TOTAL COST OF \$3250.---NO TAX
DON AT NOLAN'S

08/28/2009 at 09:38 AM
11300

Mathews AUTO BODY

Job Number:

ATTN-
Don

MATHEWS AUTO BODY
License #:11300
WE WANT TO EARN YOUR TRUST
614 w.COLUMBIA DRIVE
KENNEWICK, WA 99336
(509)582-9713 Fax: (509)586-2535

PRELIMINARY ESTIMATE

Written By: RICHARD MATHEWS #NONE
Adjuster:

Insured: BENTON CO. ROAD DEPT
Owner: BENTON CO. ROAD DEPT
Address: KENNEWICK, WA 99337

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Business: (509)222-2303
Fax: (509)222-2304

Inspect MATHEWS AUTO BODY
Location: 614 w.COLUMBIA DRIVE
KENNEWICK, WA 99336

Business: (509)582-9713

Insurance
Company:

Days to Repair

No Vehicle Specified

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		DON REQUESTED ESTIMATE TO SAND BLAST AND PAINT A ROAD RAKE	1		0.00	0.0	0.0
2#		WE ARE NOT SETUP TO HANDLE THIS TYPE OF EQUIPMENT....REM	1		0.00	0.0	0.0
3#		NO QUOTE GIVEN....THANKYOU	1		0.00	0.0	0.0
Subtotals ==>					0.00	0.0	0.0

Parts 0.00

GRAND TOTAL \$ 0.00

ADJUSTMENTS:
Deductible 0.00

CUSTOMER PAY \$ 0.00

08/28/2009 at 09:38 AM
11300

Mathews
AUTO BODY
PRELIMINARY ESTIMATE
No Vehicle Specified

Job Number:

If you choose MATHEWS AUTO BODY for your repairs, THANK YOU.
We are committed to uncompromising standards, excellent workmanship and quality materials at a fair price.

MATHEWS AUTO BODY LIFETIME LIMITED WARRANTY

We guarantee all workmanship as long as you own your car. Parts and materials are subject to manufacturer's guarantee. If a problem arises, it is subject to re-inspection. Abuse or mistreatment of the vehicle voids our guarantee. Avoid following vehicles too close, gravel roads, etc...., as rock chips, as a result, are not covered.

AFTER PAINT CARE TIPS

The paint manufacturer recommends NO WAX FOR 90 DAYS. Wax is a sealant and does not allow your new paint to cure properly. Hand wash your car as usual. Clean bird droppings off A.S.A.P. as they WILL damage the finish.

**AUTHORIZATION TO REPAIR & POWER OF ATTORNEY
FOR MATHEWS AUTO BODY**

Estimate of repair: I authorize(d) Mathews Auto Body to estimate and repair my vehicle, unless it is an economic total loss. The estimate of repair includes parts, labor and diagnosis. We are not responsible for loss or damage to your vehicle from fire, theft, accidents, or any cause beyond our control. All tests will be made by our employees at your risk.

Power Of Attorney: I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs to my vehicle which has been released and accepted.

Authorized &

Accepted By: _____

Date: _____

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

CCC Pathways - A product of CCC Information Services Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON :

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE:

Speed Limit on Steele Road

WHEREAS, The Board of County Commissioners of Benton County, Washington in the exercise of a governmental function for and on behalf of said Benton County in the protection of life, health, safety, welfare and convenience of the inhabitants of said County, is desirous of making certain restrictions on the traffic using the County Roads designated below; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated below shall be as follows;

It shall be unlawful for the operator of any vehicle to operate the same in excess of 35 Miles Per Hour on Steele Road from North River Road north to the Old Inland Empire Highway. (Approx. 0.96 miles.)

This resolution shall be effective September 28, 2009.

Dated this 28th day of September, 2009.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest : _____
County Clerk of the Board

Constituting the Board of
Commissioners of Benton County,
Washington.

MJB:NWC:nwc

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	Sept. 28, 2009	Execute Contract :	
Subject :	Speed Limit Res.	Pass Resolution :	X
Prepared by :	NWC	Pass Ordinance :	
Reviewed by :	MJB	Pass Motion :	
		Other :	
		Consent Agenda :	X
		Public Hearing :	
		1st Discussion :	
		2 nd Discussion :	
		Other :	

BACKGROUND INFORMATION

I received a request for speed limit signs on Steele Road from a county resident that lives on Steele Road. She stated that she would like speed limit signs posted in her neighborhood.

This road currently has no posted speed limit, making it 50 MPH. It is residential in nature and serves local traffic only.

Similar roads in the area are posted 35 MPH.

I have received other calls from local residents requesting the 35 MPH speed limit for this area.

SUMMARY

Steele Road is a short rural local access road with residential traffic predominately.

The 85th percentile speed is 33.3 MPH.

Steele Road meets the MUTCD (Manual on Uniform Traffic Control Devices) warrants for a 35 MPH speed limit.

Steele Road is approx. 0.96 miles in length.

RECOMMENDATION

To promote safety on Benton County roads in rural residential areas and be consistent with other roads in the areas adjacent to Steele Road with similar roadway characteristics I would recommend that the Board of Benton County Commissioners establish a speed limit of 35 MPH on Steele Road from North River Road north to the Old Inland Empire Highway (approx. .96 mile).

FISCAL IMPACT

Budgeted routine traffic control device materials and installation.

MOTION

Approval of consent agenda.



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: CE 1918 CRP – WISER PARKWAY AT BNSF RAILROAD;

WHEREAS, it is the intention of the Board of County Commissioners to construct approximately 400 of new alignment for Wiser Parkway; 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 28th 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:LSS

W

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, the Sheriff's department has identified two vehicles that are no longer effective as patrol vehicles (2FAHP71W44X140866, 2004 Ford Crown Victoria, and 2FAHP71W44X140865, 2004 Ford Crown Victoria, see attached letter) and there is no benefit to the county to maintain and operate them as such. Additionally space availability is limited. Therefore the equipment should be declared surplus personal property; and

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

WHEREAS, the Juvenile Justice Center, fund 0115-101, has determined that the vehicles can be of use in their department; and

WHEREAS, the items listed have an estimated value of less than \$2,000; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to maximize use of county assets and the use by the Juvenile Justice Center would be of benefit to Benton County taxpayers; **NOW, THEREFORE,**

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager and Sheriff's Department, the two vehicles (2FAHP71W44X140866, 2004 Ford Crown Victoria, and 2FAHP71W44X140865, 2004 Ford Crown Victoria) are hereby surplus; and

BE IT FURTHER RESOLVED, that the vehicles shall be transferred to the Juvenile Justice Center, fund 0115-101; and

BE IT FURTHER RESOLVED, that the Personal Property Manager shall be authorized to take all action necessary to transfer title of the vehicles to the Juvenile Justice Center.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Juvenile, Aud, Sheriff



OFFICE OF THE SHERIFF BENTON COUNTY, WASHINGTON

LARRY D. TAYLOR, SHERIFF

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

September 22, 2009

Board of Benton County Commissioners
960 Market Street
Prosser, WA 99350

RE: Vehicle Transfer

Dear Commissioners:

It has come to my attention that the Benton-Franklin Juvenile Justice Center is in desperate need of two vehicles for the transportation of juveniles in their custody.

My office has several used patrol cars that have been placed at the County Road Department as surplus equipment to be sent to auction. I have identified two of these surplus cars that are available to be transferred for the Juvenile Justice Center's usage. These two cars are identified as 2004 Ford Crown Victoria patrol cars. The VIN numbers are (1) 2FAHP71W44X140866 license plate 69153-C and (2) 2FAHP71W44X140865 license plate 69152-C.

While these vehicles have reached the end of their life for law enforcement purposes, they will be adequate for the needs of the Juvenile Justice Center. Furthermore, this is a great opportunity to save the taxpayers of Benton County having to purchase new cars.

If there is anything that you feel I need to do to help facilitate this process, please don't hesitate to give me a call.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Larry D. Taylor". The signature is fluid and cursive, with a large initial "L" and "T".

Larry D. Taylor
Sheriff

X

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract <u>XX</u> Pass Resolution <u>XX</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>XX</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: 9/28/09			
SUBJECT: Interagency Agreement with the Administrative Office of the Courts for funding to reimburse the Superior Court for interpreter expenditures			
Prepared By: Pat Austin	Reviewed By:		

BACKGROUND INFORMATION

The Superior Court qualified for an interpreter funding grant from the Administrative Office of the Courts in the amount of \$18,479 for the period of July 1, 2009 - June 30, 2010. Benton County Commissioners will need to authorize entering into an Interagency Agreement with the State Office of Court Administration for reimbursement of qualified interpreter costs consistent with the attached agreement.

SUMMARY

RECOMMENDATION

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign the Interagency Agreement #IAA10218 between the State of Washington Administrative Office of the Courts and Benton County.

