October 5, 2009

THE BOARD OF BENTON COUNTY COMMISSIONERS AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
September 28, 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, Susan Walker, and Valerie Baker, Planning; Steve Becken and Malcolm Bowie, Public Works; DPA Ryan Brown; Carrie Huie-Pascua, Human Services; DPA Jonathan Young.

Approval of Minutes

The Minutes of September 21, 2009 were approved.

Consent Agenda

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

Auditor
a. Change of Precinct Boundaries Within Benton County

Human Services
b. Travel Expense Reimbursements

Juvenile
c. Truancy Contract for Kiona-Benton School District
d. Program Contract Amendment w/St of WA, DSHS, Juvenile Rehabilitation Administration

Office of Public Defense
e. District Court Defense Contract Amendment w/R Swinburnson
f. District Court Defense Contract Amendment w/C Harkins
g. District Court Defense Contract Amendment w/D Hickman
h. District Court Defense Contract Amendment w/M Poland
i. District Court Defense Contract Amendment w/B Anderson
j. District Court Defense Contract Amendment w/J Celski

k. District Court Defense Contract Amendment w/P Younesi
l. Professional Services Agreement w/S Ajax
m. Service Agreement Amendment for Procurement of Haworth Office Furniture; Rescinding Resolution 09-471

Personnel

n. Personal Service Contract w/Western States Insurance Agency, Inc.
o. Personal Service Contract w/JMF & Associates

Public Works

p. Interlocal Agreement w/City of Prosser for Sharing Equipment
q. Interlocal Agreement w/City of Benton City for Use of Solid Waste Brush Bandit
r. Award of Contract for Johnson, Hinzerling & OIEH Intersection to A & B Asphalt, Inc.
s. Authorization to Purchase Tire Chain Parts
t. Authorization to Purchase Complete Repainting of Equipment No. 489
u. Traffic Control on Steele Road
v. Plan Approval for Wiser Parkway at BNSF Railroad

Sheriff

w. Surplus and Transfer of Two Sheriff Vehicles to BF Juvenile Justice Center

Superior Court

x. Interagency Agreement w/State of Washington Administrative Office of the Courts

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

Public Hearing - Comprehensive Plan Amendments

CPA 09-01

Ms. Walker stated that CPA 09-01 was a proposal to change the land use designation from Heavy Industrial to Rural Lands Five to render the land use designation for the parcel consistent with the actual use of the property and with those adjacent. The Planning Commission and the Planning staff recommended approval of the amendment.

The following exhibit was entered into the record:

Exhibit D: Fax from ArgriNorthwest dated September 25, 2009

Proponents

Nancy Pace, applicant, said they wanted to change the designation in case there was ever a fire. As it was currently zoned, they would not be able to rebuild their home.

Opponents

Tom Mackay, general manager for AgriNorthwest, said the property was surrounded by industrial and changing the designation would leave it open for unhappy neighbors in the future. He said it would be a mistake to change designations in that area.

Commissioner Bowman asked if the buffer between the Industrial and RL-5 would be large enough. Mr. Shuttleworth said most of the industries run 24 hours a day and seem to be compatible with RL-5 next to Industrial.

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

MOTION: Commissioner Beaver moved to approve CPA 09-01 and adopt the Planning Commission's findings of fact. Commissioner Bowman seconded.

Discussion

Commissioner Bowman said the designation of Heavy Industrial put the house in peril if there was ever a fire.

Upon vote, the motion carried.

CPA 09-02

Ms. Walker said the City of Richland submitted a proposal to include 178.36 acres of land into the Urban Growth Boundary (UGA). The Planning Commission forwarded the proposed amendment to the Board without a recommendation. Based upon the review and analysis of the City of Richland's application submittal, the Planning staff found that the City did not need additional lands to accommodate population growth and has sufficient land within its existing urban growth area boundary to accommodate 20 years of projected growth and beyond and recommended denial of the amendment.

Proponents

Rick Simon, Development Services for City of Richland, said under county zoning it was designated as light commercial and industrial and the question was if the city could extend water and sewer to more fully accommodate that area. He said with the public school being built, it was an area that should be served by city services. In response to a question by Commissioner Beaver, he said they currently have an agreement with the City of Kennewick to share services.

John Ziobro, attorney, discussed the land capacity and whether they could justify adding land. He requested the Board take into consideration OFM projections and patterns of development. He said this property was already developed and was in close proximity to service. He suggested there were two areas that were eating up Richland's capacity: the Hanford area artificially inflated the UGA and should not be considered and the Dallas Road area. He said that Dallas Road was not growing and these were large areas of inventory where growth was not likely to occur. He requested the Board take these factors into consideration.

Curtis Wiser, Kennewick said there were two on-off ramps on I-82 that had potential for development: Badger and Dallas Road and Dallas Road was not developing. He said that Richland had brought the utilities down and all they had to do was get it across the highway. He

said they were asking for help to make this the best they could by providing city water and sewer and they could not develop the commercial and those kinds of things without the city services.

Lauren Combs, said he represented the owners of the 1600 acres in the City of Richland's UGA on Dallas Road. He said that negotiations were going forward and they hoped to start turning dirt in 2011. He said he was in favor of this amendment because if the Board approved it, he wanted the Board to expand the UGA on the south side of the freeway at Dallas Road and be fair to all.

Judy Homewood, commercial realtor with Coldwell Banker, said she had been working with the Wiser family about prospective buyers and they wanted city sewer and city water. She said it would make a big difference in the speed of development and quality of development and a septic would not work for many prospective buyers. She stated it could bring a lot of employment because everyone's question was when the utilities would be in.

Opponents

Vince Panesko, Richland, said he opposed the expansion because it did not meet the requirements of RCW 36.78.10 for expanding UGA's and made it subject to challenge before the Growth Board. He said there was no shortage of land in the current UGA. He said the Board previously stated it wanted to protect the rural areas south of the freeway and if this was approved, they were making a change and some would be receiving special treatment. He said that no one else had one-acre lots and no one else had urban utilities.

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

Commissioner Bowman said it would seem the GMA was there to protect the agriculture and this area was designated as agriculture and light industrial. He wondered why they went to the trouble to make it industrial but limited the ability to build industrial.

Commissioner Beaver said he didn't see a lot of farms in that subdivision but there were a lot of houses. He indicated the City of Richland and City of Kennewick were right at that interchange, everything was in place, and it was happening right now. He said there was a problem when development started occurring and they didn't amend the Comprehensive Plan.

Susan Walker said the Comprehensive Plan was supposed to drive the planning but there were things happening where the planning wasn't intended. She said the GMA requires the planning first (the cities have to do their own planning). Ms. Walker suggested the County look at some holding areas for urban use.

MOTION: Commissioner Bowman moved to approve CPA 09-02 and develop its own findings of fact. Commissioner Beaver seconded and upon vote, the motion carried with Chairman Benitz opposing.

CPA 09-03

The following exhibits were entered into the record:

Exhibit F: Outline from Spink Engineering dated September 25, 2009
Exhibit G: Transmittal listing objections to Planning Commission recommendation from Spink Engineering dated September 25, 2009
Exhibit H: Letter from Kerr Law Group dated September 25, 2009

A proposal by the City of Benton City to include two areas (A-304 acres) and (B-195 acres) into its Urban Growth Area. Both areas proposed for inclusion could not be characterized as having urban growth, nor were they adjacent to territory already characterized by urban growth. The Planning Commission and Planning Staff recommended denial of CPA 09-03.

Proponents

Leland Kerr, attorney for City of Benton City, said this was their chance to jump out ahead instead of lag behind. He stated that Area A was immediately adjacent to Kiona (characterized by urban development) and there were utilities at the edge of Area A. He said that Area B should either be contained or be allowed to have area providers service it. He indicated the Legislature was stating they could include medical, industrial and other densities along with residential densities in the total density.

Bob Spink, Spink Engineering, said they were really asking for 35 acres less than what was shown. He indicated this area was urban and they were ready to serve the area.

Mayor Carnahan said they had tried to get into the urban growth area north of Benton City (Area A); the property owners requested to be in the UGA so they could annex into the city. He said if development continued, there would not be any UGA left.

Randy Rutledge, Economic Development Coordinator, said the Consultant Study indicated the key areas of growth were in that intersection. He said there were a number of folks that wanted Area A and it was a prime site for housing a hotel and agritourism (right off the freeway and could be a prime area for Red Mountain).

Tom Harrison, owner of subdivision in Area B, said it was cost prohibitive to put in septic with all the restrictions and was in favor of the application.

Heather Duncan, Benton City EDC, said she was in favor of the proposal. She indicated that Area B already expressed urban character and the population was already happening there. Area A was ideally suited for location of a hotel and tourism designation. She said that inclusion into the UGA was vital for Benton City to reach its maximum potential and this would bring this area closer to other areas in the County.

Opponents

Vince Panesko said he was opposed due to the growth management compliance and interference with the AVA this proposal suggested. He said he owned parts of an interchange on I-5 and there were hot interchanges and not so hot interchanges. He talked about an interchange that had two restaurants and three gas stations (now one struggling restaurant and one closed station) and

there were hundreds of thousands of cars that pass this interchange every day. He said there was a fraction of the traffic on I-82 as there was on I-5 and the development here on these interchanges was going to happen very slowly. He said it would be difficult to find investors and banks that would provide financing. He stated the Growth Management Act was a law and these expansions didn't meet the requirements. He said the County should either change the Comp. Plan or disapprove the request. He further noted a statement in the AVA site plan that said the vision was to preserve the rural area of the AVA that visitors find appealing.

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

Commissioner Bowman said it sounded like they needed a Comp. Plan change. He said that Benton City was a rural community, but their vision was to urbanize and he didn't know if it was Area A or Area B, but he couldn't say no.

Commissioner Beaver suggested the County have a planning workshop. He said the County needed encourage the communities in Benton County and support them to develop and move forward. He said the County needed the economic development and if some form of growth did not occur then it would be a downward spiral.

MOTION: Commissioner Bowman moved to adopt the proposed CPA 09-03 as modified and develop findings and conclusions. Commissioner Beaver seconded.

Discussion

Chairman Benitz said he believed that Area A was still agricultural land.

Upon vote, the motion carried with Chairman Benitz opposing.

The Board briefly recessed, reconvening at 10:51 a.m.

CPA 09-04

A proposal by Harold and Susan Bond to change the land use designation from Rural Lands 5 to General Commercial on a 6.37-acre parcel. The Planning Commission and Planning Staff recommended denial of the application.

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

MOTION: Commissioner Beaver moved to deny CPA 09-04. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

CPA 09-05

A proposal by Kennewick General Hospital and Chuck Barnes to change the land use designation from Heavy Industrial to Rural Lands five. The Planning Commission recommended approval.

Proponents

James Wade, Everstar Realty, thanked the Planning Department for its help and spoke in favor.

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

MOTION: Commissioner Bowman moved to approve CPA 09-05 and adopt the Planning Commission's findings of fact. Commissioner Beaver seconded and upon vote, the motion carried.

CPA 09-06

Ms. Walker said the proposed amendments were "housekeeping" edits to update text. The Planning Commission recommended approval.

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

MOTION: Commissioner Beaver moved to approve CPA 09-06 and adopt the Planning Commission's findings of fact. Commissioner Bowman seconded and upon vote, the motion carried.

The Public Hearings were continued to October 26, 2009 at 9:20 a.m. to approve the resolutions and findings of fact.

Food Sense Program

Marianne Ophardt and Lizann Powers-Hammond updated the Board on the Food Sense Program and said they were hiring two new educators with matched USDA funds. The program was designed to educate the low-income population on nutrition.

Public Hearing – Supplemental Appropriations

Linda Ivey presented the following supplemental requests for public hearing:

2009 Current Expense, Sheriff Patrol, Byrne/Justice Assistance Grant, $38,095

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Current Expense, Sheriff's Patrol budget, Dept. 121 in the amount of $38,095. Commissioner Beaver seconded and upon vote, the motion carried.

2009 Current Expense, Superior Court, professional services, $50,000

Pat Austin via/videoconference, spoke in favor.

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Current Expense, Superior Court budget, Dept. 123 in the amount of $50,000. Commissioner Bowman seconded and upon vote, the motion carried.

2009 Current Expense, Coroner Office, autopsy costs, $30,000

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Current Expense, Coroner Office budget, Dept. 109 in the amount of $30,000. Commissioner Bowman seconded and upon vote, the motion carried.

2009 Human Services Fund, Dept. 113, case management services position, $12,000

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Human Services Fund, Dept. 113 in the amount of $12,000. Commissioner Beaver seconded and upon vote, the motion carried.

2009 Juvenile Center Fund, Dept. 171, Juvenile Drug Court funding, $35,361

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Juvenile Center Fund, Dept. 171 in the amount of $35,361. Commissioner Bowman seconded and upon vote, the motion carried.

2009 Noxious Weed Control Fund, professional services, $19,125

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

MOTION: Commissioner Bowman moved to approve the supplemental appropriation to the 2009 Noxious Weed Control Fund in the amount of $19,125. Commissioner Beaver seconded and upon vote, the motion carried.

2009 Homeless Housing and Assistance Fund, housing program, $150,000

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

MOTION: Commissioner Beaver moved to approve the supplemental appropriation to the 2009 Homeless Housing and Assistance Fund in the amount of $150,000. Commissioner Bowman seconded and upon vote, the motion carried.

Grant Agreement w/CTED

Jonathan Young, DPA, discussed his legal concerns pertaining to the grant agreement. He recommended the Board approve the agreement, conditioned upon striking the language requiring Human Services to provide insurance coverage excluded from Benton County's standard insurance policy.

Carrie Huie-Pascua recommended the Board move forward with the conditions recommended by Mr. Young.

MOTION: Commissioner Bowman moved to approve the 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 Human Services, conditioned upon the agreement to strike the language as recommended by DPA Jonathan Young. Commissioner Beaver seconded and upon vote, the motion carried.

Executive Session – Pending Litigation

The Board went into executive session with DPA Ryan Brown at 11:17 a.m. for approximately 10 minutes to discuss pending litigation. Also present were David Sparks, Cami McKenzie, Susan Walker, Mike Shuttleworth, Melina Wenner, and Loretta Smith Kelty. The Board came out at 11:25 a.m. Mr. Brown stated the Board was going back into executive session for another 10 minutes. The Board came out of executive session at 11:32 a.m. Mr. Brown announced no action was taken.

Vouchers

Check Date: 9/18/2009
Warrant #: 933338-933567
Total all funds: $1,062,205.38

Check Date: 9/25/2009
Warrant #: 934062-934320
Taxes #: 01010909
Total all funds: $769,930.92

Check Date: 9/25/2009
Warrant #: 934321-934589
Total all funds: $6,533.96

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

Resolutions

09-634	Change of Precinct Boundaries Within Benton County
09-635	Truancy Contract for Kiona-Benton School District

09-636 Program Contract Amendment w/St of WA, DSHS, Juvenile Rehabilitation Administration
09-637 District Court Defense Contract Amendment w/R Swinburnson
09-638 District Court Defense Contract Amendment w/C Harkins
09-639 District Court Defense Contract Amendment w/D Hickman
09-640 District Court Defense Contract Amendment w/M Poland
09-641 District Court Defense Contract Amendment w/B Anderson
09-642 District Court Defense Contract Amendment w/J Celski
09-643 District Court Defense Contract Amendment w/P Younesi
09-644 Professional Services Agreement w/S Ajax
09-645 Service Agreement Amendment for Procurement of Haworth Office Furniture; Rescinding Resolution 09-471
09-646 Personal Service Contract w/Western States Insurance Agency, Inc.
09-647 Personal Service Contract w/JMF & Associates
09-648 Interlocal Agreement w/City of Prosser for Sharing Equipment
09-649 Interlocal Agreement w/City of Benton City for Use of Solid Waste Brush Bandit
09-650 Award of Contract for Johnson, Hinzerling & OIEH Intersection to A & B Asphalt, Inc.
09-651 Authorization to Purchase Tire Chain Parts
09-652 Authorization to Purchase Complete Repainting of Equipment No. 489
09-653 Traffic Control on Steele Road
09-654 Plan Approval for Wiser Parkway at BNSF Railroad
09-655 Surplus and Transfer of Two Sheriff Vehicles to BF Juvenile Justice Center
09-656 Interagency Agreement w/State of Washington Administrative Office of the Courts
09-657 Supplemental Appropriation – Current Expense, Sheriff Patrol, $38,095
09-658 Supplemental Appropriation – Current Expense, Superior Court, $50,000
09-659 Supplemental Appropriation – Current Expense, Coroner, $30,000
09-660 Supplemental Appropriation – Human Services, $12,000
09-661 Supplemental Appropriation – Juvenile Center, $35,361
09-662 Supplemental Appropriation – Noxious Weed Control, $19,125
09-663 Supplemental Appropriation – Homeless Housing & Assistance, $150,000
09-664 Contract for Residential Substance Abuse Between Human Services and Department of Commerce

There being no further business before the Board, the meeting adjourned at approximately 11:32 a.m.

Clerk of the Board

Chairman

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

Board of County Commissioners
BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

October 5, 2009

Sue Grinnell, Office Director
Community Wellness and Prevention
Division of Community and Family Health
Washington State Department of Health
PO Box 47839
Olympia, WA 98504-7839

Dear Ms. Grinnell:

The Board of Benton County Commissioners is pleased to lend their support to the Benton Franklin Health District and the Benton Franklin Community Health Alliance in their application to become one of the small cities selected by the Washington State Department of Health to participate in the *Communities Putting Prevention to Work* Initiative.

As members of the local Board of Health, we are keenly aware that poor nutrition and inadequate physical activity, with resultant overweight/obesity, are key risk factors contributing to four of the five leading causes of death in our counties, and that the economic consequences of related chronic diseases are profound. We wholeheartedly support the implementation of high-impact, broad-reaching strategies that will promote good nutrition and physical activity in our schools, and in our community at large, thereby improving the health of our citizens and reducing the local burden of chronic disease.

The Board of Benton County Commissioners look forward to collaborating with the Health District, the Alliance, and the State in this effort, and sincerely hope that you will select our community as one of your sites.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Max E. Benitz, Jr.
Chairman

P.O. Box 190, Prosser, WA 99350-0190; Phone (509) 786-5600 or (509) 736-3080, Fax (509) 786-5625
commissioners@co.benton.wa.us

Benton-Franklin
Community Health Alliance

7102 W Okanogan Place • Kennewick, WA 99336
509 460-4584 • (Fax) 509 460-4590
www.bfcha.org *www.healthcareworx.org*

October 5, 2009

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

Dear Commissioners,

As you are aware, the Benton Franklin Health District, in partnership with the Benton Franklin Community Health Alliance, is applying for a *Communities Putting Prevention to Work* ARRA grant. The grant amount is $3 to $8 million. Funding will be distributed over two years and will be shared by the state and two designated small city/rural sites. We are writing to request your written support as we apply to be one of two sites selected by the Washington State Department of Health.

In the United States today, seven of ten deaths, and the vast majority of serious illness, disability, and health care costs, are caused by largely preventable chronic conditions such as diabetes and cardiovascular disease. According to recent estimates, the health needs of individuals with chronic conditions account for more than 75% of health care expenditures in our nation. Obesity, inadequate physical activity, and poor nutrition are key risk factors contributing to the nation's leading causes of death, and to four of the five leading causes of death in Benton and Franklin counties (heart disease, stroke, diabetes, and cancer).

The *Communities Putting Prevention to Work* Initiative aims to create healthier communities and to reduce the burden of chronic disease through high-impact, broad-reaching, policy, environmental, and systems changes promoting good nutrition and physical activity. Specific measureable objectives of the initiative include: stabilization of, or reduction in, the prevalence of overweight/obesity among youth and adults; an increase in the percentage of youth and adults meeting Physical Activity Guidelines; a reduction in the consumption of sugar-sweetened beverages among high school students and adults; and an increase in the percentage of youth and adults consuming a heart-healthy diet based on the USDA's Healthy Eating Index (HEI).