FISCAL IMPACT

The State of Washington Administrative Office of the Courts will provide reimbursement to the Benton County Superior Court up to the amount of \$18,479.00 for the term of July 1, 2009 through June 30, 2010.

MOTION

I move to sign Benton County resolution no. _____ and sign Interagency Agreement #IAA10218 with the State of Washington Administrative Office of the Courts for the period of July 1, 2009 through June 30, 2010.

BENTON COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF
BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT
BETWEEN BENTON COUNTY AND THE STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS, and**

**WHEREAS, Patricia Austin, Superior Court Administrator, believes it is in the best interest of the
Superior Court that the Agreement between State of Washington Administrative Office of the Courts
and Benton County be approved as presented for a term commencing July 1, 2009 and terminating on
June 30, 2010, NOW, THEREFORE**

**BE IT RESOLVED, that the Board of Benton County is hereby authorized to sign, on behalf of Benton
County.**

DATED this _____ day of _____, 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

Max Benitz, Chairman of the Board

Leo Bowman, Member

Jim Beaver, Member

ATTEST:

Clerk of the Board

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

INTERAGENCY AGREEMENT IAA10218
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170
and
Benton County

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts ("AOC") and Benton County ("Contractor"), a political subdivision of the State of Washington ("County or City") for the purpose of distributing funds for court interpreter expenses to the Benton County Superior Court.

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. "Certified Interpreter" means an interpreter who is certified by the administrative office of the courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/interpreters.
- b. "Registered Interpreter" means an interpreter who has fulfilled the requirements to be registered by the AOC Court Interpreter Program. This includes passing a written exam and an oral proficiency exam. The names and contact information of registered interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/interpreters.
- c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. "Qualifying event" means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at <http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>:
 - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.

- If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
- If the event was interpreted by a qualified sign language interpreter.

2. PURPOSE

The purpose of this Agreement is to engage the services of the County/City, via the Court, to improve the quality and availability of court interpreter services for Limited English Proficient ("LEP"), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

- a. These funds are intended to address the Court's following needs:
 - Financial need – i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered and qualified interpreters; and
 - Interpreter need – i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's court(s) (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered and qualified interpreters in the applicant's most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a. The Court agrees to actively participate in the new vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data ("ISF Data") reflecting interpreter services and costs. The Court will submit ISF Data representing both qualifying and non-qualifying events.
- b. Electronic data shall be submitted using the online application and instructions found, and incorporated herein by reference, at:
<http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>
- c. The Contractor will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered and qualified interpreters for qualifying events, and pursuant to the Funding Conditions set forth, and incorporated herein by reference, at:
<https://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterServicesFunds>
- d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and

judges), with a view to improving interpreter services and the service infrastructure statewide.

4. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from July 1, 2009 through August 31, 2010.

5. COMPENSATION

- a. The Court shall be reimbursed a maximum of \$18,479 for costs incurred during the period of July 1, 2009 – June 30, 2010. No reimbursement shall be made under this Agreement for interpreting occurring subsequent to June 30, 2010.
- b. The Court shall receive payment for its costs for interpreter services as set forth in Section 3c.
- c. The Court shall not be reimbursed until paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:
 - 1) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between July 1, 2009 and September 30, 2009, must be received by the AOC no later than November 13, 2009.
 - 2) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between October 1, 2009 and December 31, 2009, must be received by the AOC no later than February 15, 2010.
 - 3) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between January 1, 2010 and March 30, 2010, must be received by the AOC no later than May 14, 2010.
 - 4) Paper A-19 invoices and ISF Data reflecting interpreted assignments occurring between April 1, 2010 and June 30, 2010, must be received by the AOC no later than August 13, 2010.
- d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. The Court shall, no more frequently than monthly, submit its paper A-19 invoices to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to AOC Court Services as described in paragraph 3b.

- f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.
- g. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- h. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. ADDITIONAL INTERPRETER DATA

In addition to collecting and submitting to AOC the required ISF Data in order to support its requests for reimbursement as set forth in Section 3b of this Agreement, the Court agrees to document for AOC the amount the Court spent on interpreter services for calendar years 2005 through 2009, and for the first half of calendar year 2010 (through June 30, 2010).

7. LANGUAGE ASSISTANCE PLAN(S)

As a condition of receiving funding under this Agreement, the Court agrees to implement and maintain an AOC-approved Language Assistance Plan.

8. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

9. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to

grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

10. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

12. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

13. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

14. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

16. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. This Agreement; and
3. Any other provisions of the agreement, including materials incorporated by reference.

17. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

18. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

19. SEVERABILITY

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

20. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

<p>AOC Program Manager: Katrin Johnson PO Box 41170 Olympia, WA 98504-1170 (360) 704-4062 Katrin.Johnson@courts.wa.gov</p>	<p>Court Program Manager: Patricia J. Austin Administrator 7122 W Okanogan Pl Kennewick, WA 99336-2359 509-736-3071 Ext 25 pat.austin@co.benton.wa.us</p>
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AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

CONTRACTOR Benton County

Dirk Marler, Director
Judicial Services Division

Date

Date

9:05

AGENDA ITEM	TYPE OF ACTION	
MTG. DATE: September 28, 2009	NEEDED	Consent Agenda
SUBJECT: 2009 Comp Plan Amendments	Execute Contract	Public Hearing X
MEMO DATE: September 23, 2009	Pass Resolution X	1st Discussion
Prepared By: Susan M. Walker	Pass Ordinance	2nd Discussion
Reviewed By: Michael Shuttleworth	Pass Motion X	Other
	Other	

BACKGROUND INFORMATION

Washington State planning law requires continuing review and evaluation of comprehensive plans pursuant to RCW 36.70A.130(1) with revisions and amendments to the Comprehensive Plan considered by the county no more frequently than once every year (RCW 36.70A.130(2)(a)). The 2009 amendment process also included the five-year review of the cities Urban Growth Areas (UGA's). The Board of County Commissioners held a workshop to review the Planning Commission findings and recommendations regarding these amendments on September 14, 2009. A hearing has been scheduled for September 28, 2009 at 9:05 am in the Commissioners Hearing room in Prosser to take final action on the 2009 proposals for Comprehensive Plan Amendments.

The 2009 Amendment Proposals are as follows:

- **CPA 09-01**

SUMMARY

A proposal by William and Nancy Pace to change the land use designation from Heavy Industrial to Rural Lands Five (RL-5) on an 11 acre parcel in the Northeast Quarter of Section 12 Township 5 North, Range 27 East, W.M., lying north of Christie Road approximately one mile west of Plymouth, WA. The purpose of the amendment is to render the land use designation for the parcel consistent with the actual use of the property and with those adjacent.

Land divisions and the construction of homes occurring in the area of the proposed parcel and the adjacent rural lands five acre (RL-5) designated parcels south, have largely pre-empted the realization of the currently designated heavy industrial use. The existing residential use is now the logical "best use" for the parcel, making the proposed amendment's land use designation for the Comprehensive Plan consistent with the reality on the ground. The proposed amendment would not be inconsistent with the Paterson-Plymouth rural planning area of the Comprehensive Plan because: rural residential is a use that is characteristic of other lands in the area; the loss of 11 acres of Heavy Industrial land designation in this area is not significant given that it is already factually unavailable for industrial use; and, there are 1700+ acres of un-compromised industrial acreage designated in the Paterson-Plymouth area.

RECOMMENDATION

The Benton County Planning Commission recommends to the Board of County Commissioners the **APPROVAL of Comprehensive Plan Amendment 09-01** for amendment to the County's Comprehensive Plan.

MOTION

After consideration of the testimony received at the public hearing held on September 28th, 2009, the Board will need to make a motion to adopt, modify, or deny the proposed amendment and either adopt the Planning Commission's recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a resolution that reflects the board's decision and findings to submit back to the Board for adoption.

• **CPA 09-02**

SUMMARY

A proposal by the City of Richland to include 178.36 acres of land into its Urban Growth Boundary (UGA). The proposal was submitted with a Capital Facilities Plan adopted by the Richland City Council, and supplemental information. The proposal site is in Section 11, Township 8N. Range 28 E.W.M., located south of I-82 and west of the Badger Road Interchange on Badger Road. According to the City, the reason for the UGA expansion is not to support future population projections but in order to extend the provision of City utility services to the site.

In Benton County Code, Chapter 16.14, Amendments to the Benton County Comprehensive Plan, cities may seek an amendment of their twenty-year UGA boundary every five (5) years. The five-year cycle coincides with Office of Financial Management's (OFM) five-year statewide updates of the twenty-year population projection. The GMA requires that the setting and amending of these UGAs be completed in a manner consistent with the requirements of specific RCWs, adopted Benton County-wide Planning Policies (BCWPPs), and as required, the 2029 population projections by OFM were used to calculate per capita land use needs.