The demonstration of support from local community governments and school districts is essential to selection by the State Department of Health as a designated small city for the purposes of the grant application. Letters of support must accompany our Letter of Intent. Enclosed you will find a sample letter of support. Please modify and customize this letter as you see fit and return your letter to me by Wednesday, October 7 at my office address above.

I apologize, again, for the short notice. Please feel free to contact me by cell phone 521-5600 or by email (bdubois@bfcha.org) if you have any questions. Thank you very much for your assistance in this endeavor. I will keep you apprised of the outcome of our application.

Sincerely,

Brooke

Larry Jecha, M.D., President, Alliance Board of Directors
Brooke DuBois, Executive Director

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	October 5, 2009	Execute Contract	____	Consent Agenda	XXX
Subject:	Mosquito Appointment	Pass Resolution	XXX	Public Hearing	____
Prepared by:	Marilu Flores	Pass Ordinance	____	1st Discussion	____
Reviewed by:	L Smith Kelty	Pass Motion	____	2nd Discussion	____
		Other	____	Other	____

BACKGROUND INFORMATION

The Commissioners' Office was notified that there was a vacancy within the Mosquito Control District Board and appointment is done by the Board of County Commissioners. Advertisement was made in the Tri City Herald as well as the Prosser Record Bulletin.

The Commissioners' Office received only one application for appointment. Attached for Board review is Scott M Tingey's application packet requesting appointment to the Benton County Mosquito Control District Board.

SUMMARY

A vacancy exists within the Benton County Mosquito Control District Board, Position 1, which needs to be filled.

RECOMMENDATION

That the Commissioners review the attached application of Mr. Scott Tingey and appoint Mr. Tingey, if applicable, to fill the current vacancy.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT TO THE BENTON COUNTY MOSQUITO CONTROL BOARD

WHEREAS, there is currently a vacancy on the Benton County Mosquito Control Board representing Benton County Commissioner District No. 1; and

WHEREAS, Scott M. Tingey, a resident of the City of Richland has expressed an interest in filling the vacant seat; and

WHEREAS, the Board of Benton County Commissioners desires to appoint Mr. Scott M. Tingey to fill the unexpired term to the Benton County Mosquito Control Board; **NOW, THEREFORE,**

BE IT RESOLVED that Scott M. Tingey is hereby appointed to the Benton County Mosquito Control Board, said term expiring on December 31, 2010.

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: Mosquito Control Board; Scott Tingey; file

Flores

C

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR A COPIER FROM XEROX CORPORATION FOR BENTON COUNTY DISTRICT COURT PROBATION.

WHEREAS, the Benton County District Court Probation has a need for a multi-function copier and printer to support its staff.

WHEREAS, District Court Probation has researched the copiers available through Washington State Contract #03706 which provides copier leases to local government agencies on very favorable terms and at very competitive rates;

WHEREAS, after reviewing the available makes and models, it has been determined that Xerox Model W5655PT best meets the needs of the Benton County District Court Probation .

NOW THEREFORE,

BE IT RESOLVED, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the Lease Agreement with Xerox, Corporation, incorporating the terms of Washington State Contract #03706 in the lease of one (1) Model W5655PT multi-function copier/printer for a period of 48 months at the rate of $152.22 per month with all supplies and consumables included.

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: Original-Benton County
Copy-Benton County District Court and District Court Probation, Rosemary Ozuna

LEASE/PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

PURCHASE REFERENCE No. _____
This order number should appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Xerox Corp., 6400 Southcenter Blvd., Tukwila, WA 98188-2547
VENDOR CODE: (Fed. Tax ID) 16-0468020
VENDOR CONTACT: Sally Salzberg
VENDOR CONTACT PHONE: (206)241-1275
TYPE OF LEASE: Copy machine lease per WA State Contract #03706. Single invoice for both operating lease and overages.

AGREEMENT: In exchange for the consideration identified herein, Vendor agrees to provide the listed office equipment to Benton County under the terms described within this Agreement and WA State Contract #03706.

SHIP TO:	BILL TO:	REMIT TO:
Benton County Dist. Court Probation Dept. Bldg. A 7122 W. Okanogan Place Kennewick, WA 99336-2359	Benton County Dist. Court Probation Dept. Bldg. A 7122 W. Okanogan Pl. Kennewick, WA 99336-2359	Xerox Corp. PO Box 7405 Pasadena, CA 91109-7405

P.O. DATE:	
Delivery Date:	10/15/09

Line	Model	Description	Term	Unit Price	Total Price
1	Xerox W5655PT	Lease of Xerox W5655Pt copier per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: N/A. Cost per BW copy: $0.0062.	48 Months	$132.72	$132.72
2	Xerox W5655PT	OFC50FIN-Office Finisher per Washington State Contract #03706.	48 Months	$11.13	$11.13
3	Xerox W5655PT	EMFAX1-embedded Fax 1 line with LAN fax per Washington State Contract #03706.	48 Months	$8.37	$8.37

Trade in of Xerox CC245 s/n UTV802111, Request install date of 10/15/09, final payment #49

The term of this Agreement shall be 48 months:

Beg: 11 /15 /09 through: 11 /14 /13

SUB TOTAL =	$152.22
8.6% SALES TAX =	na
TOTAL ORDER =	$152.22

This Lease/Purchase Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Addendum A).

Vendor's signature on this Lease/Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03706
2. This Lease/Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Jacki Lahtinen, Benton Co. Dist. Ct.
Title: Administrator
Address: Bldg. A, 7122 W. Okanogan Pl., Kennewick WA 99336
Phone: (509) 735-8476 ext 3255
Fax: (509) 736-3069

Approved as to Form
(Deputy Prosecutor): Ryan R Brown, DPA 9/24/09

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Xerox Corporation Title: Acct. General Manager Date: 9/22/09

Michelle Yoshino

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

d

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND WASHINGTON COLLECTORS FOR COLLECTION SERVICES.

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the Collection Services Agreement between Washington Collectors and Benton County District Court be approved as presented for a term commencing January 1, 2010 and terminating on December 31, 2010, **NOW, TEREFORE**

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

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: J. Lahtinen District Court, AOC state of Washington, Auditor

COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington ("County") and WASHINGTON COLLECTORS TRI-CITIES, INC., a Washington corporation ("Collectors").

WITNESSETH:

WHEREAS, the Benton County District Court is a court of limited jurisdiction pursuant to Title 3 RCW; and

WHEREAS, the District Court has criminal jurisdiction to impose fines of up to five thousand dollars ($5,000.00) and to assess court costs and costs of prosecution; and

WHEREAS, some criminal defendants, traffic offenders and persons committing infractions have failed to pay part or all of their fines, costs and assessments, thereby placing a great burden on the administration of the criminal justice system in Benton County; and

WHEREAS, RCW 3.02.045 and RCW 19.16.500 authorize the use of collection agencies by courts of limited jurisdiction for purposes of collecting unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the courts; and

WHEREAS, Washington Collectors Tri-Cities, Inc., is a licensed collection agency pursuant to the provisions of Chapter 19.16 RCW; and

WHEREAS, the parties have worked successfully together for a number of years, and

WHEREAS, the Board of County Commissioners has determined that the public interest of obtaining services of the highest quality at the lowest cost is best served by entering into this Agreement,

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

1. **TERM**. This Agreement shall commence January 1, 2010 and terminate on December 31, 2010, unless extended by mutually executed amendment to this Agreement.

2. **SCOPE OF SERVICES**. Collectors shall do all work and furnish all equipment, labor and materials necessary to collect unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the Benton County District Court as required under this Agreement.

3. **SERVICES TO BE PERFORMED**. Collectors shall provide the following services as directed by the District Court Administrator:

a. Provide collections personnel to stamp Collectors' case number on District Court pre-pre collection accounts at the District Court Office.

b. Provide collections personnel to come to District Court and make copies of all pre-pre collect cases. Enter the information off of these case copies into the collection computer at the collections office in a pre-determined timely fashion as directed by the District Court Administrator.

c. Furnish the District Court Administrator a computer printout listing new accounts by the end of the business day following entry.

d. Provide the District Court Administrator an alphabetized list of pre-collection accounts by debtors' names, which include Court case numbers, agency case numbers, amounts owed, and total amounts owed.

e. Furnish all stationery, forms, envelopes, and postage required to provide collection services.

f. Prepare and process thirty (30) day notice forms and sort and mark mail returns and forwarding addresses. Collectors shall use a post office box for District Court pre-collection accounts separate from its other post office box(es).

g. Forward to District Court any payments received by Collectors on cases in the pre-collection status for posting of such payments by District Court.

h. Transfer accounts into regular collection accounts and provide acknowledgment printout listings in alphabetical order by debtor' names and by District Court agency division with Court cases numbers, agency case numbers, amounts collected, and balance still owing.

i. Mail collection notices as well as make direct contacts by trained collections staff in a manner as allowed by Washington law.

j. Advance legal costs and have such attorneys on retainer as are required.

k. Pay District Court on a monthly basis no later than the fifth (5th) day of each month and submit a complete accounting to the District Court Administrator of the Court case numbers, amounts collected, and balances still owing.

l. Submit to the District Court Administrator monthly progress reports which include totals for year-to-date collections. Such progress reports shall include separate accounting lists for all six (6) District Court agency divisions, numbers of accounts cancelled or paid while in pre-collection, amounts and numbers of accounts transferred from pre-collection to regular collection, amounts and numbers of cancelled accounts after regular collection, amounts and numbers recovered after regular collection, collections costs and totals.

4. **COMPENSATION FOR PRE-1987 JUDGMENTS**. For judgments entered by the District Court on or before December 1987, the County shall pay Collectors for performance of the work described in and required by this Agreement as follows:

a. Twenty-five percent (25%) of the total amount collected on regular collections.

b. Thirty-five percent (35%) of the total amount collected on accounts requiring legal action by Collectors' attorney.

c. Fifty percent (50%) on the amount collected on accounts forwarded to agencies outside the normal trade areas of the Collectors.

d. No fee on the total amount collected during the initial thirty (30) day notice period pursuant to Chapter 19.16 RCW.

5. **COMPENSATION FOR POST-1987 JUDGMENTS**. For judgments entered by the District Court after December 31, 1987, Collectors shall collect from the debtor and keep as remuneration for collection services a fee in an amount not to exceed forty percent (40%) of the original judgment and shall pay the County all of the original judgment amount. Collectors shall send a thirty (30) day pre-collect notice to all past due accounts indicating that additional charges will be assessed on all past due accounts.

6. **COMPENSATION JUDGMENTS INCLUDED IN BANKRUPTCY**. Upon notification of bankruptcy, judgments shall be subject to a collection commission of twenty-five percent (25%). Pursuant to statute, collection costs, including any garnishment fees, attorney fees, filing and service fees shall be dischargeable in bankruptcy, leaving the unpaid balance of the original amount of the judgment along with any interest that has accrued on the judgment amount subject to collection. The FTA/FTR fee shall be removed or retained as designated by the bankruptcy chapter filed and/or the disposition of the bankruptcy as directed by the Department of Licensing, or as may be directed by the Federal Bankruptcy Judge.

7. **COLLECTION CODES-POST 1987 JUDGEMENTS ADDITIONAL FEE**. The parties shall use the following collections codes on all post-1987 collection cases:

TIME PAYMENT CODING GUIDE.

Traffic: TI or CT	- Kennewick	926K
	- Richland	916R
	- West Richland	941WR
	- Benton City	946BC
	- Justice	921J
	- Prosser	951P

8. **FEES**.

a. The fees associated with the work performed by Collectors shall remain in effect for the term of the Agreement.

b. Collectors shall charge 12% interest (APR) and shall split all interest collected on citations assigned after January 1, 1995 at a rate of 50% to the Court. Interest shall be broken out by Collectors for each Court agency division and remitted on a monthly basis.

9. **PAYMENTS TO THE COUNTY**. Funds collected by Collectors shall be paid to the County on or before the fifth (5th) day of each month and the fifth (5th) working day after the fifteenth (15th) of each month for collections made the preceding two week period. Payments to the County shall be for the total amount collected, less the appropriate fee. Collectors shall supply sufficient documentation with monthly payment to allow independent verification of total amounts collected and calculation of appropriate fees withheld.

10. **REPORTS**. Collectors shall provide County with all reports called for herein. In the event additional reports are deemed necessary in the future for further breakdown purposes, Collectors shall assist the County to provide the necessary reports.

The County may audit Collectors' records pertaining to accounts assigned for collection with provision of reasonable notice to Collectors.

11. **HOLD HARMLESS AND INDEMNIFICATION**.

a. Collectors 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 Collectors' acts, errors or omissions in the performance of this Agreement. PROVIDED, that Collectors' 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 Collectors, its 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 Collectors or its subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that Collectors expressly waives any immunity Collectors might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, Collectors 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 Collectors makes with any subcontractor or agent performing work hereunder. Collectors' obligations under this Section 11 shall survive termination and expiration of this Agreement.**

c. Collectors' 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 Collectors, its employees, agents or subcontractors.

12. INSURANCE.

a. **Workers Compensation:** Collectors shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Collectors 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 Agreement. Except as prohibited by law, Collectors 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 Collectors, its 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, Collectors shall indemnify the County. Indemnity shall include all fines, payment of benefits to Collectors 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 Collectors pursuant to the indemnity agreement may be deducted from any payments owed by County to Collectors for performance of this Agreement.

b. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Collectors 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 Agreement 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 Collectors' general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

Collectors will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Section 11. Specialized forms specific to the industry of the Collectors 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 Collectors has any employees, Collectors 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.

13. **ASSIGNMENT**. Neither party shall assign this Agreement, nor any interest, right, or responsibility arising herein, without the written consent of the other party.

14. **NON-DISCRIMINATION POLICY**. Collectors agrees to adhere to the non-discrimination policy of the County and execute in writing an assurance of compliance with that policy. Collectors shall provide a copy to the County upon execution of the Agreement.

15. **OPTION TO RENEW**. Upon the mutual written consent of the parties hereto, this Agreement may be renewed for additional twelve (12) month periods upon the same terms and conditions as contained herein. Notice of desire to renew shall be given by the party desiring renewal to the other party in writing not less than ninety (90) days prior to the expiration of the term of this Agreement.

16. **TERMINATION**. This Agreement may be terminated by either party with or without cause upon thirty (30) days advance written notice to the other party. Waiver of breach by any party shall not be deemed a waiver of any subsequent breach.

17. **CONTRACT REPRESENTATIVES**. Each party to this Agreement 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 Collectors: Sean Lamb, President
    510 N. 20th Ave., Suite D
    Pasco, WA 99301

    b. For County: Jacki Lahtinen, District Court Administrator
    7122 W. Okanogan, Bldg. A
    Kennewick, WA 99336

18. **AMENDMENTS**. No amendment or modification shall be made to this Agreement, unless set forth in a written amendment signed by both parties. Work under an amendment shall not proceed until the amendment is duly executed by the County.

19. **COMPLIANCE WITH CHAPTER 19.16 RCW**. Collectors hereby agrees to comply with all provisions of Chapter 19.16 RCW, as currently in effect or as hereafter amended, and all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.

20. **INDEPENDENT CONTRACTOR**

    a. Collectors' services shall be furnished by Collectors as an independent contractor and

not as an agent, employee or servant of the County. Collectors specifically has the right to direct and control Collectors own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

b. Collectors acknowledges that the entire compensation for this Agreement is set forth in Sections 5-8 of this Agreement, and neither Collectors 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. Collectors shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Collectors shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

d. Collectors 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 Agreement.

e. Collectors agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's contract representative or designee.

21. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Agreement 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 Agreement 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 Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

22. SUCCESSORS AND ASSIGNS. The County, to the extent permitted by law, and Collectors each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Agreement 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.

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

25. **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 Agreement. 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.

26. **SURVIVABILITY**. All terms of this Agreement, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, Hold Harmless and Indemnification (Section 11); Litigation Hold Notice (Section 27); and Public Records Act (Section 28).

27. **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 Collectors may be of evidentiary value, the County may issue written notice to Collectors of such circumstances and direct Collectors to "hold" such records. In the event that Collectors receives such written notice, Collectors shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between Collectors and the County is in force.

28. **PUBLIC RECORDS ACT**. Collectors 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, Collectors 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 Collectors that Collectors might regard as confidential or proprietary. To the extent that Collectors provides any records to the County that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Collectors 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 Collectors in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Collectors as confidential or proprietary, so that Collectors may seek a judicial order of protection if necessary.

The parties to this Agreement have executed this Agreement 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:

_____
RYAN K. BROWN, Deputy Prosecuting Attorney

DATED: 9/25/09

WASHINGTON COLLECTORS TRI-CITIES, INC.

_____
Sean Lamb, President

RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" WINDOW OR GLASS REPAIR SERVICES WITH PERFECTION GLASS, INC. FOR ALL BENTON COUNTY LOCATIONS

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

WHEREAS, the Facilities Manager recommends a blanket service agreement with Perfection Glass, Inc., Kennewick, WA 99336 – Contractors License No. PERFEI*241Q2 to be put in place for "as needed" window or glass repair services, along with other miscellaneous services they are qualified to perform for all locations of Benton County for small projects costing less than $10,000; and

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

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

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Perfection Glass, Inc. the blanket service agreement for "as needed" window or glass repair services at all Benton County locations; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2010.

Dated this _____ day of _____, 2009

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Fairgrounds; Parks; Auditor; R. Ozuna; Perfection Glass, Inc.

Small

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **PERFECTION GLASS, INC.**, a corporation authorized to do business in the State of Washington with its principal offices at 15 N. Auburn, Kennewick, WA 99336(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Exhibit A - Contractor's Hourly Rate Sheet dated 7/31/09
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin August 1, 2009 and shall expire on December 31, 2010. 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. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" window or glass repair services for all Benton County locations in accordance with the CONTRACTORS price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor.

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

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

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

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:
Michael E. LaBeaf
15 N Auburn
Kennewick, WA 99336
Phone 509-586-1177
Fax 509-586-4713

b. For COUNTY:
Roy Rogers
PO Box 190
Prosser, WA 99350
Phone 509-222-3710
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for window and glass repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is not to exceed ten thousand dollars and zero cents ($10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the electrical repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this Contractor at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

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

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

7. **AMENDMENTS AND CHANGES IN WORK**

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

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

9. INSURANCE

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

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

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

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

d. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall

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

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

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

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

Benton County
PO Box 190
Prosser, WA 99350

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

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

10. PERFORMANCE BOND

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

11. TERMINATION

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

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

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

13. NONDISCRIMINATION

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

14. DISPUTES

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

16. ENTIRE AGREEMENT

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

17. NOTICES

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

18. SEVERABILITY

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

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

19. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive.

20. LITIGATION HOLD NOTICE

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

21. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

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

BENTON COUNTY

_____

Max E. Benitz, Jr.
Benton County Commissioner

Dated: _____

Approved as to Form:

_____

Jonathan Young
Deputy Prosecuting Attorney

PERFECTION GLASS, INC.

_____

Michael E. Labeaf, Sr.

Dated: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" HVAC SERVICES WITH TOTAL ENERGY MANAGEMENT, INC FOR ALL BENTON COUNTY LOCATIONS

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

WHEREAS, the Facilities Manager recommends a blanket service agreement with Total Energy Management, Inc., Richland, WA 99352 – Contractors License No. TOTALEM081QC to be put in place for "as needed" HVAC services, along with other miscellaneous services they are qualified to perform for all locations of Benton County for small projects costing less than $10,000; and

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

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

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Total Energy Management, Inc. the blanket service agreement for "as needed" HVAC services at all Benton County locations; and

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2010.