The required Urban Growth Area Information Spreadsheet provided by the City of Richland on Table 3, page 3, shows a total of 7,408 acres of existing vacant/underdeveloped land designated for various land uses available to accommodate the additional 20-year OFM population projections. Table 3 also shows there is 2,126 acres of lands designated for various land uses in excess of what is needed to accommodate its 2029 OFM Population projection. These numbers do not include the existing vacant and underdeveloped acres shown by the City in its "ATTACHMENT" to the City's Urban Growth Area Information Spreadsheet. The Attachment was used to show lands within the City that were designated for Agriculture and Urban Reserve (+1,271 acres), and the Badger Mountain and Valley View Urban Growth Areas (+2,049 acres) that were received during the 2003 UGA Amendment cycle for which the City states, "have yet to be provided specific land use

designations." The Attachment calculations increase the total number of vacant and underdeveloped land to 10,728 acres. Of the approximately 2,100 acres added during the 2003 UGA amendment cycle, as stated in the City's "Attachment to its Urban Growth Area Information Spreadsheet", 2,049 of those acres remain vacant.

The land proposed by the City for inclusion within its UGA is vacant and undeveloped, with agricultural activities and uses on its southern boundary. There are no improved roads or public facilities to characterize it as having urban growth. The adjacent land immediately north across the I-82 corridor is within Richland's current Urban Growth Area, and is vacant and mostly undeveloped without city services and cannot be characterized as an area containing urban growth.

The Cottonwood UGA Expansion Capital Facilities Analysis (CFP) does not adequately address an inventory of the facilities as required by BCC 16.14.060 and defined by RCW 36.70A.030 (12) as: "Public Facilities" including: streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreation facilities, and schools." The analysis in the CFP does not include the City's inventory of existing facilities, their locations and capacities, or how the new facilities will be funded. The CFP does not identify or show locations of future roads needed to serve the proposal or costs associated, and therefore may not meet the transportation concurrency requirements of RCW36.70A.070 (6)(iv)(b) described as; "concurrent with the development" shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years."

The City's application submittal for enlargement of its UGA does not demonstrate a need for additional lands to accommodate the Office of Financial Management (OFM) 20 year population projection, nor does it show a need for additional commercial or light industrial lands, which is the designation the City states it will apply to the lands that are being requested.

RECOMMENDATION

The Benton County Planning Commission forwarded the proposed amendment to the Board of County Commissioners without a recommendation. Based upon the review and analysis of the City of Richland's application submittal, Planning staff finds that the City does not need additional lands to accommodate population growth and has sufficient land within its existing urban growth area boundary to accommodate twenty years of projected growth, and beyond, and therefore recommends **DENIAL of Comprehensive Plan Amendment 09-02.**

MOTION

After consideration of the testimony received at the public hearing held on September 28th, 2009, the Board will need to make a motion to adopt, modify, or deny the proposed

amendment and either adopt the Planning Commission's recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a resolution that reflects the board's decision and findings to submit back to the Board for adoption.

- **CPA 09-03**

SUMMARY

A proposal by the City of Benton City to include approximately 1,544 acres into its Urban Growth (UGA) Boundary. The proposal includes a Capital Facilities Plan adopted by the Benton City Council. The City states that the intended use for the land is residential, Commercial, Manufacturing/Light Industrial, and Agriculture. The size and nature of the proposed initial boundary was found by the Planning Commission to be problematic and directed the City to develop a more concise and appropriate boundary. There are two separate areas referred to by Benton City as Area A and Area B, ultimately proposed during the Planning Commission hearing process. These refined versions were delineated from the areas contained within the boundaries of their initial UGA submission of 1,544 acres. The proposed areas are identified and shown on maps in Exhibit 26, dated July 30, 2009, as Area A, containing 174.79 acres and Area B containing 290.2 acres.

In Benton County Code, Chapter 16.14, Amendments to the Benton County Comprehensive Plan, cities may seek an amendment of their twenty-year UGA boundary every five (5) years. The five-year cycle coincides with State Office of Financial Management's (OFM) five-year statewide updates of the twenty-year population projection. The GMA requires that the setting and amending of UGAs be completed in a manner consistent with the requirements of specific RCWs, adopted Benton County-wide Planning Policies (BCWPPs), and as required, the 2029 population projections by the (OFM) were used to calculate per capita land use needs.

The City's application submittal, which includes the required Urban Growth Area Information Spreadsheet (as corrected), does not demonstrate the need for additional lands to accommodate its OFM population projections. Benton City has a total of 898.79 acres of vacant or underdeveloped land, equaling 45% of its total land area. According to the Benton County Comprehensive Plan and the Growth Management Hearings Boards, urban density is an average density of 6 dwelling units per acre. Benton City's current density is lower than 1 dwelling unit per acre. Areas within the existing UGA that are vacant or underdeveloped and designated as Residential and Light Industrial are adequate and capable of accommodating the City's 20-year population projection.

A map showing the "Refined" proposal boundaries as presented by Benton City to the Benton County Planning Commission during its hearing process includes two separate areas for inclusion. These areas are referred to as New Area A; and New Area B. and shown in Exhibit E, attached. A consistency review of the two areas concludes the following:

New Area A (containing 304 acres): The land use in this proposal consists of intensive agricultural activities with permanent crops consisting of orchards and vineyards. The planning goals of the GMA are that we conserve and maintain natural resource lands and Growth Management Hearings Boards have ruled in favor of preserving and protecting lands already in intensive agricultural uses. Area A is inconsistent with siting criteria in RCW 36.70A. 110(1 & 3) because the territory is not already characterized by urban growth, nor does it have adequate existing public facilities and services to support urban growth. The average lot size of this area is 34.09 acres, which is considerably lower than the 10 acres deemed appropriate for inclusion. The adjacent land to the east, known as "Kiona" is within the City's current UGA. In Kiona proper are rural densities, no public facilities such as: domestic water and sanitary sewer systems, sidewalks or streetlights, and cannot be described as "urban" in nature or as urban growth.

New Area B (containing 195 acres) Harrison Water Company Area:

The area within this proposal was developed in the late 1970s before the adoption of the Growth Management Act when subdivisions of this nature were allowed in rural areas. Although now considered a grandfathered development, State law no longer allows these types of development densities in rural areas. The Harrison development is a rural enclave, and does not have adequate public facilities. Although, there is domestic water available here, there is no sanitary sewer, sidewalks, street or road lighting systems, parks and recreational facilities, or schools. Approximately 70% of the land or 203 acres proposed within this boundary is north of the I-82 Freeway and 156 of those north of the freeway are within the Red Mountain American Viticulture Area (AVA). The UGA proposal did not consider the Red Mountain AVA Master Site Plan and does not reflect the land uses, trails, and open space designations in the Plan.

Both areas proposed by Benton City for inclusion within its UGA: New Area A and New Area B; are rural, vacant, or undeveloped, and cannot be characterized as having urban growth, nor are they adjacent to territory already characterized by urban growth, as required by RCW 36.70A.110 (1) & (3).

The Capital Facilities Plan (CFP) does not adequately address an inventory of the public facilities as required by BCC 16.14.060 and defined by the RCW 36.70A.030. The definition of "Public Facilities" includes: streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreation facilities and schools. The CFP does not identify or show locations of future roads within Area B needed to serve the areas or the costs associated, therefore, may not meet the transportation concurrency required by RCW36.70A.070 (6)(b) described as; "concurrent with the development" shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years."

RECOMMENDATION

The Benton County Planning Commission recommends to the Board of County Commissioners **DENIAL of Comprehensive Plan Amendment 09-03.**

MOTION

After consideration of the testimony received at the public hearing held on September 28th, 2009, the Board will need to make a motion to adopt, modify, or deny the proposed amendment and either adopt the Planning Commission's recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a resolution that reflects the board's decision and findings to submit back to the Board for adoption.

• CPA 09-04

SUMMARY

A proposal by Harold and Susan Bond to change the Comprehensive Plan land use designation from Rural Lands 5 Acre (RL-5) to General Commercial, on a 6.37 acre parcel located in southwest quarter of Section 15, Township 9 North, Range 27 East W.M., south of I-82, approximately two miles east of Benton City on Jacobs Road. The change is sought to allow a commercial use on the site.

In the County's Comprehensive Plan, the purpose of the general commercial designation is to provide retail goods and services to a regional trade area. These designations in the County are located in two discreet areas where general commercial activity and services historically existed before the GMA. The Comprehensive Plan also states that: "These designations are limited in the unincorporated area because the scale anticipated usually requires municipal services." The goals in the Comprehensive Plan further state (Page 3-16) (Goal 50c): locations for commercial retail and service activity serving urban and regional markets shall be made exclusively within Urban Growth Areas. The Growth Management Act in RCW 36.70A.020 (1) states that the County is to: "encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner." The site proposed is not located in an urban area or an Urban Growth Area. Commercial development serving rural communities is appropriate on commercially designated lands within or adjacent to the rural communities of Finley, Plymouth, Paterson, and Whitstran. Highway commercial development is appropriate for areas designated for such at highway interchanges. Master Planned Resorts and tourist-oriented visitor destinations are appropriate countywide.