Dated this _____ day of _____, 2009

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: File – Lisa Small
cc: Facilities; Fairgrounds; Parks; Auditor; R. Ozuna; Total Energy Management

Small

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TOTAL ENERGY MANAGEMENT, INC.**, a corporation authorized to do business in the State of Washington with its principal offices at 1975 Butler Loop, Richland, WA 99354(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

a. Exhibit A - Contractor's Hourly Rate Sheet dated 8/3/09
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2009 and shall expire on December 31, 2010. 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. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide "as needed" HVAC services for all Benton County locations in accordance with the CONTRACTORS price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor.

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

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

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

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:
Aaron DeWitt, Vice President
1975 Butler Loop
Richland, WA 99354
Phone 509-946-4500
Fax 509-946-9383

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

5. COMPENSATION

The CONTRACTOR shall be paid for HVAC services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is not to exceed ten thousand dollars and zero cents ($10,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the electrical repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this Contractor at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

6. INVOICING

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

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

7. **AMENDMENTS AND CHANGES IN WORK**

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

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

8. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

9. INSURANCE

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

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

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

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

d. Other Insurance Provisions:

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

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

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

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

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18. SEVERABILITY

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

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

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All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive.

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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 this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any purge schedule.

21. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section was intentionally left blank -

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

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

BENTON COUNTY

Max E. Benitz, Jr.
Benton County Commissioner

Dated: _____

TOTAL ENERGY MANAGEMENT, INC.

Aaron DeWitt, Vice President

Dated: 9/1/09

Approved as to Form:

Jonathan Young
Deputy Prosecuting Attorney

EXHIBIT A

TOTAL ENERGY MANAGEMENT, INC.
HVAC • ELECTRICAL • CONTROLS

August 3, 2009

Benton County Commissioner's Office
Attention: Lisa Small (lisa.small@co.benton.wa.us)

RE: Current Service Rate Sheet

Lisa,

Thank you for the opportunity to provide you with a current HVAC Service rate sheet. Double time rates would apply per our local labor agreement. I can provide a copy if necessary, but essentially the double time rates apply on Sundays and Holidays.

HVAC SERVIC RATES:

Straight Time:	$75.00/Hr.
Overtime:	$112.50/Hr.
Double Time:	$150.00/Hr.

Thanks again and do not hesitate to contact me with any questions.

Sincerely,

Aaron DeWitt

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN OPERATING BUDGET FUND NUMBER 0124101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

< >

Fairgrounds, Auditor

HIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Fairgrounds

Dept Nbr: 000

Fund Name: Operating Budget

Fund Nbr: 0124101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400	1553	Salaries & Wages	$1,245
TOTAL			$1,245

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400	9914	County Road	$1,245
TOTAL			$1,245

Explanation:

Transfer needed to purchase asphalt patch repairs at Fairgrounds from Benton County Public Works Department.

Prepared by: Caroline Bowen

Date: 22-Sep-2009

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

BENTON AND FRANKLIN COUNTY
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-AWI-00 with Ambitions of Washington, Inc.	☒ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion ☐ Other	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion ☐ Other
Prepared By: Carol Carey		

BACKGROUND INFORMATION

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

SUMMARY

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

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Amendment #09/10-DD-AWI-00 with Ambitions of Washington, Inc. and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUSTION NO. _____

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

> **IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS FOR AN AGREEMENT BETWEEN AMBITIONS OF WASHINGTON, INC. AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR DEVELOPMENTAL DISABILITIES SERVICES FOR CLIENTS IN BENTON AND FRANKLIN COUNTIES, and**

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

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

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

Benton County Board of Commissioners

_____
Chair

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

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

Franklin County Board of Commissioners

_____
Chair

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Originals: Franklin County
Benton County
Human Services

Carey

COPY

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #0/10-PREV-VISTA-00 with Vista Youth Center	☒ Execute Contract ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to enter into an Agreement with Vista Youth Center to provide hour long sessions focusing on substance abuse prevention with the Growing Up Safe, Sober, Happy and Healthy (GUSH) program, two times per week for eight weeks.

SUMMARY

Award: Consideration for this service is a maximum of $10,000.
Period: July 1, 2009 to June 30, 2010
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

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

FISCAL IMPACT

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

MOTION

To approve signing Amendment #09/10-PREV-VISTA-00 with Vista Youth Center and to authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AGREEMENT #09/10-PREV-VISTA-00 BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND VISTA YOUTH CENTER TO PROVIDE PREVENTION SERVICES THROUGH THE GROWING UP SAFE, SOBER, HAPPY AND HEALTHY (GUSH) PROGRAM, and

WHEREAS, the Vista Youth Center is offering a hour long session focusing on substance abuse prevention two times per week for eight weeks, and

WHEREAS, Vista Youth Center will be compensated at no more than $10,000 for the program, and

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

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

Benton County Board of Commissioners

_____
Chair, Benton County Commissioners

_____
Member

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

Attest:

_____
Clerk of the Board

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

Franklin County Board of Commissioners

_____
Chair, Franklin County Commissioners

_____
Member

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

Attest:

_____
Clerk of the Board

Originals: Franklin County
Human Services
Benton County

Carey

BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement with the Institute for Family Development #PSA-2009/2010-IFD-00	☒ Execute Agreement ☒ Pass Resolution ☐ Pass Ordinance ☐ Pass Motion	☒ Consent Agenda ☐ Public Hearing ☐ 1st Discussion ☐ 2nd discussion
Prepared By: Carol Carey	☐ Other	☐ Other

BACKGROUND INFORMATION

The Department of Human Services would like to contract with the Institute for Family Development to provide staff and family consultation and training for individuals and caregivers as requested by the County and to provide written reports identifying risk factors for behavioral health crisis and recommendations for future planning.

SUMMARY

Award: The maximum compensation for this PSA is $52,163.00.
Period: This PSA start date will be July 1, 2009 and end June 30, 2010.
Funding Source: Division of Developmental Disabilities and Division of Mental Health

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 the Professional Services Agreement with the Institute for Family Development, #PSA-2009/2010-IFD-00, and to authorize the Chair to sign on behalf of the Board.

BENTON COUNTY RESOLUTION # _____

FRANKLIN COUNTY RESOLUTION # _____

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

IN THE MATTER OF EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE INSTITUTE FOR FAMILY DEVELOPMENT, AND THE BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES, #PSA-2009/2010-IFD-00.

WHEREAS, the Department of Human Services would like to contract with the Institute for Family Development to provide staff and family consultation and training for individuals and caregivers as requested by the County and to provide written reports identifying risk factors for behavioral health crisis and recommendations for future planning; and

WHEREAS, the maximum consideration for this PSA shall be $52,163.00; and

WHEREAS, the Agreement shall be effective July 1, 2009 through June 30, 2010; NOW THEREFORE

BE IT RESOLVED that the Boards of Benton & Franklin 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 Boards of Benton & Franklin County Commissioners.

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

_____
Chair, Benton County Commissioners

_____
Member

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

Attest: _____
Clerk of the Board

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

_____
Chair, Franklin County Commissioners

_____
Member

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

Attest: _____
Clerk of the Board

Distribution: Human Services
Franklin County Commissioners
Benton County Commissioners

Carey

K

AGENDA ITEM: Consent MEETING DATE: BC 9/28/09 FC 10/05/09 SUBJECT: Contract with The Confederated Tribes of The Umatilla Indian Reservation for Detention Services Prepared By: Donna A Lee Reviewed By: Sharon Paradis	**TYPE OF ACTION NEEDED** Executive Contract x Pass Resolution Pass Ordinance Pass Motion Other	CONSENT AGENDA x PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER

BACKGROUND INFORMATION

The Benton/Franklin Juvenile Justice Detention Center will, upon determination of space available by the Detention Facility Administrator provide detention services for the Confederated Tribes of the Umatilla Indian Reservation, for which the Confederated Tribes of the Umatilla Indian Reservation shall reimburse Benton and Franklin Counties.

SUMMARY

A Program Agreement between the Confederated Tribes of the Umatilla Indian Reservation has been prepared and signed by the Benton County Attorney on behalf of both Counties.

RECOMMENDATION

I recommend that the Boards of County Commissioners approve the Resolution Authorizing their Chairs sign the Program Agreement for Detention Services, as written.

FISCAL IMPACT

This is a Fee for Service contract whereby we are reimbursed for services rendered.

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 they hereby are authorized to sign, on behalf of their respective county, the Program Agreement with the Confederated Tribes of the Umatilla Indian Reservation.

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 AGREEMENT BETWEEN THE BENTON AND FRANKLIN COUNTIES AND THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION FOR PROVISION OF JUVENILE DETENTION FACILITIES, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed agreement between the Juvenile Justice Center and the Confederated Tribes of the Umatilla Indian Reservation be approved as presented for a term commencing upon execution and terminating on December 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.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

_____
Clerk of the Board

DATED this 5th day of October 2009.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

_____
Clerk of the Board

AGREEMENT BETWEEN
BENTON AND FRANKLIN COUNTIES
AND
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
FOR PROVISION OF JUVENILE DETENTION FACILITIES

Whereas Benton and Franklin Counties have and maintain a juvenile detention facility at the Benton and Franklin Juvenile Justice Center pursuant to Chapter 13 RCW;

Whereas, the Confederated Tribes of the Umatilla Indian Reservation has a need for juvenile detention spaces for youths being detained pursuant to the authority of the Confederated Tribes of the Umatilla Indian Reservation Tribal Court, and

Whereas it will benefit both Benton and Franklin Counties and the Confederated Tribes of the Umatilla Indian Reservation to enter into an agreement to make available to the Confederated Tribes of the Umatilla Indian Reservation space in the Benton and Franklin Counties Juvenile Detention Facility, when the Administrator of the facility determines space is available, for which space the Confederated Tribes of the Umatilla Indian Reservation shall reimburse Benton and Franklin Counties as set forth below;

Whereas Benton and Franklin Counties is a political subdivision of the State of Washington and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian Tribe, whose duly authorized governing body is the Confederated Tribes of the Umatilla Indian Reservation Board of Trustees, and the Confederated Tribes of the Umatilla Indian Reservation being a "public agency" as defined in RCW 39.34.020;

Now, therefore, in accordance with the Inter-local Cooperation Act (Chapter 39.34 RCW), and the City and County Jails Act (Chapter 70.48 RCW), Benton and Franklin Counties (hereinafter COUNTIES) and the Confederated Tribes of the Umatilla Indian Reservation (hereinafter CTUIR) agree as follows:

I. GENERAL CONDITIONS:

A. Effective Date of Agreement. The effective date of this Agreement shall be upon execution of this Agreement by the parties.

B. Length of Term. The term of this Agreement shall be from date of mutual execution and shall terminate on December 31, 2010, unless cancelled by either party or modified by written mutual agreement of the parties.

C. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

D. Completed Expression of Agreement and Modification. The parties agree that this Agreement is the completed expression of the terms hereto, and

any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

E. Contractor Administrator. This Agreement shall be administered for Benton and Franklin Counties by Sharon Paradis, Administrator of the Benton and Franklin Counties Justice Center, 5606 W. Canal Place, Kennewick, WA 99336, and by the CTUIR's Juvenile Program Coordinator, Liz Rehmel.

II. SPECIFIC TERMS AND CONDITIONS:

A. Detention

COUNTIES will provide secure custody/detention for juveniles detained pursuant to Chapter 13 RCW in accordance with the rules, policies, and procedures governing the detention of juveniles. Orders of detention and release dates for CTUIR youth are governed by the CTUIR Juvenile Code and the CTUIR Tribal Court. The CTUIR's youth will be afforded the same programs and care provided to non-CTUIR youth, unless otherwise provided in this Agreement.

B. Admission

1. Only youths alleged by the CTUIR or adjudicated by the CTUIR Tribal Court to be youth offenders pursuant to CTUIR Tribal Law shall be referred for custody.

2. CTUIR shall be solely responsible for determining that the youths presented for detention are detainable under CTUIR Tribal Law, and shall certify, by the act of presenting a youth for detention, that the youth is legally detainable under CTUIR Tribal Law. COUNTIES shall bear no responsibility to screen referrals against detention criteria and legal standards for detention and CTUIR shall defend and hold COUNTIES harmless for any legal action resulting from the detention of a youth wrongfully presented by CTUIR for detention and shall pay any judgment assessed against COUNTIES for wrongly detaining a CTUIR youth.

3. Prior to presenting a youth for detention, CTUIR shall contact the detention center and obtain verification that COUNTIES will accept the youth for detention. All pertinent court orders concerning a youth being presented for detention shall be provided to the detention staff at the time the youth is presented for detention.

4. Any youth who is in excess of .08 BAC by a portable Breathalyzer Test or is under the influence of any other drug, unconscious, or is gravely disabled may not be accepted into detention.

5. Any youth with significant injuries, or who reports that he or she is currently experiencing significant medical problems, may be accepted into detention only when approved fit for detention by a medical doctor.

6. COUNTIES will accept youths for detention from CTUIR pursuant to this Agreement based upon the availability of bed space. COUNTIES reserves the right to release detainees, including CTUIR youth, should overcrowding at the detention facility necessitate such a release, pursuant to Benton and Franklin Counties Juvenile Detention Facility policies and procedures that apply to all youth detained pursuant to an Order of Disposition.

7. Any CTUIR youth serving a split sentence (weekends/holidays) will not be accepted into custody on any weekend when adequate detention space is not available.

8. Should a youth be rejected for admission or released from detention, CTUIR shall immediately, within six (6) hours of presenting youth for detention, arrange to pick up the youth.

9. CTUIR shall, to the fullest extent practicable, provide all information regarding its detainees as is routinely required by the detention facility. Such information shall include, but is not limited to, any known accommodation requirements for detainees pursuant to the Americans with Disabilities Act.

10. Visitation of Detainees: COUNTIES shall allow visitation by up to two (2) adult members of a youth's family (including legal guardians) to visit during regular visiting sessions. The CTUIR Tribal Court shall provide COUNTIES with a list of authorized visitors for each detainee. Special visitation with other family members may be arranged through the Detention Manager or designee.

III. TRANSPORTATION:

A. CTUIR shall assume the financial responsibility for costs necessary to secure health care for CTUIR detainees, in accordance with Section IV of this Agreement, including any ambulance costs.

B. Cost for transportation provided by COUNTIES staff in accordance with Section III.A. shall be $.58 cents per mile and $33.00 per hour.

C. CTUIR shall assure transportation for detainees upon release from custody for any reason. CTUIR will provide, or arrange, for all transportation of detainees to and from detention.

D. CTUIR shall pick up the detainee within six (6) hours of the release date and time from the detention center. In the event CTUIR does not do so by that time, CTUIR will be responsible for the Section V daily fee for each additional calendar day the detainee remains at the detention center, as well as the costs of medical treatment in accordance with Section IV. CTUIR shall defend and hold COUNTIES harmless for any legal action resulting from the detention of a youth beyond his/her release date due to CTUIR's failure to timely pick up the detainee and shall pay any judgment assessed against COUNTIES for wrongly detaining a CTUIR youth.

IV. MEDICAL TREATMENT:

A. COUNTIES shall provide to CTUIR detainees at no additional charge those routine medical services that are provided in the Benton-Franklin Counties Juvenile Justice Center facility to other detainees and for which the health care provider does not render a separate billing for providing such care.

B. CTUIR shall be responsible for or shall pay the cost of all medication prescribed to CTUIR detainees. CTUIR shall pay for all costs associated with the delivery of non-routine medical services, authorized by CTUIR, and emergency health care (including medical, dental, and/or psychiatric care), wherever provided. When health care is provided by a third party, these costs shall be paid by CTUIR directly to the provider or as a reimbursement to the COUNTIES, as determined and directed by the COUNTIES. The COUNTIES shall bill CTUIR only for the actual costs charged to the COUNTIES and shall provide an itemization with such billing.

C. Except in situations deemed to be an emergency as determined at the sole discretion of the COUNTIES, the COUNTIES will notify CTUIR's contact person prior to transfer of a CTUIR detainee to a hospital or to a medical, dental, or psychiatric provider outside of the Benton-Franklin Counties Juvenile Justice Center.

D. In the event that a CTUIR detainee is hospitalized, COUNTIES will immediately contact CTUIR law enforcement. CTUIR law enforcement will determine and notify COUNTIES whether it requires custodial security during the period of hospitalization. If custodial security is required, the CTUIR will be responsible for the cost of the custodial security provided.

V. FEES:

A. The basic fee for detention/custody shall be One Hundred Twenty-Five Dollars ($125.00) per day, per detained youth.

B. A billable custody day shall be defined as all or any part of any calendar day.

VI. BILLINGS:

A. COUNTIES shall bill CTUIR for detention costs on a monthly basis.

B. CTUIR shall pay all billings in a timely manner, not to exceed thirty (30) days from the date of billing.

VII. INSURANCE/HOLD HARMLESS:

A. COUNTIES shall protect, defend, and indemnify CTUIR, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from COUNTIES' performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of CTUIR, its officers, agents, or employees, the COUNTIES' indemnification obligation hereunder shall be limited to the COUNTIES' proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

B. The CTUIR shall protect, defend, and indemnify COUNTIES, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising from CTUIR's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by the intentional acts of or by the concurrent negligence of COUNTIES, its officers, agents, or employees, CTUIR's indemnification obligation hereunder shall be limited to CTUIR's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

C. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate for its conduct creating liability exposures related to the detention of juveniles, including general liability, errors and omissions, auto liability and professional liability. The insurance policy or policies shall provide coverage for those

events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

D. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate for a solvent insurance provider confirming coverage from a solvent insurance pool that is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

VIII. LEGAL REPRESENTATION OF DETAINEE:

CTUIR shall be responsible for responding to detainees' request for legal assistance or representation. If a CTUIR detainee makes a request for legal assistance or representation to a COUNTIES detention officer, or elected or appointed official while detained in the COUNTIES facility, the COUNTIES shall be responsible for notifying the CTUIR as soon as practicable.

IX. APPLICATION OF DETENTION RULES:

Benton and Franklin Counties Juvenile Justice Center Detention Facility policies and practices shall be applicable, except in cases of conflict with this Agreement. In the event of such conflict, this Agreement will control.

X. RELEASE FROM DETENTION:

A. CTUIR detainee shall be released, upon demand, to any CTUIR law enforcement officer or other appointed representative of the CTUIR.

B. CTUIR detainee shall be released upon written direction or verified verbal direction of the CTUIR or officer thereof.

XI. NON-DETENTION CUSTODY SERVICES:

Non-detention custody services shall not be affected by this Agreement. Court services, probation services, or the like, shall continue to be the responsibility of the CTUIR and are not subject to this Agreement.

XII. DISPUTE RESOLUTION:

A. If either party disputes any portion of a monthly billing or alleges that the other party is in breach of the contract, they will provide the other party written notice within thirty (30) days. The notice shall detail the amount

in question and the grounds for withholding all or a portion of the amount billed or any other basis for the dispute.

B. The Administrator and CTUIR Juvenile Program Coordinator or their designees shall attempt to resolve the dispute by negotiation. If unsuccessful, the parties may apply to an appropriate alternate dispute resolution services such as the Judicial Arbitration and Mediation Services (JAMS) or otherwise select an arbitrator whose decision shall be final and binding on the parties. Each party will be responsible for paying one-half of the arbitrator's fees. If mutual written consent for appointment of an arbitrator cannot be reached, each party will select an arbitrator, and the two arbitrators will select a third arbitrator who will hear the dispute and whose decision shall be final and binding on the parties. Venue for such action shall be in the Federal District Court for the Eastern District of Washington.

C. The CTUIR shall pay the disputed billing amount as determined by negotiated resolution, arbitrator's decision or court finding within thirty (30) days of the date of decision. Interest may accrue on any amount improperly withheld by the CTUIR pursuant to Section XII.A at a rate not to exceed 8% per annum as determined by negotiated resolution, arbitrator's decision or court finding.

XIII. WAIVER OF IMMUNITY:

The CTUIR waives its sovereign immunity only to the extent provided in this section, for the purposes of this Agreement.