The Benton County-wide Policies mirror the policies of the Growth Management Act (GMA) 36.70A.020, and state that the County should encourage development into urban areas where adequate services exist or can be provided in a cost-effective manner; which was discussed in preceding statements; and, to avoid the inappropriate conversion of undeveloped land into low-density development, lacking adequate services, injurious to ground and surface water quality, destructive to the area's agriculture land base, and less

than cost effective relative to public service costs. The placement of general commercial outside an urban growth area where available capital facilities exist creates sprawl or "leapfrog" development, which occurs when new development is sited away from the existing urban area, bypassing vacant parcels located in or closer to the urban area that are suitable for development. The only access to I-82 from the subject parcel is available via Jacobs Road at the Benton City interchange two miles west of the parcel, and the interchange access at Dallas Road six miles east.

The proposed location is not adjacent to property having a similar or compatible designation. The proposal is adjacent to other rural lands five-acre (RL-5) designations to the north, east, and west, and to the south is GMA Agriculture. The surrounding parcels are currently vacant and undeveloped, and to the south in agricultural uses. The land lying north, across I-82, is characterized by rural residential uses and undeveloped lands. This amendment proposes a commercial designation in a rural residential area (RL-5) and may be considered a "spot" zoning, which is illegal under Washington State law. This happens when an irregular or unreasonable zoning action creates a smaller area to be singled out of a zoning district (in this case the Rural Lands Five acre district) and is autonomously zoned for a use classification (general commercial) that is in conflict and inconsistent with the classification of the surrounding adjacent land and not in accordance with the Comprehensive Plan. According to the State of Washington Supreme Court, spot zoning is an arbitrary and unreasonable zoning action by which a smaller area is singled out of a larger area or district and specially zoned for a use classification totally different from, and inconsistent with, the classification of surrounding land and not in accordance with the comprehensive plan. Goal 50d (Page 3-16) states: that commercial activities develop in "nodes" or clusters as opposed to strip-type configurations. By allowing a "spot" zoning designation of general commercial development, we are encouraging strip type commercial development to happen randomly around the County and in this case along I-82 and the Red Mountain AVA view corridor.

The Policies of the Comprehensive Plan require that residential areas and rural character be protected from incompatible land uses. These goals ensure that rural character is preserved and the health and welfare of the surrounding residents are not diminished by more intense uses of the land in the rural lands designations. The parcels in this area are connected by common uses and are also visually connected. The "rural character" expressed by the rural residents during their visioning process for the area is evidenced here by the adjacent large parcel residential areas to the north, east, and west, with the surrounding scenic views and wide-open spaces of the GMA Agricultural District to the south. The nature and intensity of a general commercial activity would be incompatible with the surrounding Rural and GMA Agriculture character.

To ensure the protection of the rural and agriculture lands and the "rural character" that describes this area, we must conform to the adopted goals and policies of the Comprehensive Plan, the Growth Management Act, and the Countywide Planning Policies.

The Comprehensive Plan was created to establish orderly growth. Allowing this amendment change is not in keeping within the objectives of the Comprehensive Plan or the visioning of the residents of the Richland-West Richland Planning area, and would be detrimental to the plan as a guide to direct the long range plans for the County's future land use.

RECOMMENDATION

The Benton County Planning Commission recommends to the Board of County Commissioners **DENIAL of Comprehensive Plan Amendment 09-04.**

MOTION

After consideration of testimony received at the public hearing held on September 28th, 2009, the Board will need to make a motion to adopt, modify, or deny the proposed amendment and either adopt the Planning Commission's recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a resolution that reflects the board's decision and findings to submit back to the Board for adoption.

• CPA 09-05

SUMMARY

A proposal by Kennewick General Hospital Properties and Chuck Barnes to change the land use designation in the Comprehensive Plan from Heavy Industrial (HI) to Rural Lands five Acre (RL-5), on two parcels located in Sections 5 & 6, of Township 7N., Range 31 E.W.M., consisting of approximately 52.13 acres in south Finley previously known as Hover Industrial Park. The change is sought to allow residential development of the site. The Planning staff is recommending that a small parcel containing 2.32 acres owned by Paul Meier located at the southwest corner of the KGH property be included with the proposal to allow the parcel to reflect its current rural residential land use and making it consistent with the rural lands five (RL-5) designations that surround it.

The approximately 52-acre parcel proposed for amendment is vacant and undeveloped with shrub steppe or wetland habitat cover. The industrial use designation was originally designated in the 1966 Benton County Comprehensive Plan and has remained so in subsequent plans up to the current update of the 2006 Comp Plan. During the 2008 Comprehensive Plan amendment cycle, several large parcels (approx. 250 acres) to the east adjoining these parcels were successfully changed from Heavy Industrial to Rural Lands Five acre. The area was previously known as the Hover Park Industrial Area and owned by the Port of Kennewick. Deeming the adjacent property unsuitable for industrial development due to development constraints, the Port relinquished the property several years ago to a private individual.

Heavy industrial designations are applied to suitable lands that have or are in close proximity to attributes essential to industrial activities, such as: relatively flat terrain; large

undeveloped acreages for outside storage and the maneuvering of trucks and rail equipment; rail and water borne transportation access; isolation from high density residential and commercial uses; the presence of power and labor forces; and where activities will not present unmanageable conflicts with other land uses. The inability of the proposed parcels to meet these basic industrial location criteria, and the surrounding rural residential and park designations where industrial activities may present unmanageable conflicts, and the other environmental issues such as the high water table evidenced on the northern boundary of the KGH property, make these parcels unsuitable for industrial development.

The loss of 52 acres of land designated for Heavy Industrial in this area is not significant given that: 1) it is already factually unavailable for industrial use, and 2) there are approximately 1,200 acres of un-compromised industrial acreage designated in the Kennewick-Finley Rural Planning Area.

The proposal furthers the intent of the following goals and policies of the Comprehensive Plan, shown in Chapter Three, pages 3-4 & 5 (Exhibit 3):

Goal 8, To preserve rural lifestyles while accommodating new population growth. Policy A. That overall residential densities within areas designated as Rural Residential shall be low enough to insure the perpetuation of rural lifestyles, which are typically characterized locally by a predominantly open landscape inhabited by households engaged in diverse, second income, and recreational land use activities related to livestock and crop production.

Goal 13, policy G. That existing viable single-family residential areas be protected from incompatible land uses.

The proposed area is rural in character and the activities and uses are consistent with the adjacent rural residential land uses. The adjacent RL-5 designation to the east is vacant and undeveloped and south of the proposal is made up mostly of residential uses and small farms growing alfalfa and row crops. Other adjacent areas to the west are designated GMA Agriculture with large expanses of orchards and vineyards, and to the north Public lands. The allowable density of the rural lands five designation can result in parcel sizes large enough to buffer the adjacent agricultural use and activities.

RECOMMENDATION

The Benton County Planning Commission recommends to the Board of County Commissioners the **APPROVAL of Comprehensive Plan Amendment 09-05** for amendment to the County's Comprehensive Plan.

MOTION

After consideration of testimony received at the public hearing held on September 28th, 2009, the Board will need to make a motion to adopt, modify, or deny the proposed

amendment and either adopt the Planning Commission's Recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a resolution that reflects the board's decision and findings to submit back to the Board for adoption.

- **CPA 09-06**

SUMMARY

The amendments proposed in CPA 09-06 are staff housekeeping edits that update text regarding the completion of the Finley Intertie. The modifications to text are shown in Exhibits 1-3, and will be made in Chapter Five, the Rural Element; and to the transportation maps in Chapter Eight, the Transportation Element.

RECOMMENDATION

The Benton County Planning Commission recommends to the Board of County Commissioners the **APPROVAL of Comprehensive Plan Amendment 09-06** for amendment to the County's Comprehensive Plan.

MOTION

After consideration of testimony received at the public hearing held on September 28th, 2009, the Board will need to make a motion to adopt, modify, or deny the proposed amendment and either adopt the Planning Commission's recommendation and Findings of Fact or develop your own findings of fact with reference to this matter and direct Planning staff to prepare a resolution that reflects the board's decision and findings to submit back to the Board for adoption.

FISCAL IMPACT

No fiscal impacts have been identified regarding these planning proposals.

**BOARD OF COUNTY COMMISSIONERS
EXHIBIT LIST FOR CPA 09-03**

Documents are arranged by sequential date order.

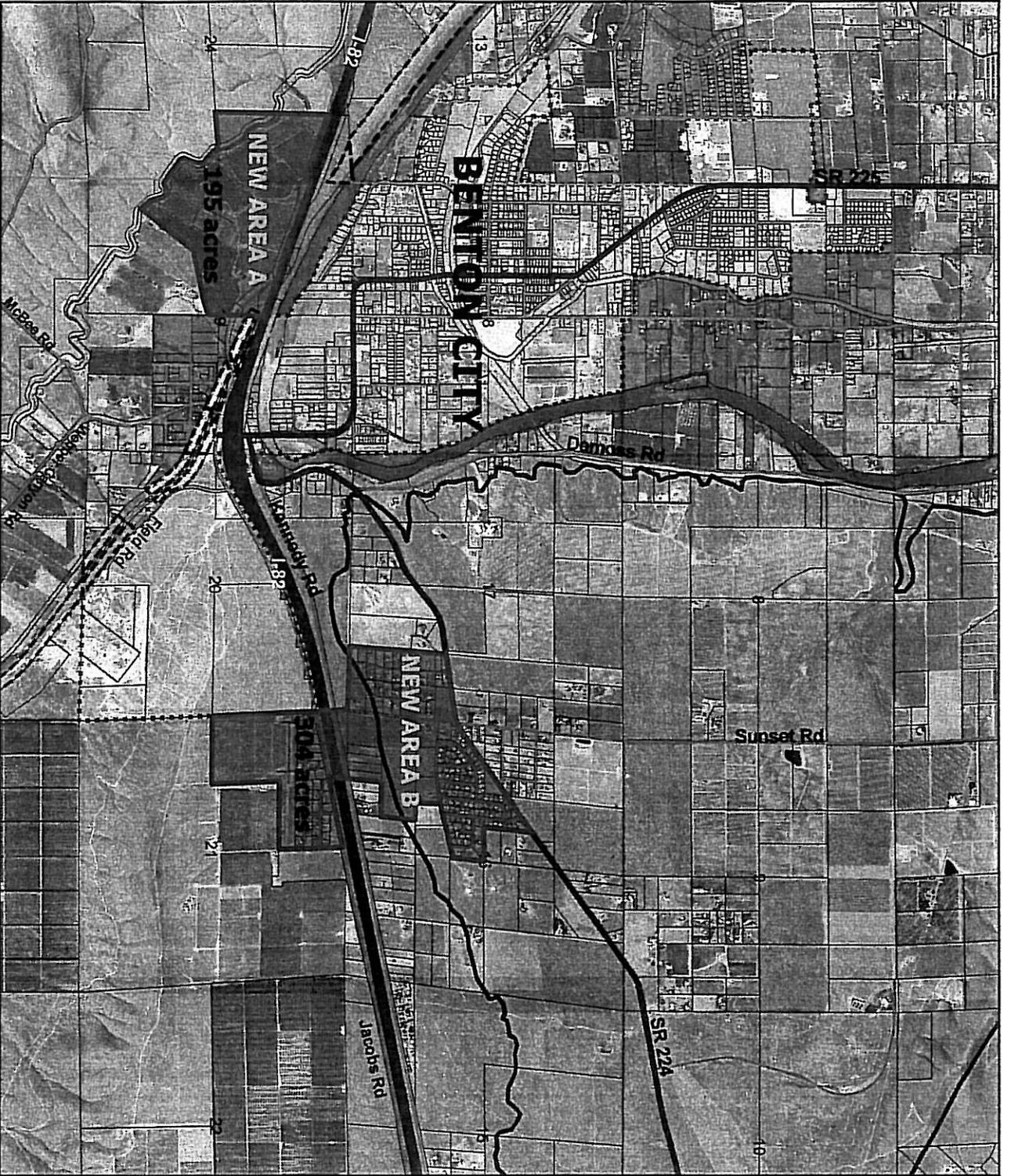
SUBMITTED WITH THE BOCC AGENDA FOR THE HEARING ON SEPTEMBER 28, 2009.

Exhibit E: Aerial Map of Benton City's UGA showing New Area A & New Area B Dated September 22, 2009

SUBMITTED FOR THE WORKSHOP ON SEPTEMBER 14, 2009

Exhibit D: Workshop Memo dated September 3, 2009
Exhibit C: Planning Commission Findings, Conclusions, and Recommendation dated September 2, 2009
Exhibit B: Letter from John Brodeur dated August 18, 2009
Exhibit A: Planning Commission Record which includes the following exhibits:

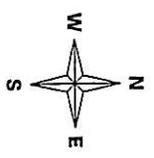
Exhibit No. 1	Staff Review & Analysis dated June 30, 2009
Exhibit No. 2	Benton City's Application dated November 26, 2008
Exhibit No. 3	Benton County Comprehensive Plan
Exhibit No. 4	Corrections to Application Tables
Exhibit No. 5	Land Use Map showing proposed Benton City UGA
Exhibit No. 6	Aerial Site Map
Exhibit No. 7	Benton City Capital Facilities Plan dated November 24, 2008
Exhibit No. 8	Letter from Harrison Water Company dated November 26, 2008
Exhibit No. 9	Letter from Kiona Benton School District dated December 18, 08
Exhibit No. 10	Letter from Ramer Holtan Jr dated December 18, 2008
Exhibit No. 11	Letter from Benton Franklin Health District dated Dec. 31, 08
Exhibit No. 12	Email from Ms. J. Hightower dated January 22, 2009
Exhibit No. 13	Letter from Dept. of Natural Resources dated February 23, 2009
Exhibit No. 14	Letter from Cvar Partnership dated February 23, 2009
Exhibit No. 15	Letter from KID dated February 23, 2009
Exhibit No. 16	Supporting Maps for Exhibit No. 4
Exhibit No. 17	Email from Bruce Hunt dated July 8, 2009
Exhibit No. 18	Letter from Futurewise dated 7-10-09 received 7-13-09
Exhibit No. 19	Email from Vince Panesko dated July 13, 2009
Exhibit No. 20	Site & Aerial map submitted by the City of Benton City - Large wall map
Exhibit No. 21	Land Use Map submitted by the City of Benton City - Large wall map
Exhibit No. 22	Letter from Spink Engineering dated July 14, 2009
Exhibit No. 23	Benton City Economic Development Strategic Plan dated June 2009
Exhibit No. 24	Staff Review and Analysis dated July 31, 2009
Exhibit No. 25	Letter from the Dept. of Community, Trade & Economic Dev. dated 7/21/09
Exhibit No. 26	Revised UGA Proposal by the City of Benton City (Bob Spink Engineering) dated 7/30/09
Exhibit No. 27	Staff Review and Analysis dated August 11, 2009



**COMPREHENSIVE PLAN
AMENDMENT
CPA 09-03
AERIAL MAP OF
URBAN GROWTH AREA
EXPANSION
BENTON CITY**

Date Printed 9/22/09

- Legend**
- CITY LIMITS
 - ▨ EXISTING UGA
 - REVISED UGA PROPOSALS
 - ⊖ RedMountainAVA
 - ⊓ Rail Line
- BENTON COUNTY**
Planning Department



File No. CPA 09-03
 Date 9-23-09
 Staff Exhibit No. 6
 Pro. Exhibit No. _____
 Opp. Exhibit No. _____
 Received by gh

This information was prepared by the Benton County Planning staff for presentation and planning purposes only. Benton County does not accept the liability for the accuracy of any information shown hereon. Any use made of this information is solely at the risk of the user.

10:45

Food Sense Program

Coop - M Ophardt

10:55

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 CURRENT EXPENSE FUND NO. 0000-101, SHERIFF PATROL, DEPT. 121, BUDGET IN THE AMOUNT OF \$38,095

WHEREAS, the Sheriff Patrol has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 121, in the amount of \$38,095 to fund the Sheriff Patrol budget through the Byrne/Justice Assistance Grant; and

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Current Expense Fund No. 0000-101, Sheriff Patrol, Dept. 121, in the amount of \$38,095 be approved per the attached request.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: Current Expense	Fund Number: 0000-101
Dept Name: Sheriff Patrol	Dept Number: 121

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
521.940.3106	Operating Supplies	35,691	38,691
521.940.3501	Small Item-Equipment	2,404	2,404
Total Supplement		\$38,095	

Revenue		
Fund Number	Item Name	Amount
333.16.7103	JAG City of Kennewick	38,095
Total Revenue		\$38,095

Basis for Supplement:

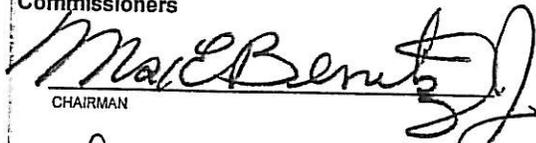
The Benton County Sheriff's Office seeks funds through the Byrne/Justice Assistance Grant (JAG) Program by participating in a joint application with the City of Kennewick and the City of Richland. Interlocal Agreements were approved by the Board of Commissioners to participate in the 2009 JAG (Res 09-436) and the 2009 Recovery Act Byrne/JAG (Res 09-487). This supplement is to fund the Sheriff Patrol budget, department 121 of the Current Expense budget for items outlined in the Interlocal Agreements. The Benton County Sheriff's Office is requesting \$38,095 of the \$48,057 awarded. The rest of the award (\$9,962) was supplemented by line item transfers, which moved funds that remained in Capital Outlay Vehicles because of several savings in outfitting the new patrol vehicles.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners


 CHAIRMAN


 COMMISSIONER


 COMMISSIONER

Approved for Hearing

Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 CURRENT EXPENSE FUND NO. 0000-101, SUPERIOR COURT, DEPT. 123, BUDGET IN THE AMOUNT OF \$50,000

WHEREAS, Superior Court has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 123, in the amount of \$50,000 for professional services for interpreters, civil commitments and GAL programs; and

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Current Expense Fund No. 0000-101, Superior Court, Dept. 123, in the amount of \$50,000 be approved per the attached request.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense**
Dept Name: **Superior Court**

Fund Number: **0000-101**
Dept Number: **123**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.219.4103	Professional Services	50,000	200,000
Total Supplement		\$50,000	

Revenue		
Fund Number	Item Name	Amount
338.12.0005	Superior Court Costs - Washington State	50,000
Total Revenue		\$50,000

Basis for Supplement:

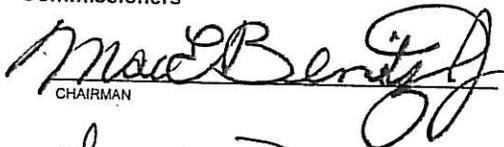
The Professional Services line item for interpreters, civil commitment (sexually violent predator/s) and GALs is depleted due to the mandatory requirements to provide interpreters for court hearings and defense for civil commitment cases. The court has received revenue reimbursement from the State of Washington of off-set some of the expenses through a Language Assistance Grant and civil commitment reimbursement process. \$35,000 was originally projected for the above revenue line item, however, to date \$79,378.40 has been received in reimbursement for civil commitment and interpreter costs alone.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners


CHAIRMAN


COMMISSIONER


COMMISSIONER

Approved for Hearing

Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 CURRENT EXPENSE FUND NO. 0000-101, CORONER OFFICE, DEPT. 109, BUDGET IN THE AMOUNT OF \$30,000

WHEREAS, the Coroner's Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 109, in the amount of \$30,000 for autopsy costs; and

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Current Expense Fund No. 0000-101, Coroner Office, Dept. 109, in the amount of \$30,000 be approved per the attached request.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Current Expense**
 Dept Name: **Coroner**

Fund Number: **0000-101**
 Dept Number: **109**

Request Summary

Expenditure		Item Name	Supplement Amount	Revised Budget
BARS Number				
563.200.4118		Autopsies	\$30,000	\$110,000
Total Supplement			\$30,000	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	\$18,000
336.06.9200	Autopsy Cost Reimbursement	12,000
Total Revenue		\$30,000

Basis for Supplement:
 As of September 1, 2009 the number of autopsies performed is 26% greater than in 2008. From August to December 31 2008 The Coroner's Office performed 29 autopsies. If the need to perform autopsies for the rest of 2009 continues at the same rate I will need the above as a minimal amount of additional funds to cover the autopsy cost. Benton County will receive 40% of autopsy cost reimbursement as revenue income but it will not be received until February of 2010.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 HUMAN SERVICES FUND NO. 0108-101, DEPT. 113, BUDGET IN THE AMOUNT OF \$12,000

WHEREAS, the Human Services Department has requested a supplemental appropriation to Fund No. 0108-101, Dept. 113, in the amount of \$12,000 for a position to perform case management services; and,

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Human Services Fund No. 0108-101, Dept. 113, in the amount of \$12,000 be approved per the attached request.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **HUMAN SERVICES**
Dept Name: **Human Services**

Fund Number: **0108-101**
Dept Number: **113**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
560.110.1576	Systems Analyst II	12,000	12,000
Total Supplement		\$12,000	

Revenue

Fund Number	Item Name	Amount
349.59.0001	Interfund Professional Services	8,000
334.04.6409	Mental Health State Only Funding	4,000
Total Revenue		\$12,000

Basis for Supplement (Attach Documentation as Appropriate):
 Benton County Resolution #09-352 and Franklin County Resolution #2009-210 establish a position and salary grade for a Housing Case Manager to perform case management services for the REACH/HOPWA contract and oversee the mental health transitional living trailers. REACH/HOPWA funds from the Homeless Housing Fund 0154-101 will be used to reimburse the Human Services Fund under Revenue Code 349.59.0001 and mental health funding from GCBH will also be used to partially support this position. Resolution # 09-479 transferred funding from Line 1576 into the Housing Case Manager Line #1782.

Commissioners

Maureen Beatty
CHAIRMAN

Don M. Bauern
COMMISSIONER

James P. Beane
COMMISSIONER

Approved for Hearing
 Denied

Review Notes: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 JUVENILE CENTER FUND NO. 0115-101, DEPT. 171, BUDGET IN THE AMOUNT OF \$35,361

WHEREAS, the Juvenile Center has requested a supplemental appropriation to the Juvenile Center Expense Fund No. 0115-101, Dept. 171, in the amount of \$35,361; and said supplement is for funding for salaries, benefits, supplies and services associated with Juvenile Drug Court funding for last half of 2009; and,

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Juvenile Center Expense Fund No. 0115-101, Dept. 171, in the amount of \$35,361 be approved per the attached request.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioner's Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: Juvenile	Fund Number: 0115-101
Dept Name: Operations	Dept Number: 171

Request Summary

Expenditure		Supplement	Revised Budget
BARS Number	Item Name	Amount	
527.400.1605	Counselor II	\$11,436	\$24,261
527.400.2102	Social Security (FICA)	\$875	\$49,267
527.400.2103	Medical Insurance	\$2,163	\$30,600
527.400.2104	Retirement	\$992	\$2,741
527.400.4101	Legal Services	\$5,196	\$52,120
527.400.4103	Professional Services	\$8,401	\$102,395
527.400.4131	Security	\$2,519	\$58,424
527.400.9108	Administration	\$3,779	\$25,476
Total Supplement		\$35,361	

Revenue

Fund No.	Item Name	Amount
0000-101	Current Expense	\$35,361
397.10.0001	Benton County Portion - 71% - \$25,106	
338.27.0003	Franklin County Portion - 29% - 10,255	
Total Revenue		\$35,361

Basis for Supplement (Attach Documentation as Appropriate):

Juvenile Drug Court funding to replace state dollars for last half of 2009.

Approved for Hearing Denied

Approved for Hearing Denied

Denied

CHAIRMAN

CHAIRMAN

COMMISSIONER

COMMISSIONER

COMMISSIONER

COMMISSIONER

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 NOXIOUS WEED CONTROL FUND NO. 0134-101, DEPT. 000, BUDGET IN THE AMOUNT OF \$19,125

WHEREAS, Noxious Weed Control has requested a supplemental appropriation in the amount of \$19,125; and said supplement is for professional services for the State Department of Ecology; grant entitled "Flowering Rush Control"; and,

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Noxious Weed Control Fund No. 0134-101 in the amount of \$19,125 be approved per attached:

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

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Noxious Weed Control**
Dept Name:

Fund Number: **0134-101**
Dept Number: **000**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
531.601.3106	Operating Supplies	\$300	\$300
531.601.3117	Chemicals	\$600	\$600
531.601.3501	Small Item-Equipment	\$2,000	\$2,000
531.601.4102	Contract Services	\$12,800	\$12,800
531.601.4201	Postage	\$100	\$100
531.601.4301	Travel	\$3,000	\$3,000
531.601.4401	Advertising	\$300	\$300
531.601.4908	Licenses & Special Fees	\$25	\$25
Total Supplement		\$19,125	

Revenue		
Fund Number	Item Name	Amount
334.03.1013	Flowering Rush - Yakima	\$19,125
Total Revenue		\$19,125

Basis for Supplement:

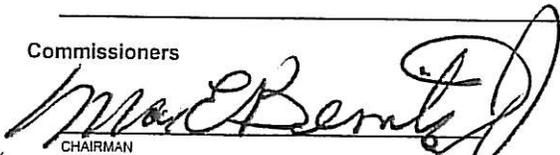
The State Department of Ecology grant's title is "Flowering Rush Control". This is a 3-year grant of \$45,850 with the Benton County Weed Board providing \$6,550 of In-Kind contributions. Flowering Rush, *Butomus embellatus* is a new aquatic Class A noxious weed that is required to be eradicated by State law. It was first reported in the Yakima River by Benton City.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners


CHAIRMAN


COMMISSIONER


COMMISSIONER

Approved for Hearing

Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2009 HOMELESS HOUSING AND ASSISTANCE FUND NO. 0154-101 BUDGET IN THE AMOUNT OF \$150,000

WHEREAS, the Human Services Department has requested a supplemental appropriation to the Homeless Housing and Assistance Fund No. 0154-101, in the amount of \$150,000 for a Housing Program with the Richland Housing Authority; and,

WHEREAS, a public hearing was held on Monday, September 28, 2009, at 10:55 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2009 Homeless Housing and Assistance Fund No. 0154-101, in the amount of \$150,000 be approved per the attached request.