The CTUIR waives its sovereign immunity from suit to establish its liability, if any, arising under Section II, III, IV, V, VI, and/or VII (A) of this Agreement, and for any court costs and/or reasonable attorneys' fees, as may be rendered in such suit. Venue for any action filed under this waiver of immunity shall be in the United Stated District Court, Eastern District of Washington, or if that court lacks jurisdiction, then the Superior Court of Benton or Franklin Counties. This waiver shall extend to all suits filed during the term of this agreement or within the statute of limitations for any cause of action arising, and during the time-frame whereby the CTUIR may legally be joined or otherwise added as a party to any claim, action or suit.

Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the CTUIR or any of its officers, agents, or employees, or against the CTUIR Board of Trustees or any member thereof, other than as specifically set forth above. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the CTUIR, any property held in trust by the United States or subject to restriction against alienation imposed by federal

law, or any funds held by or on behalf of the CTUIR and derived from federal or state grants or contracts.

XIV. FILING:

The parties will file this Agreement with the Benton County Auditor, the Franklin County Auditor and with the Secretary of CTUIR, pursuant to Chapter 39.34 RCW.

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

Contractor	Benton Franklin Counties Juvenile Justice Center
Debra Croswell 9.2.09	Sharon A Paradis 8/24/09
for Donald Sampson Executive Director — Date	Sharon A. Paradis Court Administrator — Date
BENTON COUNTY APPROVAL Approved as to Form: 9/18/9 Sarah Perry, Deputy Prosecuting Attorney Date By: _____ Name: Max E. Benitz Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: Agreed Review Performed by Benton County Ryan Verhulp, Civil Deputy Prosecuting Attorney By: _____ Name: Rick Miller Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EQUIPMENT RENTAL & REVOLVING FUND PURCHASE OF DE-ICER FLOW CONTROLS

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

WHEREAS, written quotations for de-icer flow controls were received from three vendors on the Benton County Vendor List; as follows:

AG Enterprise Supply, Inc., Cheney, WA	$5,862.07
SCE Spray Center Electronics, Spokane, WA	$6,082.79
G & R Ag Products, Pasco, WA	$6,485.13;

and

WHEREAS, the Public Works Manager recommends award of the business to AG Enterprise Supply, Inc., Cheney, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County Road with De-icer Flow Controls be awarded to AG Enterprise Supply, Inc., Cheney, Washington, in the amount of $5,862.07, and Washington State Sales Tax in the amount of $486.55; and

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

Dated this 5th day of October 2009.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

SWB:LJM:slc

AG Enterprise Supply, Inc.
17005 W SR 904
Cheney, WA 99004-7983

Phone: 509-235-2006
C Fax: 509-235-9331
P Fax: 509-235-1708

Vance

ORDER NO.	43241
CUSTOMER NO.	BENTON

QUOTE

QUOTE
Vendor No. 91-6001296

BILL TO:
BENTON COUNTY
P.O. BOX 1001
PROSSER, WA 99350-0954

Phone: 509- 786-5611
Fax: 509-786-5627

SHIP TO:
BENTON COUNTY
14303 NORTH HINZERLING ROAD
PROSSER, WA 99350

Phone: 509- 786-5611

DATE	SHIP VIA	F.O.B.	TERMS
09/02/2009			Net 30 days

P.O. NUMBER	ORDER DATE	SALES PERSON	REFERENCE NO.
	08/28/2009	PARTS 09	EE

QUANTITY ORDERED	QUANTITY SHIPPED		ITEM CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3.00	3.00		063-0171-183	CONSOLE SCS 440	892.50	2677.50
4.00	4.00		063-0171-793	FLOWMETER RFM-60P	301.75	1207.00
3.00	3.00		115-0159-437	EXT. CABLE HARNESS 16'	192.95	578.85
3.00	3.00		117-0159-822	KIT RADAR W/POWER CABLE	437.75	1313.25
12.00	12.00		150G	GASKET EPDM 1.50	0.62	7.44
12.00	12.00		FC200	CLAMP FLANGE 2"	2.72	32.64
3.00	3.00		M200CPG	FLANGE SP 2" X 2"	8.02	24.06
3.00	3.00		M200CPG90SH	2X2 STD. PORT FLANGE 90 SHORT	7.11	21.33
43.00						

NET AMOUNT	5862.07
081 TAX	486.55
BALANCE DUE	6348.62

THANK YOU FOR YOUR BUSINESS

1

Vendor List yes 9/28/09

Spray Center Electronics, Inc.
9721 W. Flight Dr. • Spokane, Washington 99224 • (509) 838-2209
email: sales@spraycenter.com

1985 OUR 25th ANNIVERSARY 2010

Order 56436

Shipping Copy

DO NOT PAY FROM THIS ORDER
INVOICE WILL BE SENT

QUOTE

SOLD TO:
BENTON COUNTY ROAD DEPT.
1709 S ELY
KENNEWICK, WA 99336
(509) 222-2306

SHIP TO:
BENTON COUNTY ROAD DEPT.
DEICE CONTROL SYSTEM /PARTS
ATTN: DON
KENNEWICK, WA 99336
(509) 222-2306

Page 1

ACCOUNT NO.	SALESMAN NO.	PURCHASE ORDER NO.	SHIP VIA	COL	PPD	DATE SHIPPED	TERMS	ORDER DATE
BENTCNKESC						/ /	NET 15 DAYS	09/18/09

QTY ORDERED	QTY SHIPPED	QTY BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	DISC %	EXTENDED PRICE
3	3		RE063-0171-183	COMPLETE 440 CONSOLE	1050.00	10	2835.00
4	4		RE063-0171-793	RFM 60 METER	355.00	10	1278.00
3	3		CBLSYSCONS	CONSL CABL W/SYS PURCH	125.00	0	375.00
3	3		RE117-0159-822	KIT, RADAR/POWER CBL	515.00	10	1390.50
3	3		TPSL125-90	11/4" POLY PIPE STEET	5.21	47	8.28
3	3		TPM200-125MPT	MANIFOLD x M THREAD	3.84	47	6.11
3	3		TPM200CPG	2" MANIF FLANG COUPLIN	11.46	47	18.22
12	12		TPFC-200	FLANGE CLAMP 2"	10.38	47	66.02
12	12		TP150-G	11/2" GASKET (EPDM)	0.89	47	5.66
1	1		INSTALL	1 UNIT INSTALL HELP	100.00	0	100.00

THIS INCLUDES SCE COMING DOWN AND HELPING YOU INSTALL THE SYSTEM ON ONE OF YOUR EXSISTING SPRAYERS. THIS QUOTE DOES NOT INCLUDE A CONTROL VALVE OR SHUTOFF VALVE BECAUSE YOU ALREADY HAVE THEM ON YOUR UNITS

Our terms of payment are stated above. However, any unpaid invoice past due will be subject to a service charge of 1 1/2% per month which is an annual percentage rate of 18%. A 20% Restocking charge will be issued for items returned after the Invoice Due Date.

SALE AMOUNT	6082.79
8.700% SALES TAX FREIGHT	529.20
TOTAL	6611.99

THANK YOU

G&R Ag Products, Inc.

REMIT TO:
P.O. Box 966
Pasco, WA 99301-0966

FROM

G&R Ag Products, Inc.
Pasco, WA 99301
(509)545-5855 • FAX (509) 547-2163
www.gandragproducts.com

QUOTATION NUMBER

02110 2002151-0000-02
509-786-5611

QUOTATION NUMBER

2002151-0000-02

BILL TO: BENTON CO PUBLIC WORKS/KEN &
ROAD DEPT FOR KENNEWICK
PO BOX 1001
PROSSER WA 99350-0954

SHIP TO: BENTON CO PUBLIC WORKS
1709 S ELY
KENNEWICK WA 99336

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
2002151-0000-02	240	09/14/09	255	09/14/09 13:32:29	

INSTRUCTIONS	FRT.	PAGE NO.
FAX 786-5627	B	1

QUANTITY		DISP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
			"THANK YOU FOR YOUR ORDER"			
			********** EXPIRATION DATE: 10/14/09 **********			
3			RAV 063-0171-183 CONSOLE ASY 440 SERIAL INT ERFA	EA	984.0000	2952.00
4			RAV 063-0171-793 FLOWMETER RFM-60P	EA	336.9984	1347.99
3			*RAV 115-0159-437 CABLE 19' CONSOLE SCS 330/ 340	EA	213.1200	639.36
3			RAV 117-0159-822 KIT RADAR WITH POWER CABLE	EA	480.0000	1440.00
12			BAN 150G GASKET (EPDM)	EA	0.4450	5.34
12			BAN FC200 FLANGE CLAMP 2"	EA	5.0950	61.14

TOTAL CONTINUED

By _____

G&R Ag Products, Inc.

REMIT TO:
P.O. Box 966
Pasco, WA 99301-0966

FROM

G&R Ag Products, Inc.
Pasco, WA 99301
(509)545-5855 • FAX (509) 547-2163
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KENNEWICK WA 99336

QUOTATION***QUOTATION******QUOTATION******QUOTATION******QUOTATION***

QUOTATION NUMBER	SLSMN.	DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
2002151-0000-02	240	09/14/09	255	09/14/09 13:32:29	

INSTRUCTIONS	FRT.	PAGE NO.
FAX 786-5627	B	2

QUANTITY		DISP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
3			BAN M200CPG 2"MANIFOLD FLANGE CPLG	EA	8.0220	24.07
3			*BAN M200CPG90SH 2"MANIFOLD COUPLING X 90-SH ORT	EA	5.0750	15.23

TOTAL 6,485.13

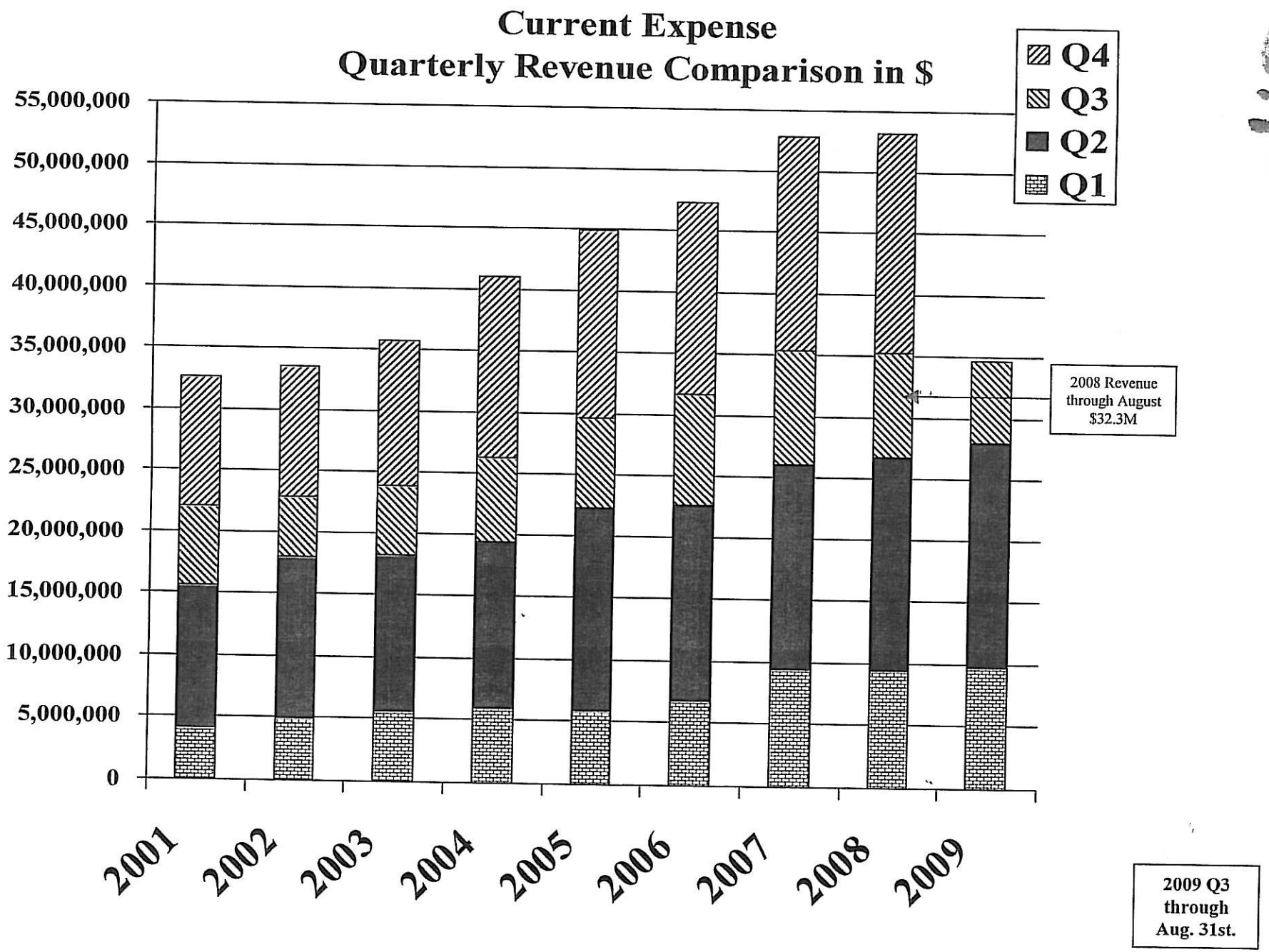
0.00
538.27
0.00

By

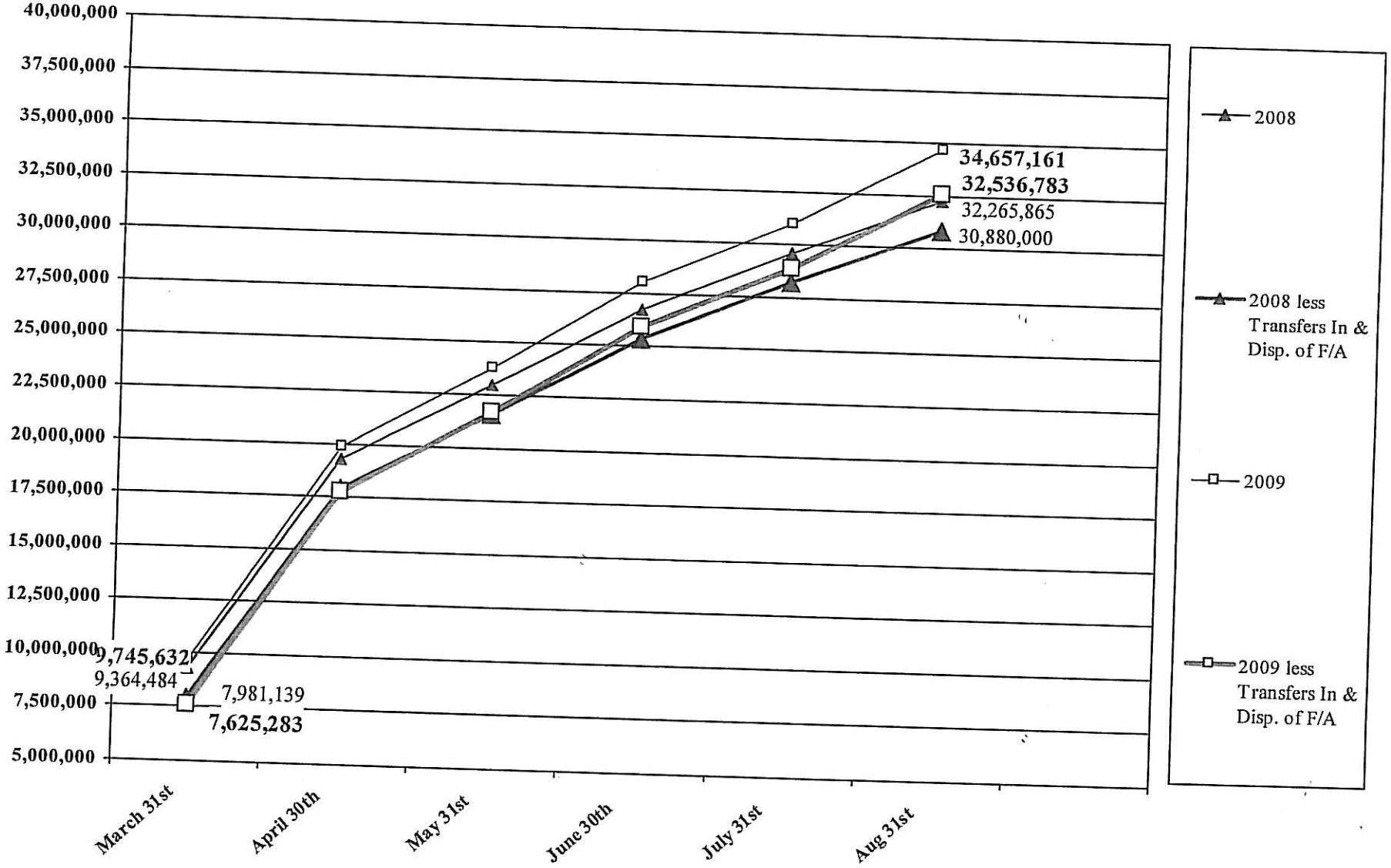
TOTAL AMOUNT DUE
7,023.40

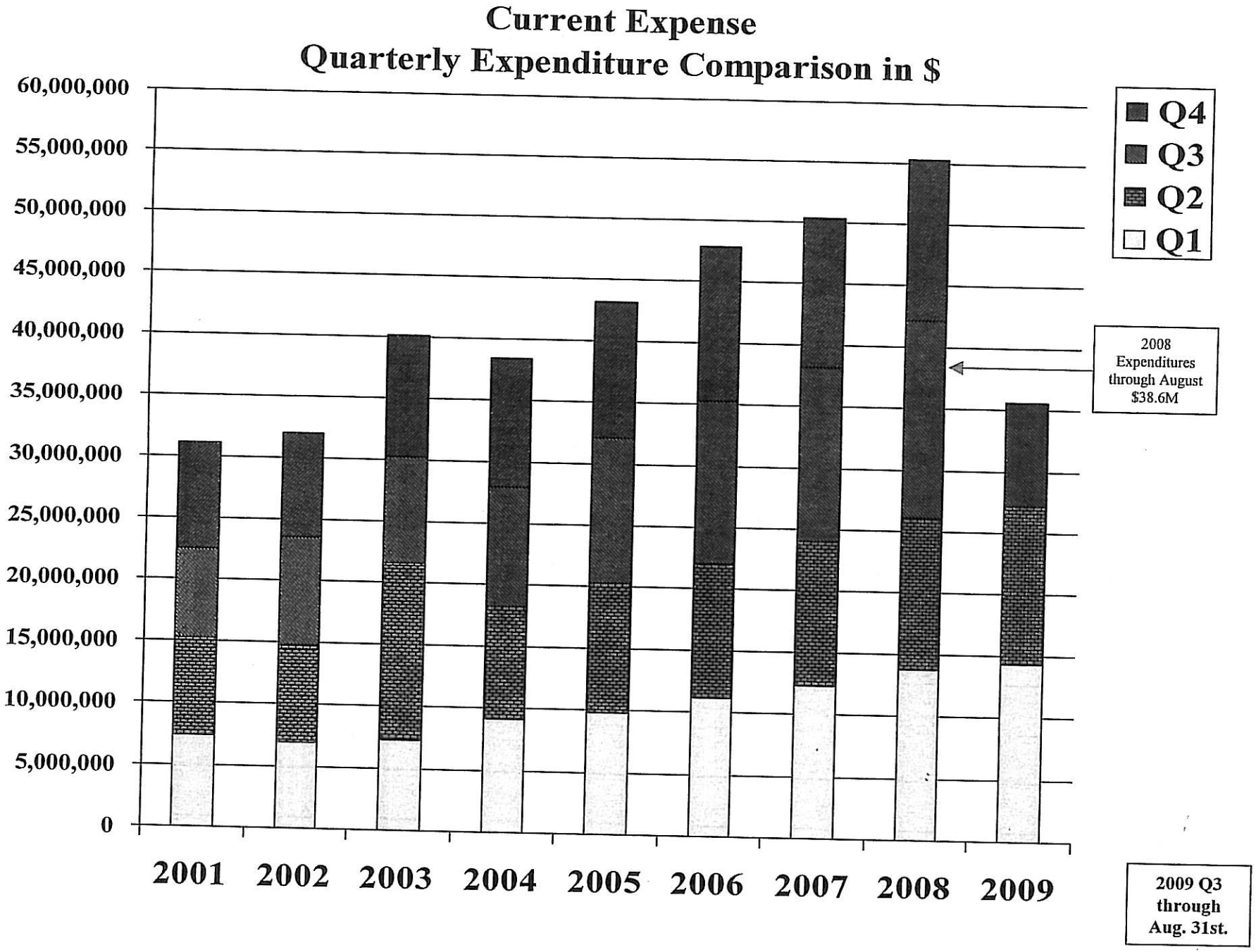
Benton County
Financial Analysis
For the Month Ending August 31, 2009

9:05

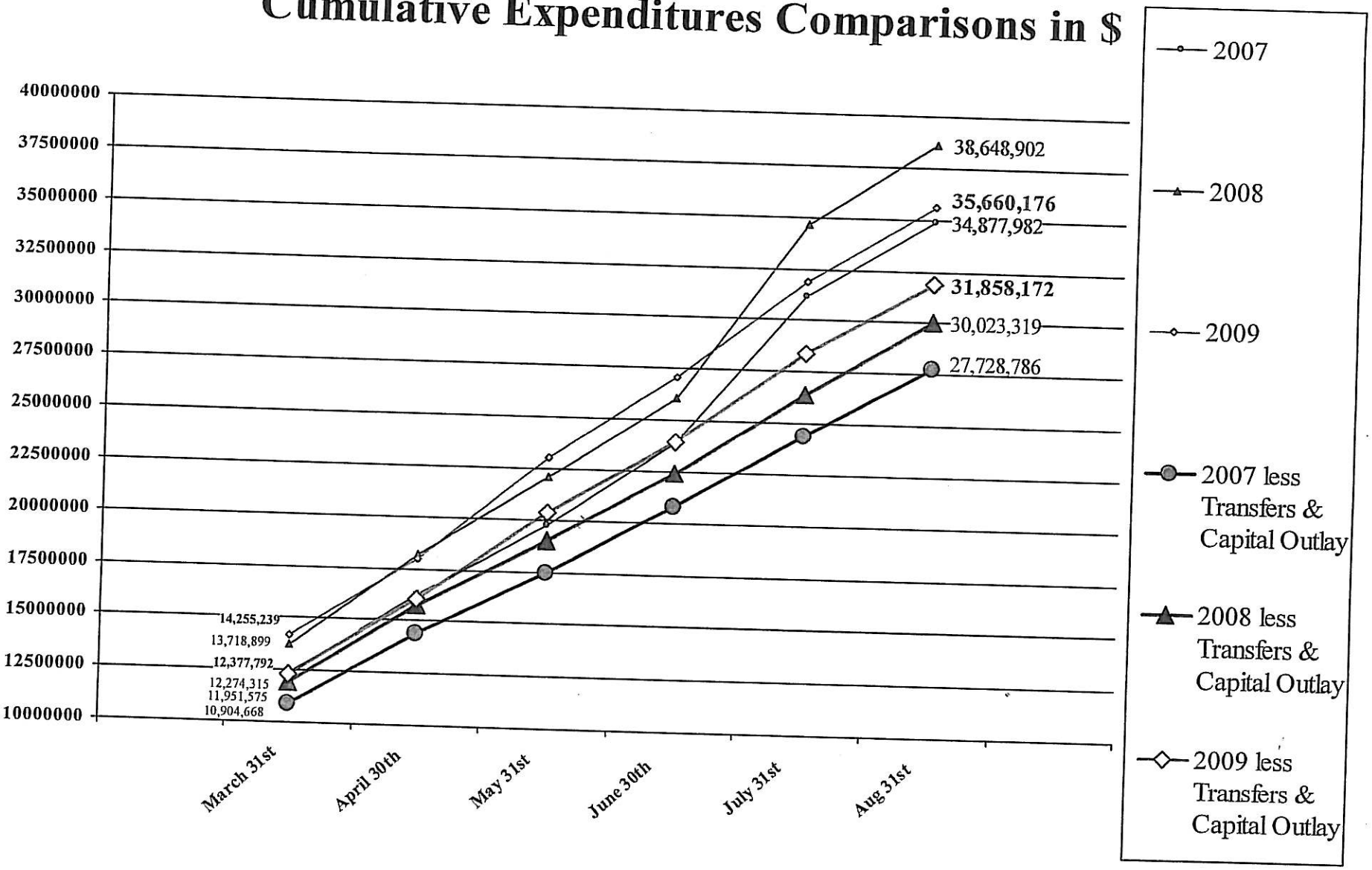

Current Expense
Quarterly Revenue Comparison in $
Q4
Q3
Q2
Q1
55,000,000
50,000,000
45,000,000
40,000,000
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
0
2001
2002
2003
2004
2005
2006
2007
2008
2009
2008 Revenue through August $32.3M
2009 Q3 through Aug. 31st.

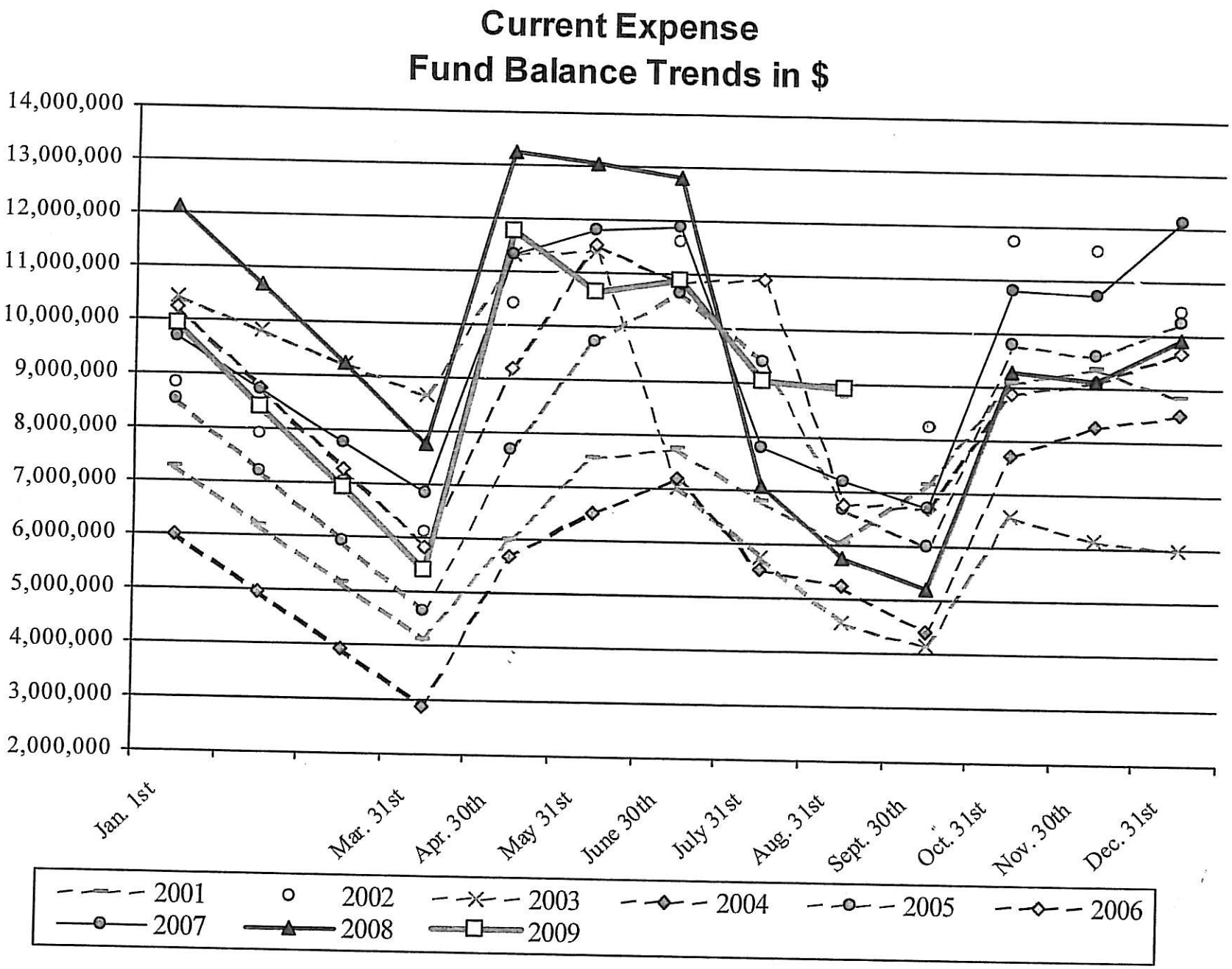
Current Expense - Cumulative Revenue Comparisons in $



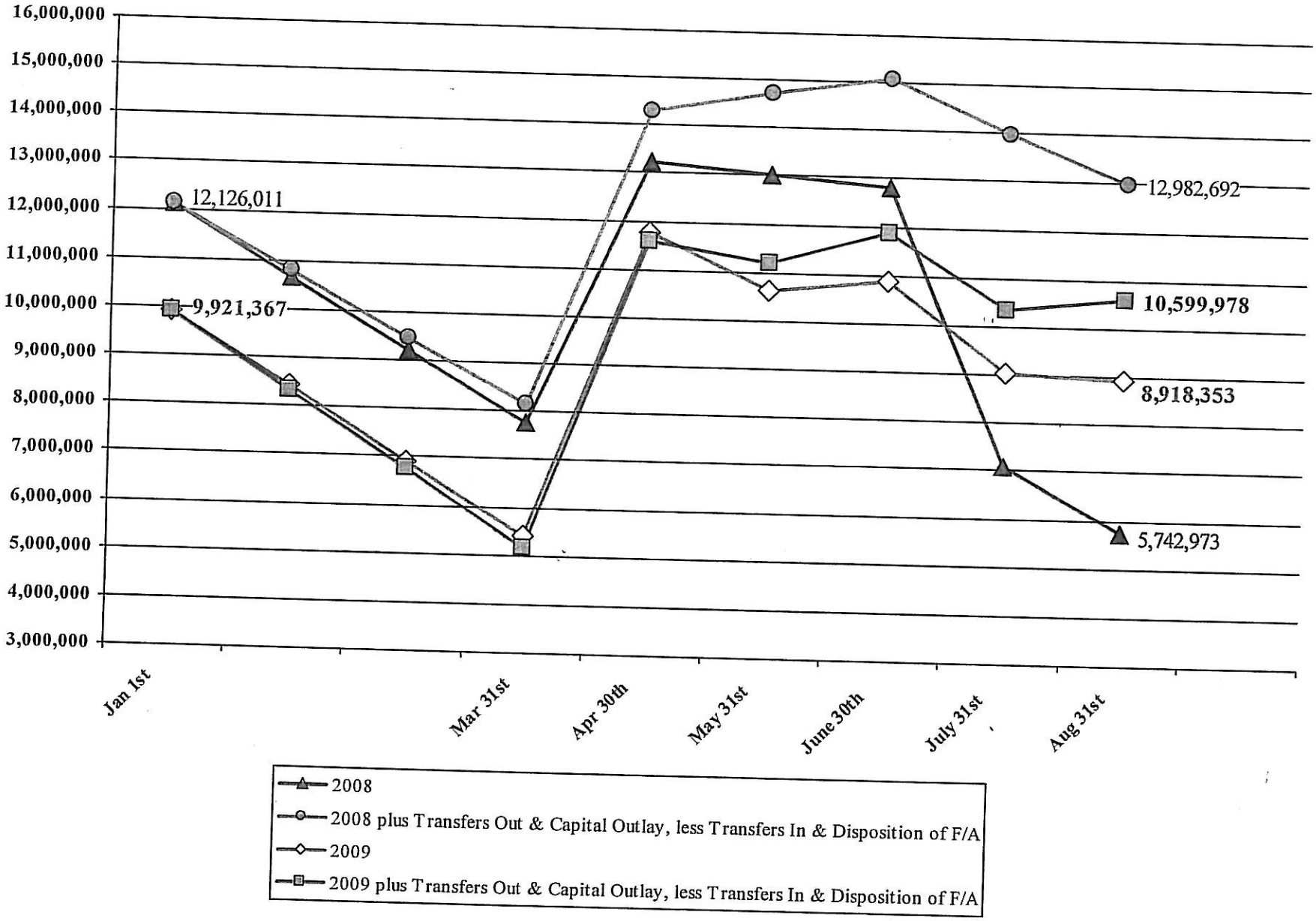

Current Expense
Quarterly Expenditure Comparison in $
60,000,000
55,000,000
50,000,000
45,000,000
40,000,000
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
0
2001
2002
2003
2004
2005
2006
2007
2008
2009
Q4
Q3
Q2
Q1
2008 Expenditures through August $38.6M
2009 Q3 through Aug. 31st.

Current Expense
Cumulative Expenditures Comparisons in $




Current Expense
Fund Balance Trends in $
14,000,000
13,000,000
12,000,000
11,000,000
10,000,000
9,000,000
8,000,000
7,000,000
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
Jan. 1st
Mar. 31st
Apr. 30th
May 31st
June 30th
July 31st
Aug. 31st
Sept. 30th
Oct. 31st
Nov. 30th
Dec. 31st
2001
2002
2003
2004
2005
2006
2007
2008
2009

Current Expense - Fund Balance Analysis in $



CURRENT EXPENSE
FUND BALANCE COMPARISON

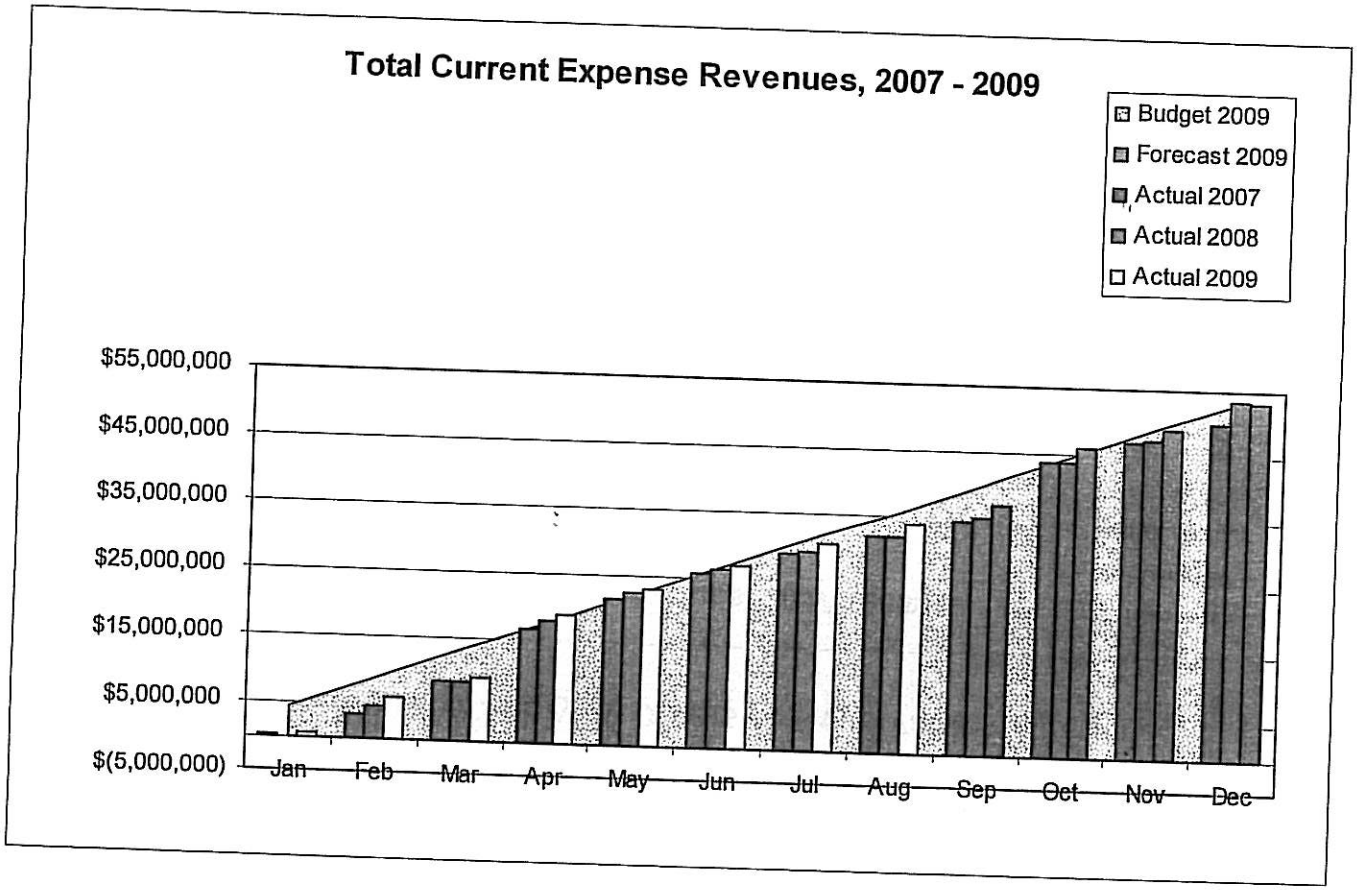
	2001	2002	2003	2004	2005	2006	2007	2008	**2009**
Actual Beginning Fund Balance	$ 7,260,245	$ 8,834,272	$ 10,423,114	$ 5,994,906	$ 8,510,304	$ 10,242,415	$ 9,680,612	$ 12,126,011	**$ 9,921,367**
Budgeted Revenues	30,426,780	31,773,974	36,170,700	39,741,192	41,338,152	43,887,926	47,916,333	51,388,788	**53,186,036**
Budgeted Expenditures	(32,670,700)	(34,119,930)	(42,554,202)	(40,072,453)	(44,589,550)	(49,141,700)	(51,862,651)	(57,486,141)	**(53,920,575)**
Budgeted Year-end Fund Balance	5,016,325	6,488,316	4,039,612	5,663,645	5,258,906	4,988,641	5,734,294	6,028,658	**$ 9,186,828**
Revenue Over (Under)	2,183,286	1,759,882	(414,152)	1,266,369	3,608,164	3,452,112	4,905,146	1,770,890	
Expenditures Over (Under)	(1,634,661)	(2,174,916)	(2,369,446)	(1,580,290)	(1,375,345)	(1,239,859)	(1,486,571)	(2,121,819)	
Actual Year-end Fund Balance	$8,834,272	$10,423,114	$5,994,906	$8,510,304	$10,242,415	$9,680,612	$12,126,011	$9,921,367	
Over (Under) Budgeted Fund Balance	$ 3,817,947	$ 3,934,798	$ 1,955,294	$ 2,846,659	$ 4,983,509	$ 4,691,971	$ 6,391,717	$ 3,892,709	
% Over (Under)	76.1%	60.6%	48.4%	50.3%	94.8%	94.1%	111.5%	64.6%	
% Over (Under) Revenues	7.2%	5.5%	(1.1%)	3.2%	8.7%	7.9%	10.2%	3.4%	
% Over (Under) Expenditures	(5.0%)	(6.4%)	(5.6%)	(3.9%)	(3.1%)	(2.5%)	(2.9%)	(3.7%)	

Benton County

2009 Revenue Budget to Actuals*

(Monthly Financial Report pg 17 – Total Revenues)

(* includes Monthly Accruals & Receivables Aging)