Dated this day of, 2009

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Homeless Housing**
Dept Name:

Fund Number: **0154-101**
Dept Number: **000**

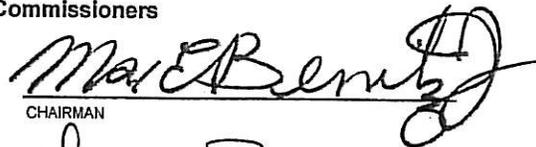
Request Summary

Expenditure BARS Number	Item Name	Supplement Amount	Revised Budget
559.200.5142	Pass Through (Homeless Housing)	150,000	150,000
Total Supplement		\$150,000	

Revenue Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	150,000
Total Revenue		\$150,000

Basis for Supplement (Attach Documentation as Appropriate):
Additional funding is requested in the 0154-101 2009 Budget to allow for payment to the Richland Housing Authority for Agreement #PSA-2009-RHA-00 in the amount of \$150,000. This will provide 436 families (1,744 family members) funding for emergency eviction prevention.

Commissioners


CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: _____

BENTON COUNTY PROSECUTOR
7122 W. Okanogan Place, Bldg. A
Kennewick WA 99336
Telephone: 735-3591 Fax: 736-3066

11:10

RECEIVED
SEP 23 2009
BENTON COUNTY
COMMISSIONERS

TO: Board of County Commissioners
Mr. Max Benitz, Mr. Leo Bowman, and Mr. Jim Beaver

CC: Carrie Huie-Pascua
CC: Joel Chavez
CC: Melina Wenner

FROM: Jonathan Young, Deputy Prosecutor

DATE: September 23, 2009

RE: GRANT AGREEMENT with CTED (now: Department of Commerce)
re: Residential Substance Abuse Treatment Program

I. INTRODUCTION

Attached as is a copy of the proposed Grant Agreement between Benton-Franklin Counties Department of Human Services ("Benton-Franklin DHS") and Washington State Department of Community, Trade and Economic Development ("CTED" now known as "Department of Commerce.") The proposed grant would provide \$59,600 in funding to the Residential Substance Abuse Treatment Program ("RSAT program") operating within the Benton County Jail. The purpose of this memorandum is to outline legal concerns pertaining to this grant agreement.

II. RELEVANT FACTS, TERMS AND CONDITIONS

The primary legal concern arising out of the RSAT Grant Agreement is that the terms of the agreement require Benton-Franklin DHS to provide insurance coverage that is excluded from Benton County's standard insurance policy. In pertinent part, Section 5 of the RSAT Grant Agreement requires DHS to provide insurance coverage:

- protecting CTED against intentional acts or omissions (pg.5, §5, ¶1^{FN1});
- naming the state of Washington as an "additional insured"

(pg.5, §5, ¶2; and pg.6, ¶5: (No. 1 within "Additional Provisions");

- providing coverage for contractual liability (§5, ¶4 (subsection titled: "Commercial General Liability Insurance Policy")); and
- naming CTED as a beneficiary of the insurance policy (pg.6, ¶4(d)(A)).

Benton County maintains insurance coverage through a policy of insurance issued by Washington Counties Risk Pool. Benton County's insurance (a) does not insure intentional acts, (b) is legally prohibited from adding parties as additional insureds, (c) does not insure against contractual liability, and (d) does not name beneficiaries to its insurance policies, which are all terms that are required in this grant agreement.

Melina Wenner has contacted the risk pool to inquire into the possibility of purchasing "rider" coverage for some or all of the above-mentioned provisions. At this time, however, no rider coverage has been obtained.

Additionally, it should be noted that earlier this year, CTED modified its standard insurance requirements on an unrelated matter in order to permit Benton Franklin DHS to satisfy CTED's insurance requirements using the counties' standard insurance policies. The Department of Commerce has been unwilling to extend the same accommodation in the case of the RSAT Grant Agreement.

As a result of the above, the attached RSAT Grant Agreement has not been approved as to form.

IV. EVALUATION

The legal concern in this case is that the RSAT Grant Agreement imposes a legal obligation to provide insurance coverage that, to date, Benton County is unable and unprepared to provide. Without limitation, there are at least two foreseeable consequences that may result in the event that the RSAT Grant Agreement is signed in its current form and without obtaining rider coverage for the required insurance:

First, under Section 24 of the Grant Agreement, failure to comply

¹ Page and paragraph numbers have been added to the attached version of the RSAT Grant for ease of reference.

with terms of the grant agreement could result in termination of the agreement "for cause". In the event that the RSAT Grant Agreement is terminated for cause, the grant funds authorized by this agreement would be subject to recapture (Section 18) and Benton County could be held contractually liable for damages including (a) any cost difference between the original agreement and a subsequent agreement with a replacement agency, and (b) costs (such as competitive bidding, mailing, advertising and staff time) associated with the Department of Commerce entering into a replacement Agreement.

Second, in the event of a loss or occurrence arising out of this agreement in its current form, Benton County could be deemed to have purchased the insurance coverage that the grant agreement prescribes, in essence making Benton County self-insured for the risks specified by Department of Commerce (i.e.: intentional acts and/or contractual liability) up to the anticipated levels of insurance coverage (here, up to one million dollars (\$1,000,000)).

It is the conclusion of counsel that this grant agreement, in its current form, and without the purchase of rider insurance coverage, poses greater risk than can be prudently recommended.

V. RECOMMENDATION

From a legal standpoint, it is recommended that the Board of Commissioners decline to enter into the attached RSAT Grant Agreement due to the risks outlined above.

Attachment:
RSAT Grant Agreement

FACE SHEET

Agreement Number: F09-34022-001

Washington State Department of Community, Trade and Economic Development
 Community Services Division.
 Safe and Drug-Free Communities Unit
RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM

1. Contractor's Name and Address: Benton Franklin Dept of Human Services 7207 West Deschutes Kennewick, WA 99336	2. Contractor Doing Business As (Optional)
--	---

3. Contractor Representative Carrie Huie-Pascua Director (509) 943-9104 (509) 783-5981 carriehp@gov.wa.co.benton-franklin.us	4. CTED Representative Valerie Grigg Devis Program Manager (360) 725-2868 (360) 586-0489 P.O. Box 42525 128 10th Avenue SE Olympia, WA 98504-4000
--	---

5. Contract Amount \$ 59,600.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2009	8. End Date June 30, 2010
---	--	--------------------------------------	-------------------------------------

9. Federal Funds (as applicable) Federal Agency Department of Justice	CFDA Number 16.593
--	-----------------------

10. Contract Purpose
 To provide U.S. Department of Justice, Bureau of Justice Assistance funding to the Department of Correctionsto operate residential substance abuse treatment program for state, and select county prisoners.

CTED, defined as the Department of Community, Trade and Economic Development, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" Statement of Work and Attachment "B" – Budget. Grantee's Application for funding under this program, and the Grantee's Certifications and Assurances required by CTED as pre-requisites for execution of this Agreement.

FOR THE COUNTY

Name: Max Benitz
 Title: Chair, Benton Co. Commissioners
 Date:

Approved as to form:

Benton Co. Prosecutor's Office

Carrie Huie-Pascua, Director

FOR THE DEPARTMENT

Dan McConnon, Assistant Director
 Community Services Division
 Date:

APPROVED AS TO FORM ONLY

Sandra Adix

Sandra Adix
 Assistant Attorney General
 Date: May 8, 2009

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL FUNDS**

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

"This project was supported by Grant No. S10-34022-001 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the the Bureau of Justice Assistance. Grant funds are administered by the Safe and Drug Free Communities Unit, Washington State Department of Community, Trade, and Economic Development."

2. AGREEMENT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Representative for CTED and their contact information are identified on the Face Sheet of this Agreement.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Agreement.

3. COMPENSATION

CTED shall pay an amount not to exceed \$59,600 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with Attachment B.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by CTED as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$59,600, which amount is included in the Agreement total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates

4. BILLING PROCEDURES AND PAYMENT

CTED will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for CTED [not more often than monthly.]

NOTE: Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement etc.



CTED | Community, Trade and
Economic Development

Interagency Agreement with

Benton and Franklin Counties, Department of Human Services

Through

Safe and Drug Free Communities Unit

For Residential Substance Abuse Treatment (RSAT) Program
conducted by Benton and Franklin Counties for prisoners
in local correctional facilities.

Start date: July 1, 2009

Washington State Department of Community, Trade and Economic Development
www.cted.wa.gov

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**SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL FUNDS**

The invoices shall describe and document, to CTED's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement reference number S10-34022-001. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by CTED within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

CTED may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by CTED.