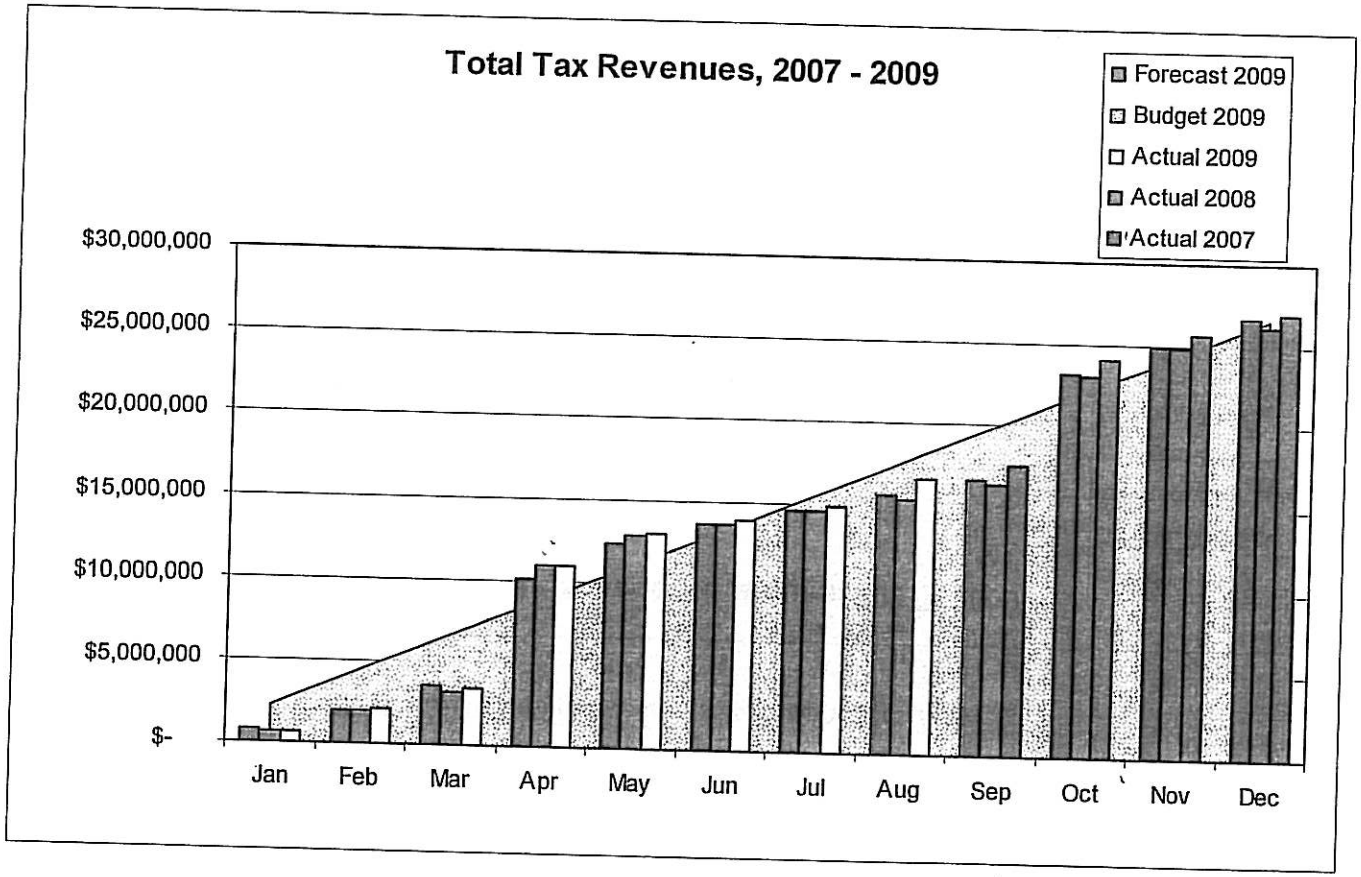


Benton County

2009 Revenue Budget to Actuals *

(Monthly Financial Report pg 16 – Total Tax Revenues)

(* includes Monthly Accruals & Receivables Aging)

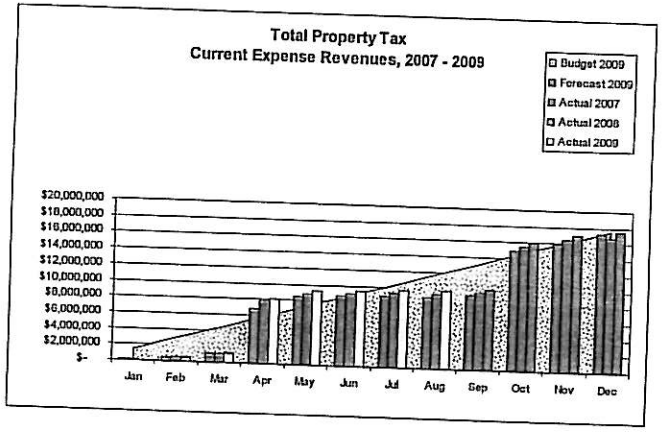


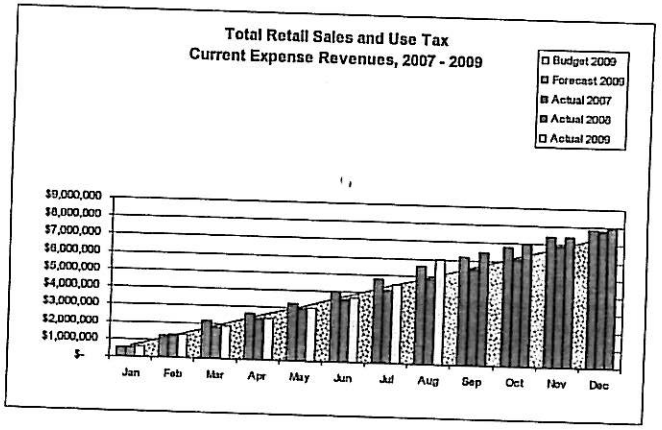
Benton County

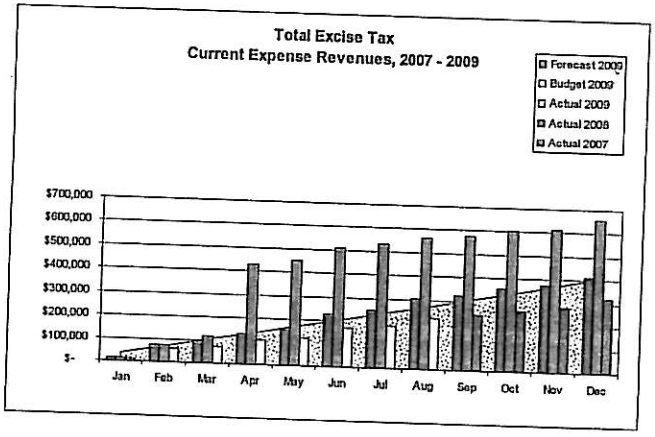
2009 Revenue Budget to Actuals *

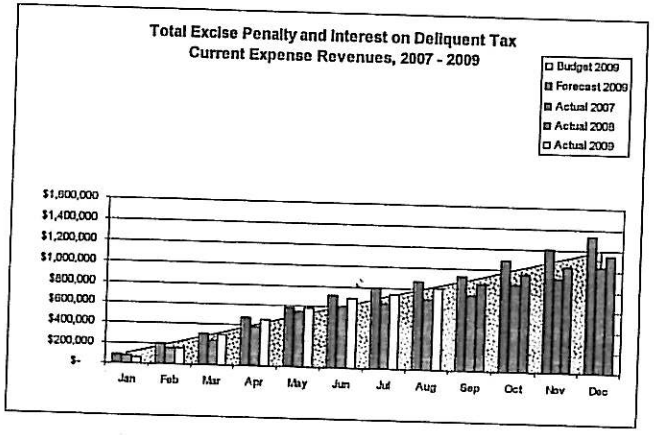
(Monthly Financial Report pg 16 – Tax Categories)

(* includes Monthly Accruals & Receivables Aging)







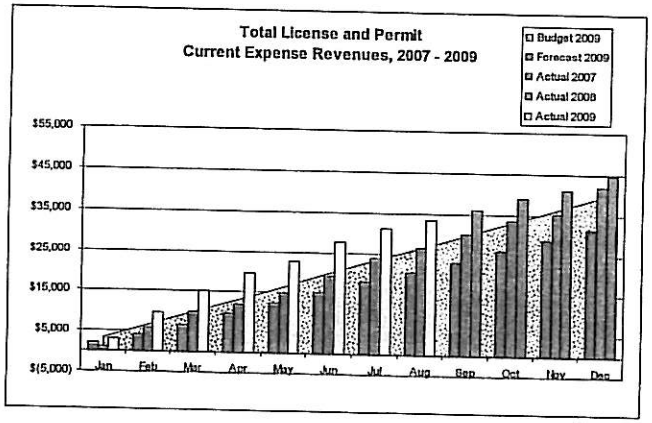


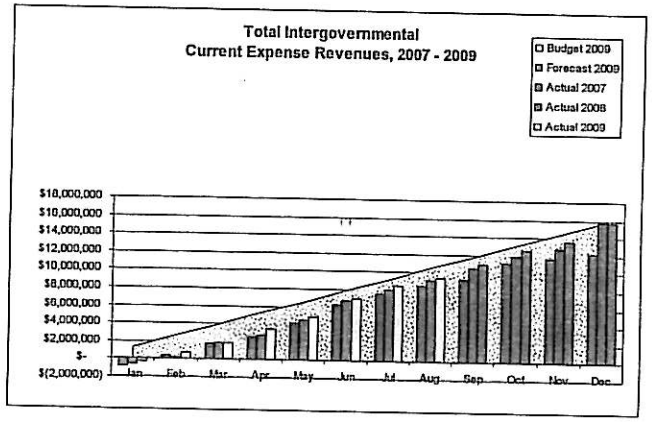
Benton County

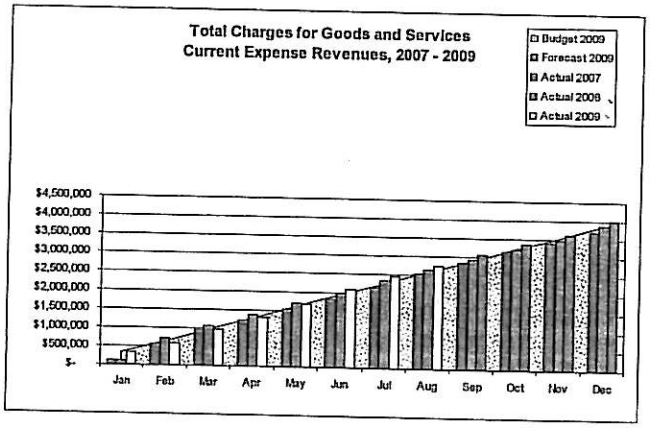
2009 Revenue Budget to Actuals *

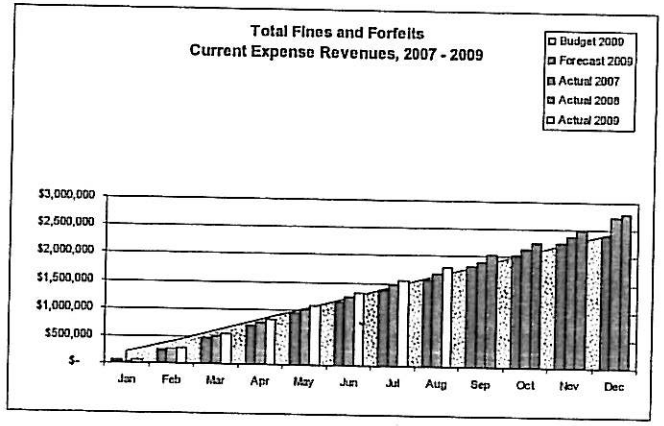
(Monthly Financial Report pgs 16-17 – Total Other Revenue)

(*includes Monthly Accruals & Receivables Aging)







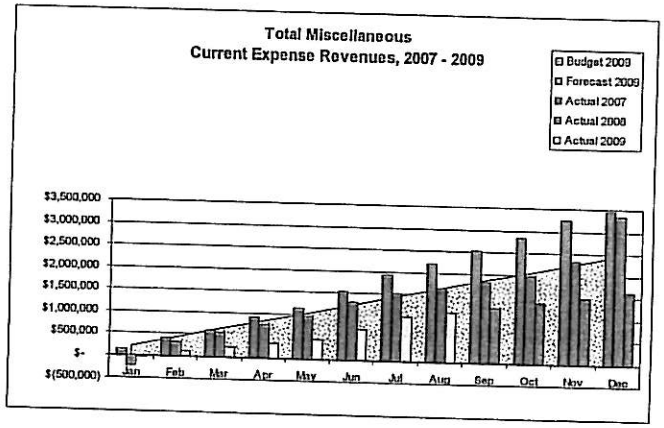


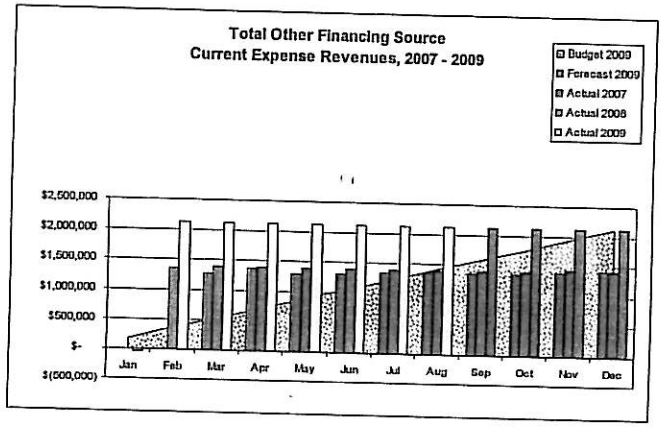
Benton County

2009 Revenue Budget to Actuals *

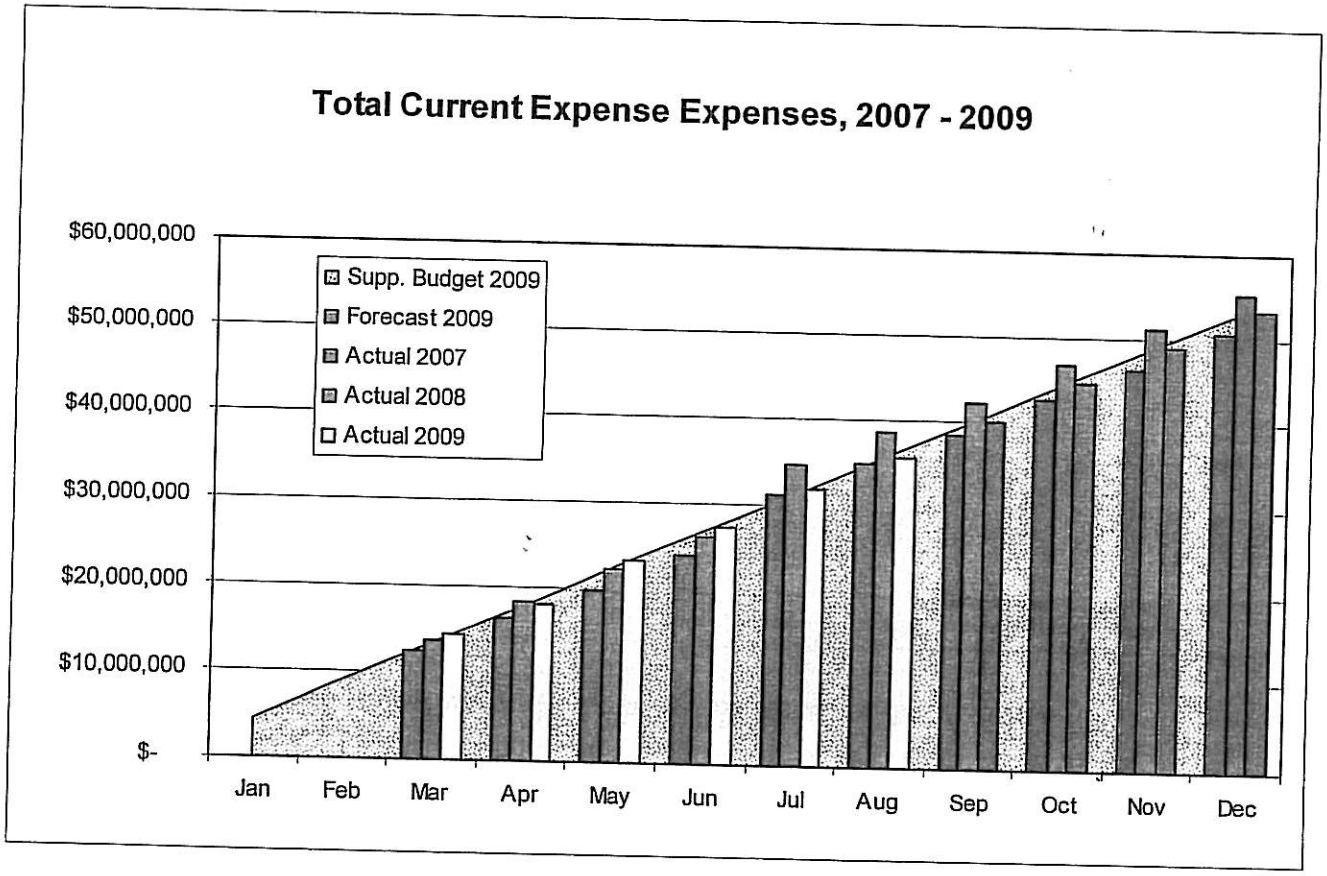
(Monthly Financial Report pg 17 – Total Other Revenue)

(* includes Monthly Accruals & Receivables Aging)





Benton County
2009 Expenditures Budget to Actuals
(Monthly Financial Report pg 25 – Total Expenditures)



CURRENT EXPENSE
FUND BALANCE COMPARISON

	2001	2002	2003	2004	2005	2006	2007	2008	2009
Actual Beginning Fund Balance	$ 7,260,245	$ 8,834,272	$ 10,423,114	$ 5,994,906	$ 8,510,304	$ 10,242,415	$ 9,680,612	$ 12,126,011	$ 9,921,367
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Budgeted Expenditures	(32,670,700)	(34,119,930)	(42,554,202)	(40,072,453)	(44,589,550)	(49,141,700)	(51,862,651)	(57,486,141)	(53,920,575)
Budgeted Year-end Fund Balance	5,016,325	6,488,316	4,039,612	5,663,645	5,258,906	4,988,641	5,734,294	6,028,658	$ 9,186,828
Revenue Over (Under)	2,183,286	1,759,882	(414,152)	1,266,369	3,608,164	3,452,112	4,905,146	1,770,890	25,469
Expenditures Over (Under)	(1,634,661)	(2,174,916)	(2,369,446)	(1,580,290)	(1,375,345)	(1,239,859)	(1,486,571)	(2,121,819)	(802,372)
Actual Year-end Fund Balance	$8,834,272	$10,423,114	$5,994,906	$8,510,304	$10,242,415	$9,680,612	$12,126,011	$9,921,367	$10,014,669
Over (Under) Budgeted Fund Balance	$ 3,817,947	$ 3,934,798	$ 1,955,294	$ 2,846,659	$ 4,983,509	$ 4,691,971	$ 6,391,717	$ 3,892,709	$ 827,841
% Over (Under)	76.1%	60.6%	48.4%	50.3%	94.8%	94.1%	111.5%	64.6%	9.0%
% Over (Under) Revenues	7.2%	5.5%	(1.1%)	3.2%	8.7%	7.9%	10.2%	3.4%	0.0%
% Over (Under) Expenditures	(5.0%)	(6.4%)	(5.6%)	(3.9%)	(3.1%)	(2.5%)	(2.9%)	(3.7%)	(1.5%)

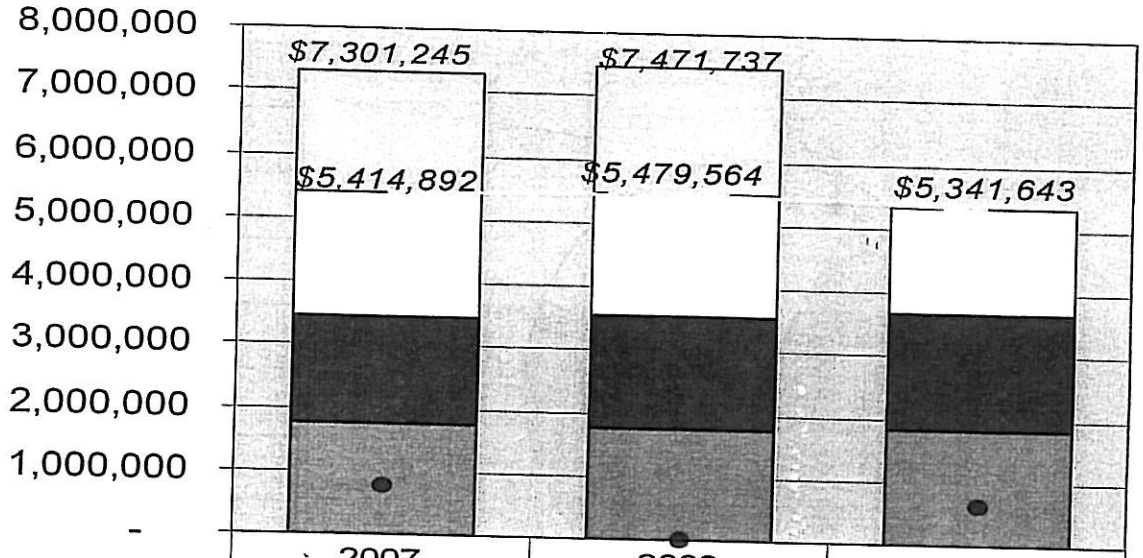
Retail Sales & Use Tax

Period Ending 8/31/09

Presented By: Nick Kooiker
Benton County Treasurer's Office

Total Retail Sales & Use Tax

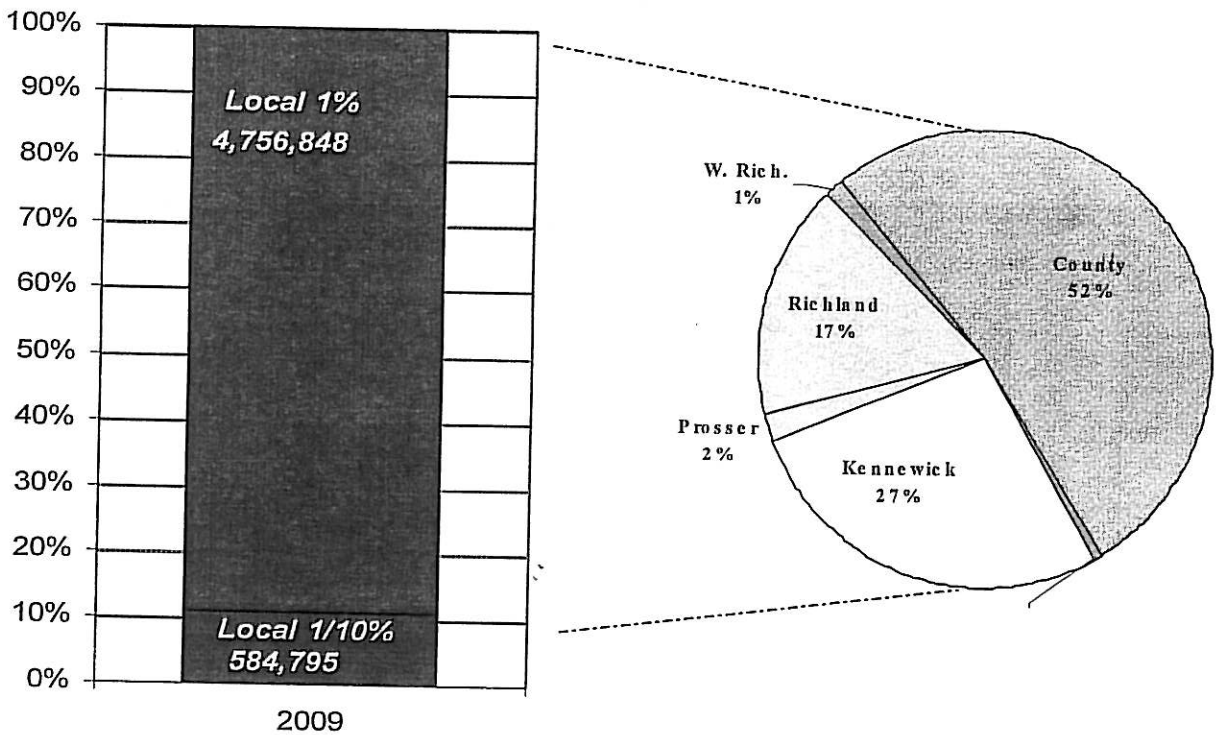
Revenue Comparison to Prior Years



	2007	2008	2009
Q4	1,886,352	1,992,173	-
Q3	1,945,117	1,925,805	1,674,412
Q2	1,720,012	1,787,215	1,834,119
Q1	1,749,763	1,766,544	1,833,112
Rev Thru August	5,414,892	5,479,564	5,341,643
1x Adjustments	761,936	-	611,471

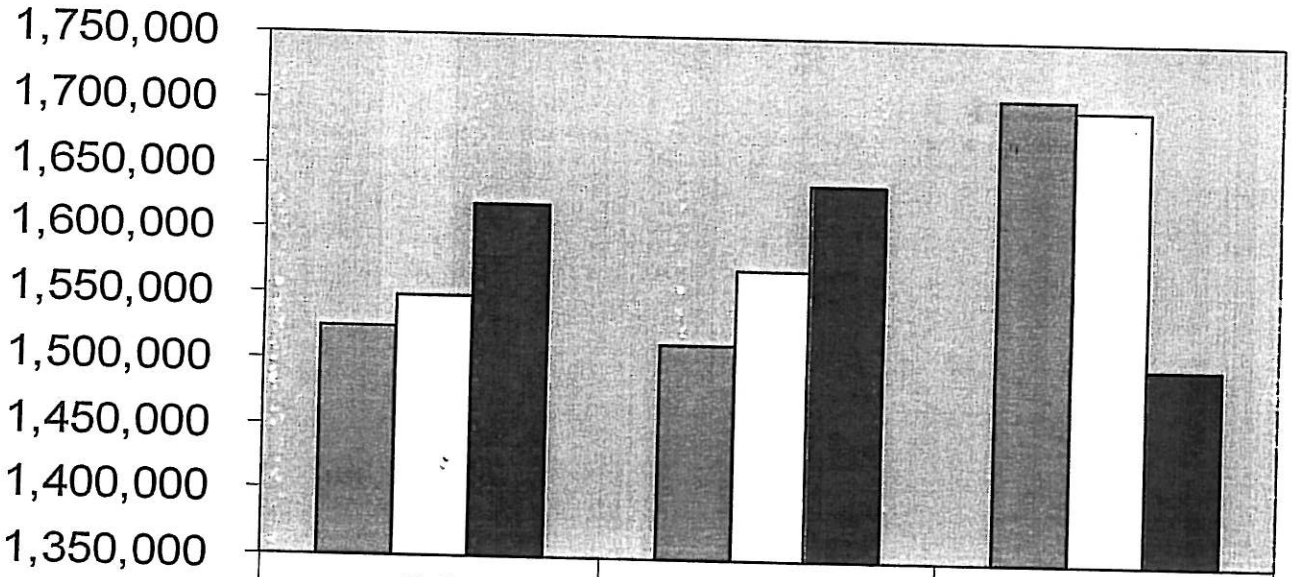
2009 Revenue Distribution Thru August

By Source & Location



Local 1%

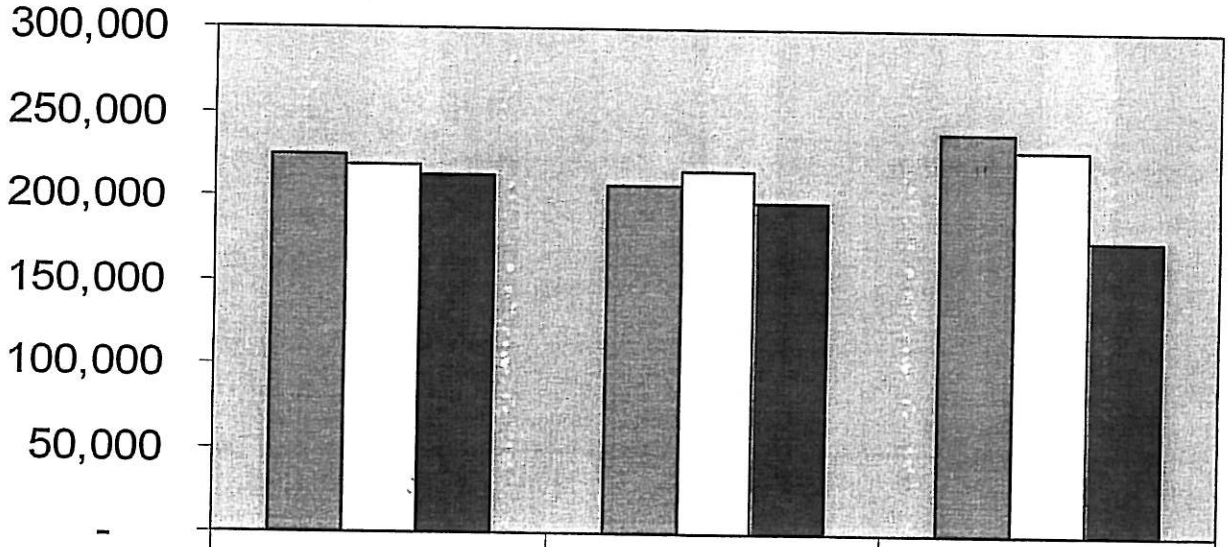
Quarterly Comparison to Prior Periods



	Q1	Q2	Q3-thru Aug
2007	1,525,258	1,512,965	1,705,691
2008	1,547,705	1,571,593	1,697,463
2009	1,620,743	1,637,535	1,498,570

Local 1/10% CJ

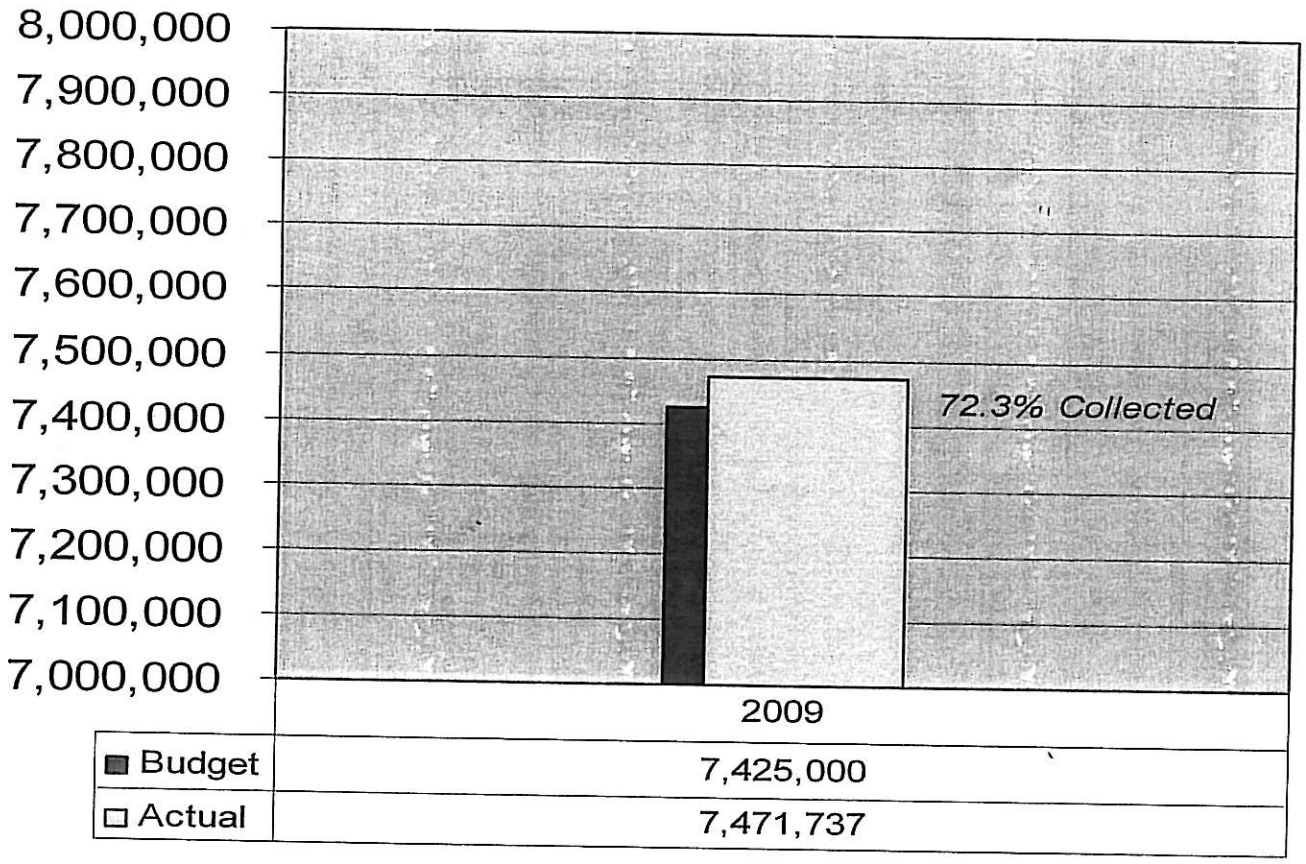
Quarterly Comparison to Prior Periods



	Q1	Q2	Q3-thru Aug
2007	224,505	207,047	239,427
2008	218,840	215,622	228,342
2009	212,368	196,584	175,843

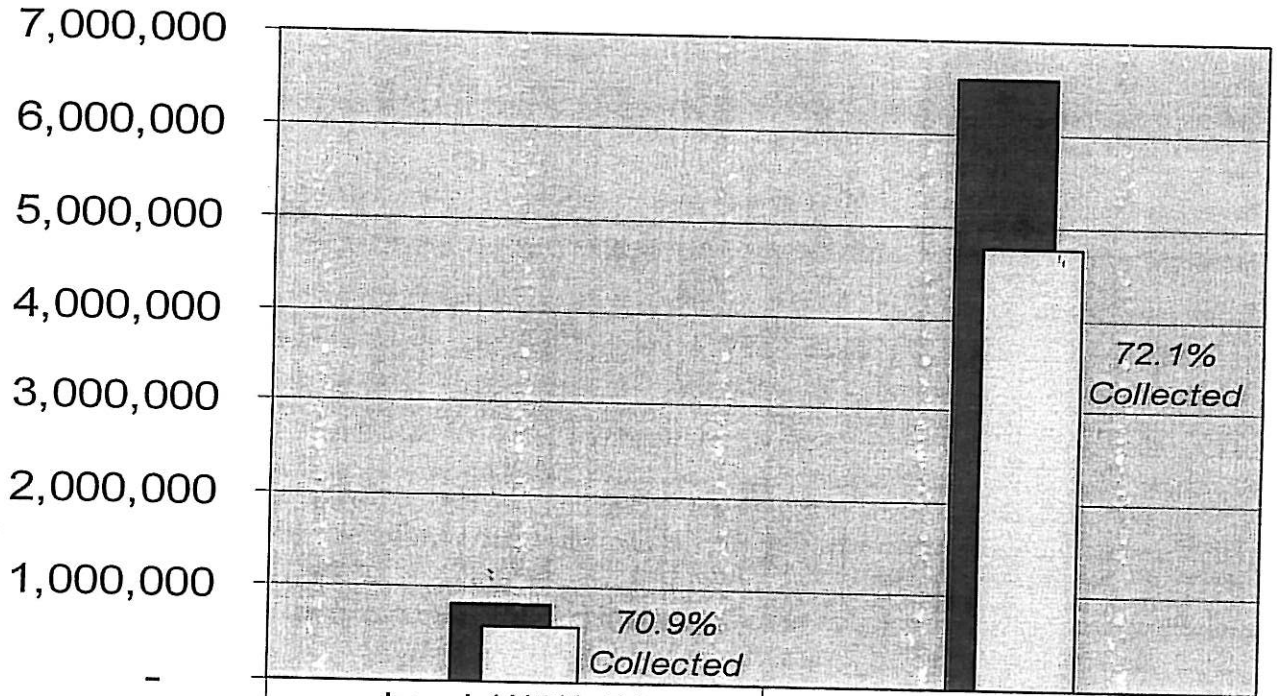
Total Retail Sales & Use Tax

Budget to Actual (66.7% Elapsed Time)



Local 1% & 1/10%

Budget to Actual (66.7% Elapsed Time)



	Local 1/10% CJ	Local 1% Excluding 1x Adj
09 Budget	825,000	6,600,000
09 Actual	584,795	4,756,848

Additional Comments/Questions?

Benton County
Jail Contract Housing
August 31st 2009 Actuals vs. Projections

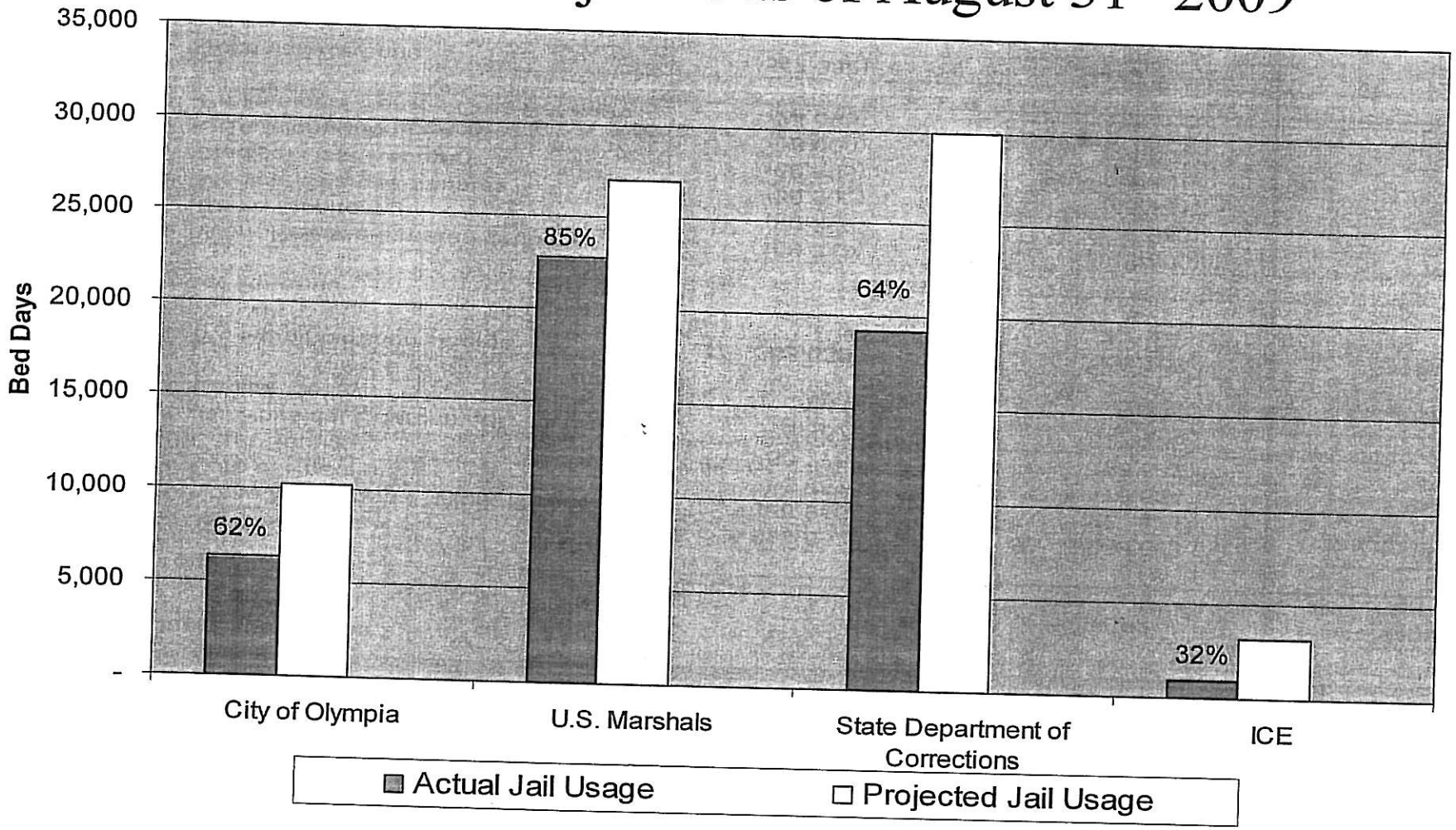
2009 Contract Housing Actual Revenue:			
	Actuals/Bills Outstanding**	2009 Contract Projection***	Percentage Received
City of Olympia	$ 440,550	$ 660,825	67%
U.S. Marshals	1,575,063	1,863,000	85%
State Department of Corrections	1,153,946	1,800,600	64%
ICE	70,518	220,800	32%
Total Jail Revenue	3,240,077	4,545,225	71%
2009 Contract Housing Actual Expenditures:			
Contract Housing*	(2,343,640)	(3,593,779)	65%
5% Administration Charge	(117,182)	(179,689)	65%
Total Contract Housing	(2,460,822)	(3,773,468)	65%
Net Income/(Loss)	$ 779,255	$ 771,757	101%

*Contract Housing equals 25% of Actuals and Budget.