Duplication of Billed Costs

The Contractor shall not bill CTED for services performed under this Agreement, and CTED shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

R 1 The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect CTED should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

R 2 The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. ~~Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy.~~ All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give CTED thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

R 3 The Contractor shall submit to CTED within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

R 4 The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

a. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, ~~including contractual liability,~~ written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

b. **Automobile Liability.** In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

SPECIAL TERMS AND CONDITIONS
INTERAGENCY
FEDERAL FUNDS

- c. **Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.
- d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:
 - A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. ~~Fidelity insurance secured pursuant to this paragraph shall name CTED as beneficiary.~~
 - B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
 - C. The Contractor shall provide, at CTED's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that CTED will be provided thirty (30) days advance written notice of cancellation.

R 5

Additional Provisions:

Above insurance policy shall include the following provisions:

1. ~~Additional Insured. The state of Washington, CTED, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies.~~ All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. Identification. The policy must reference CTED's Agreement number and the State agency name.
3. Insurance Carrier Rating. All insurance and bonds should 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 shall be reviewed and approved by CTED's Risk Manager, or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. Excess Coverage. By requiring insurance herein, CTED does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to CTED in this Agreement.

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Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from CTED, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CTED, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate an/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles

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(GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to CTED a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

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1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "CTED" shall mean the Department of Community, Trade and Economic Development or its successor agency.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of CTED.

5. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

CTED reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to CTED requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

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B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. The Schedule of State Financial Assistance must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying agreement numbers
- Catalog of Federal Domestic Assistance (CFDA) number
- Grantor agreement number
- Total award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by CTED.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Community Trade and Economic Development
ATTN: Audit Review and Resolution Office
906 Columbia Street SW, Fifth Floor
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by CTED.
- Copy of the Management Letter.

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6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Agreement, the Contractor shall attach an explanation to this Agreement.
- C. The Contractor agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by CTED.
- D. The Contractor further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier contractor is unable to certify to any of the statements in this Agreement, such contractor shall attach an explanation to this Agreement.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact CTED for assistance in obtaining a copy of these regulations.

7. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by CTED that is designated as "confidential" by CTED;
 2. All material produced by the Contractor that is designated as "confidential" by CTED; and

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3. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CTED or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide CTED with its policies and procedures on confidentiality. CTED may require changes to such policies and procedures as they apply to this Agreement whenever CTED reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by CTED. Upon request, the Contractor shall immediately return to CTED any Confidential Information that CTED reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify CTED within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

Known or reasonably knowable

8. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by CTED. CTED shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CTED effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to CTED a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to CTED.

The Contractor shall exert all reasonable effort to advise CTED, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide CTED with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. CTED shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

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9. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of CTED, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

10. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state, or federal law related to ethics or conflicts of interest.

11. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

12. INDEMNIFICATION

Contractor's

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, CTED, all other agencies of the State and all officers, agents and employees of the State, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officers.

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Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, ~~the department,~~ the state of Washington, its officers, employees and authorized agents.
CTED

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officers, agents or employees.

13. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or CTED. The Contractor will not hold itself out as or claim to be an officer or employee of CTED or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

14. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

C. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

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Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1969, 12 USC 17001u (See 24 CFR 570.607(b)).

D. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

E. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Internal Revenue Service Rules, August 31, 1990.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

F. Privacy

Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.

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- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

15. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with CTED. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

16. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

17. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Agreement.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Agreement.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.

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- e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Agreement administration to ensure Contractor conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from CTED for using funds from this Agreement to enter into a sole source Agreement or an Agreement where only one bid or proposal is received when value of this Agreement is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

18. RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, CTED reserves the right to recapture funds in an amount to compensate CTED for the noncompliance in addition to any other remedies available at law or in equity.

19. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

20. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, CTED may terminate the Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

21. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

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22. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of CTED.

If CTED approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, CTED in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to CTED if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to CTED for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that CTED and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

23. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

24. TERMINATION FOR CAUSE / SUSPENSION

In event CTED determines that the Contractor failed to comply with any term or condition of this Agreement, CTED may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, CTED upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, CTED may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow CTED to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when CTED determines that the Contractor did not fail to comply with the terms of the Agreement or when CTED determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

25. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, CTED may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, CTED shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

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26. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by CTED, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C. Assign to CTED all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case CTED has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of CTED, and
- D. Preserve and transfer any materials, Agreement deliverables and/or CTED property in the Contractor's possession as directed by CTED.

Upon termination of the Agreement, CTED shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. CTED may withhold any amount due as CTED reasonably determines is necessary to protect CTED against potential loss or liability resulting from the termination. CTED shall pay any withheld amount to the Contractor if CTED later determines that loss or liability will not occur.

The rights and remedies of CTED under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

27. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of CTED.

Scope of Work

The Residential Substance Abuse Treatment Program is fully operational and will provide a therapeutic community with drug treatment, individual and group counseling, cognitive and behavioral modification, educational and vocational programs, and spiritual guidance. The therapeutic community is totally separate from other general population inmates allowing peer support and peer influence, mediated through a variety of group processes, to help individuals learn and assimilate social norms and develop more effective social skills.

A substance abuse treatment program is to be continued in the Benton County Jail using grant funds to support the current therapeutic community that is located in a 12-bed housing unit in the jail with a common dayroom area, within the assigned pod. The entire housing unit is totally segregated from all other general population inmates. A priority of this residential setting is offender supervision and security. These living arrangements provide the segregation necessary so that the "prison culture" does not have as great an impact on recovery. Lourdes Counseling Center subcontracted in July 2009 to operate the RSAT Program in the Benton County Jail.

Recreation areas, treatment (large program room), and office space maintain this segregation and are well suited for an integrated approach to work as a team. Family involvement in the treatment plan is also crucial. In addition to substance abuse treatment and Moral Recognition Therapy (MRT) components, the program includes teaching inmates social, behavioral, and vocational skills to resolve substance abuse problems

The program provides chemical dependency treatment for the residents of the unit as well as other services, which allows risk factors in addition to substance abuse problems to be addressed.

Chemical Dependency Treatment is provided under the DASA guidelines and is delivered over a 12 week period. If the inmate is incarcerated for longer than 12 weeks they will be allowed to continue chemical dependency treatment or move to a trustee pod with continued follow-up care. This is completed within the 12-bed housing unit. This is to allow the inmate to fully complete MRT and attend drug treatment classes at least five days a week. MRT is a cognitive-behavior program designed to assist the offenders in analyzing their life, setting and achieving goals and making decisions at a higher level of moral reasoning. The goal of MRT is to reduce recidivism by increasing pro-social reasoning and behaviors.

Additional components to MRT will be offered for anger management and codependent relationships. Some GED and tutoring, Health and Nutrition classes may be offered as appropriate and available.

The program provides for comprehensive transition planning with connection to resources for housing programs, referral and transfer to continuing chemical dependency treatment as recommended by the chemical dependency counselor, referral to mental health services, employment services and case management as needed, and will:

- Preserve public safety by addressing risk factors;
- Reduce repeated criminal activity (recidivism) among addicted offenders;
- Maintain program utilization at 90% of capacity;
- Increase successful completion of chemical dependency treatment after release through transition to community based services such as DVR, Work Source and Columbia Basin College;
- Increase employment services and self-support of participants;
- Provide instruction and access for inmates to receive their G.E.D.;
- Collaboration with the jail's chaplaincy and all available programs to meet inmate spiritual needs;
- Increasing and improving aftercare and relapse prevention programs;
- Increase jail staff involvement in the program resulting in improved service coordination;

Budget

<u>Proposed Budget</u>	<u>Grants \$</u>	<u>Match \$</u>	<u>Total \$</u>
Salaries	\$46,020	\$26,000	\$ 72,020
Benefits	\$12,885	\$ 7,280	\$ 20,165
Goods and Services	\$ 300	197,835	\$198,135
Travel		\$ 275	\$ 275
Training	\$ 395	\$ 205	\$ 600
GRAND TOTAL	\$ 59,600	231,595	\$ 291,195

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #F09-34022-001 with Washington State Department of Community, Trade and Economic Development, now Department of Commerce	<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 Community, Trade and Economic Development of Washington State, now called Department of Commerce, would like Benton County to continue the Residential Substance Abuse Treatment services in the Benton County Corrections Facility.

SUMMARY

Award: \$59,600.00

Period: July 1, 2009 through June 30, 2010.

Funding Source: Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

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 Contract #F09-34022-001 with the Development of Commerce and to authorize the Chair to sign on behalf of the Board.

RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTION OF A CONTRACT FOR RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT, NOW CALLED DEPARTMENT OF COMMERCE, AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, CONTRACT #F09-34022-001

WHEREAS, the Department of Community, Trade and Economic Development (DCTED) would like to provide funding to continue the Residential Substance Abuse Treatment Services Program in the Benton County Jail; and

WHEREAS, the maximum consideration shall not exceed \$59,600.00; and

WHEREAS, the Agreement shall be effective for the period July 1, 2009 through June 30, 2010; NOW THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accept the proposed agreement; and

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

Dated this day of, 2009.

Chair

Chair Pro Tem

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

Attest:
Clerk of the Board

cc: Human Services

Carey

11:15

Executive Session - Pending Litigation

R Brown