**Note - Due to both timing and the terms for each contract, not all invoiced amounts have been received.

***Note - Contract revenue projections found in 2008 Benton County Jail Year End Summary Report.

Benton County
Contract Agencies Bed Usage
Actual vs. Projected as of August 31st 2009



Benton County Local Municipalities

as of August 31st 2009

2009 Jail Actual Expenditures:*

		EDEN Actuals	Adjusted Budget	Percentage Received
523.200	Jail Operations	$ 5,895,552	$ 8,969,063	66%
523.210	Home Monitoring & Work Release	168,955	277,171	61%
523.600	Care of Prisoners	755,457	1,176,524	64%
523.930	Court Security	60,775	96,832	63%
539.500	Jail Physical Environment	379,167	627,336	60%
594.230	Capital Outlay	744	8,415	9%
	5% Administration Charge	363,032	557,767	65%
Less: Jail Actual Revenue				
342-36-0010	Work Release-Inmate Portion	(109,310)	(145,000)	75%
342-36-0002	Home Monitoring	(90,369)	(126,963)	71%
342-36-0003	Medical Charges-Inmates	(36,902)	(45,141)	82%
342-36-0005	Medical Cost Recovery	(68,658)	(94,491)	73%
342-36-0006	SSA Information Fee	(18,000)	(24,000)	75%
342-36-0009	Professional Service Cost Recovery	(24,093)	(36,763)	66%
	Total Jail Revenue	(347,332)	(472,358)	74%
	Net Billable Expenditures	7,276,350	11,240,750	65%
	Depreciation	118,667	178,000	67%
Less: 3rd Floor Jail Net (Income)/Loss		(779,255)	(771,757)	101%
	Net Billable Charges	$ 6,615,762	$ 10,646,993	62%

*Jail Expenditures equal 75% of Actuals and Budget (Insurance Mgt, Worker's Comp, Accumulated Leave, and Holiday Pay have been prorated).

Benton County Cost Per Bed Day

as of August 31st 2009

2009 Jail Billing (Actual Usage Including Work Release):

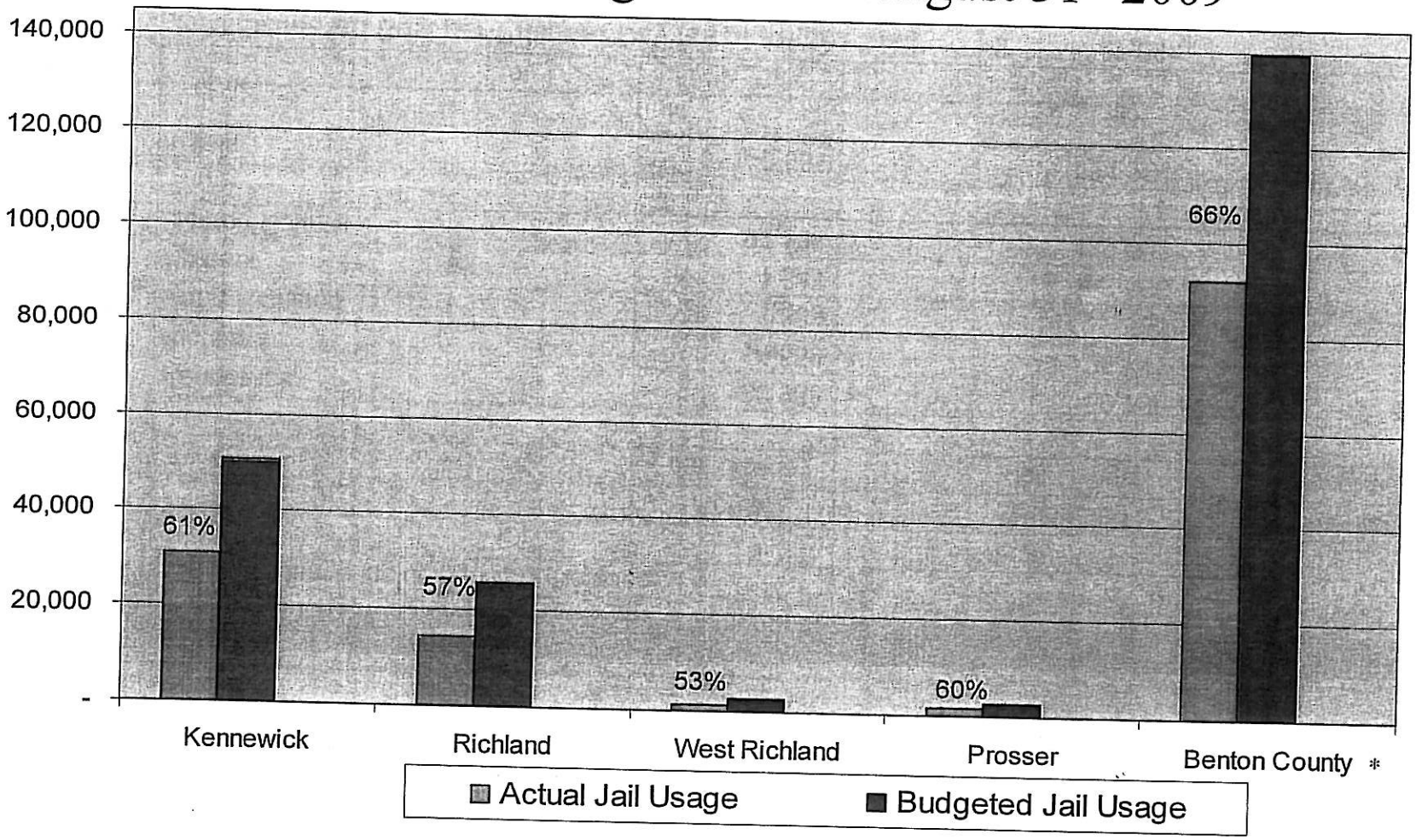
	Actual Jail Usage	Budgeted Jail Usage	Percentage Received
Kennewick	30,988	50,796	61%
Richland	14,559	25,741	57%
West Richland	1,363	2,581	53%
Prosser	1,541	2,566	60%
Benton County	92,131	139,603	66%
Totals	140,581	221,287	64%

2009 Estimated Cost per Prisoner Day (as of August 31st)	**$ 47.06**
2009 Billed Rate**	**48.11**
Difference	**$ 1.05**

**Billed rate adjusted to $45.00 in June 2009

Benton County Local Bed Usage

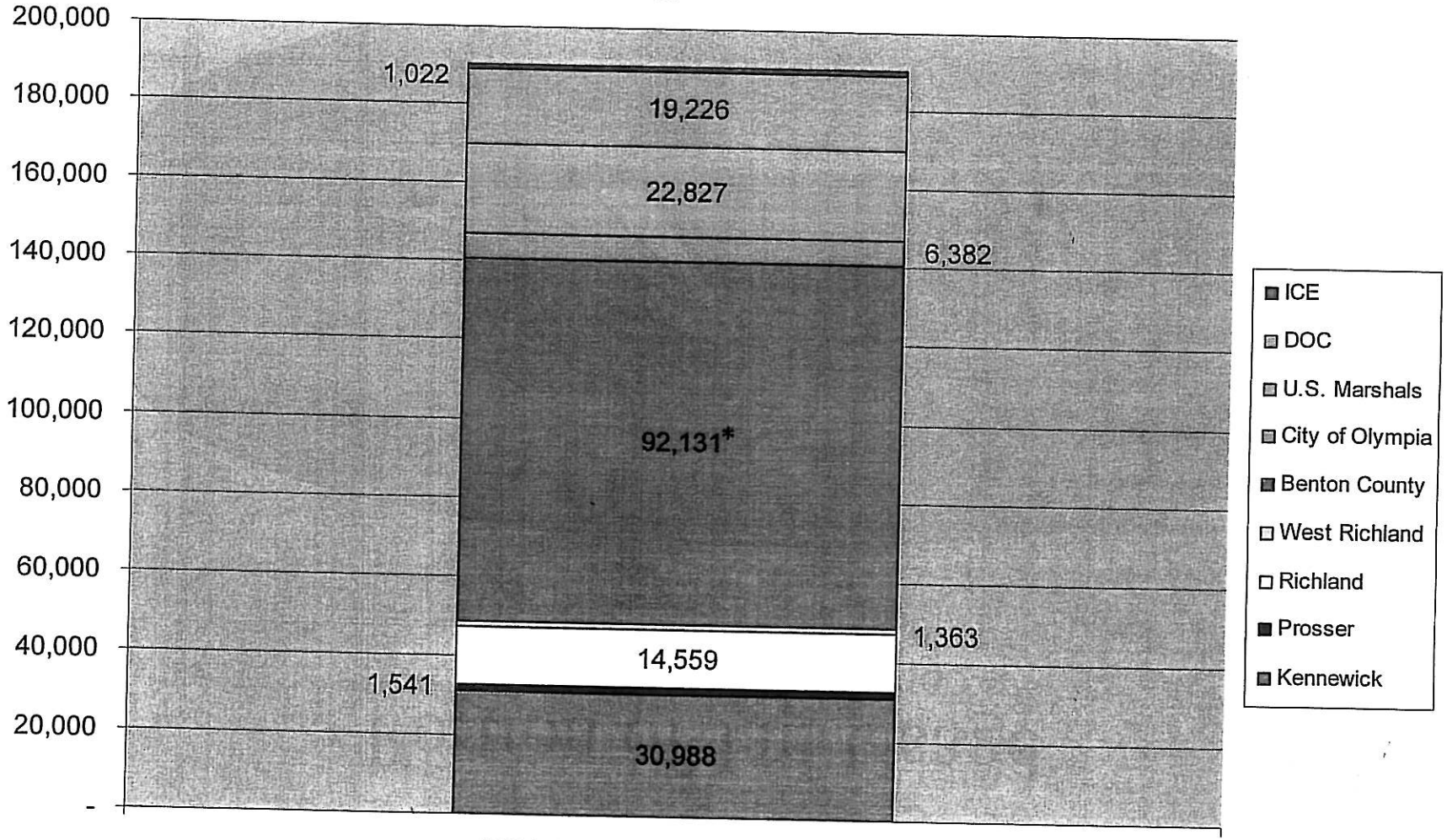
Actual vs. Budgeted as of August 31st 2009



Percentage Reflects the Percentage of Actual Usage Over Budgeted Usage

*Benton County bed usage includes County Misdemeanors, Metro, Juvenile, Out of County, and Felons

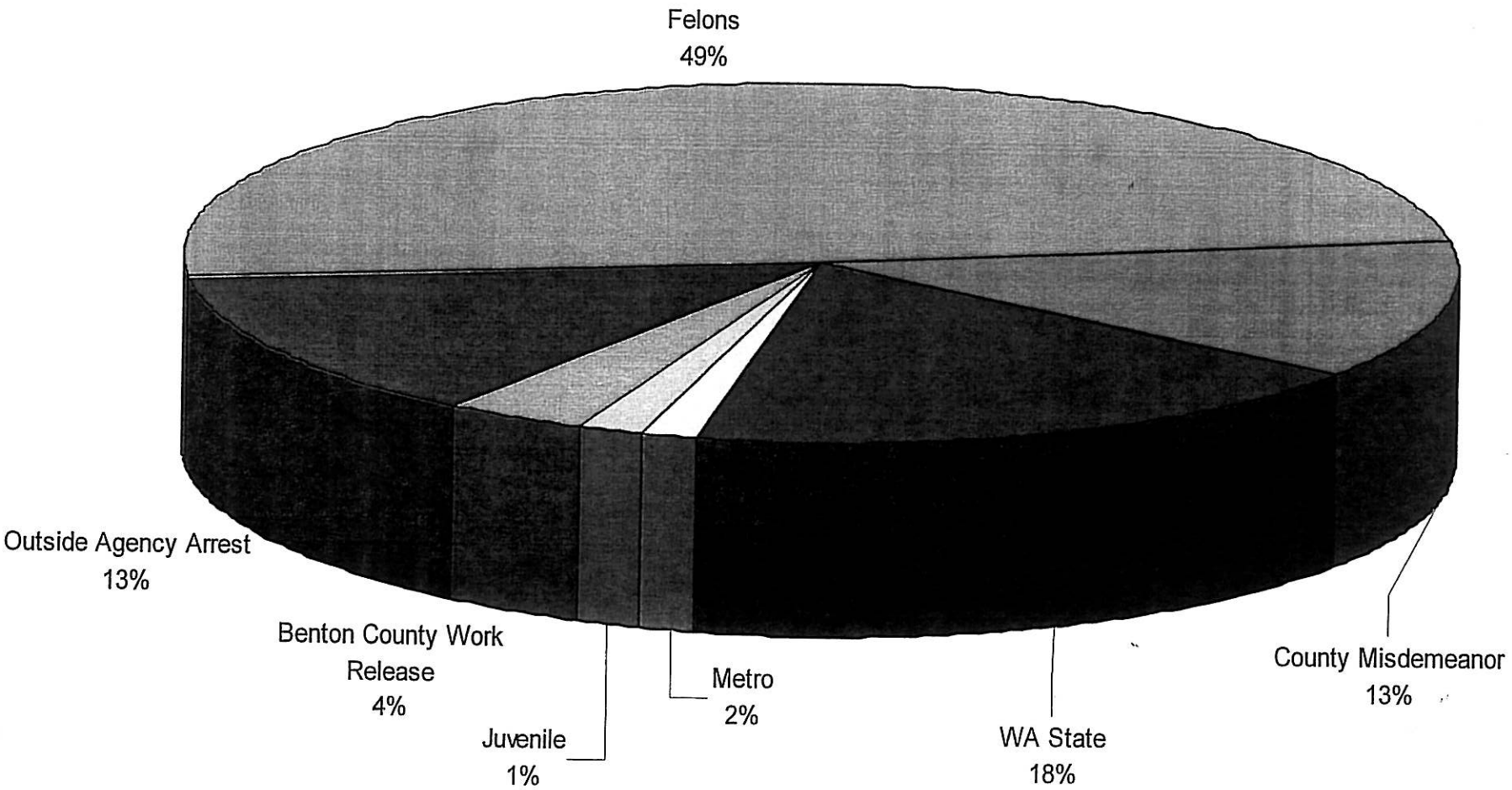
Benton County
Jail Usage by Responsible Agency
as of August 31st 2009



2009 Actual Bed Usage 190,038

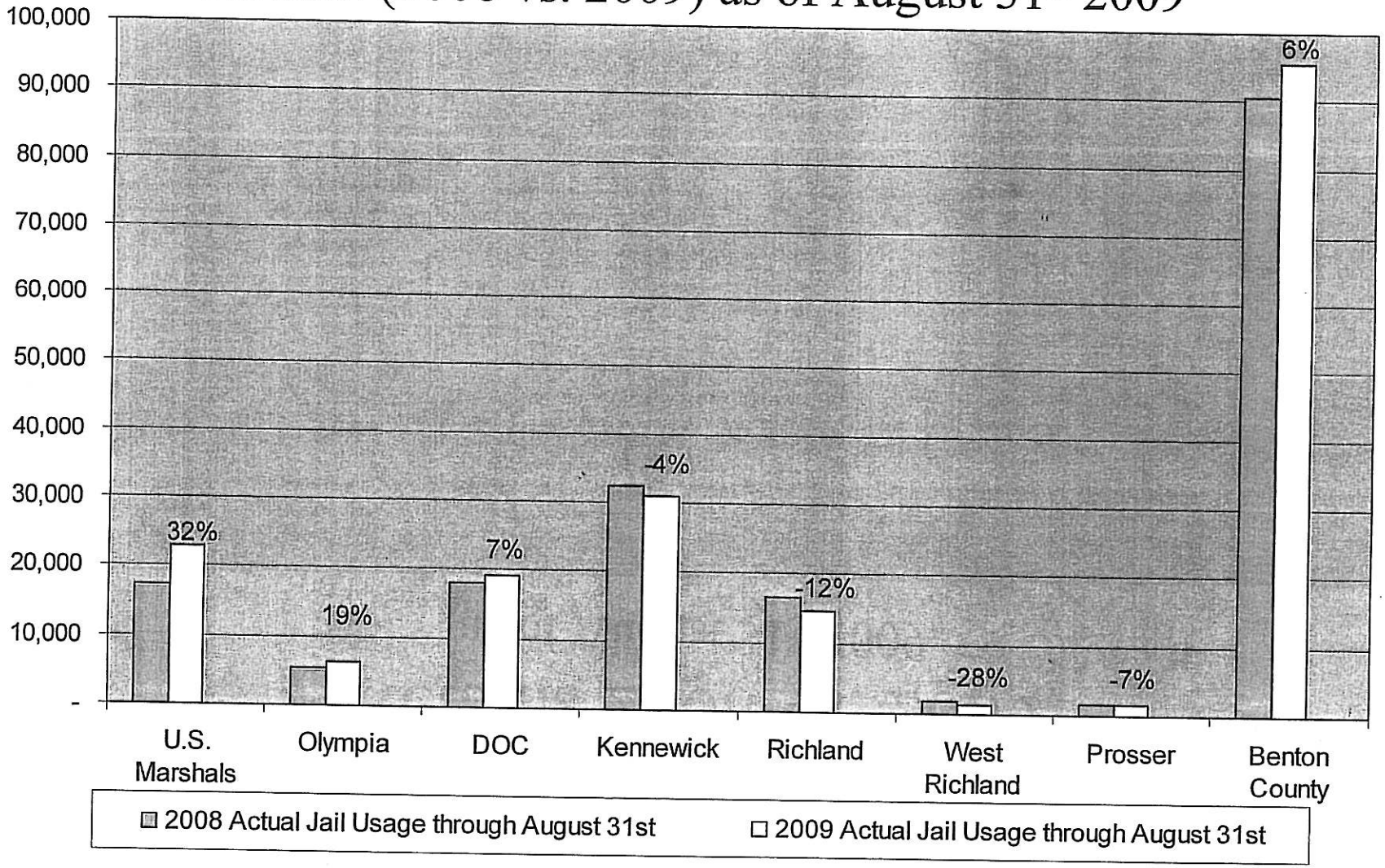
* See additional pie chart for further information on Benton County portion

Benton County
Portion of Jail Usage
as of August 31st 2009



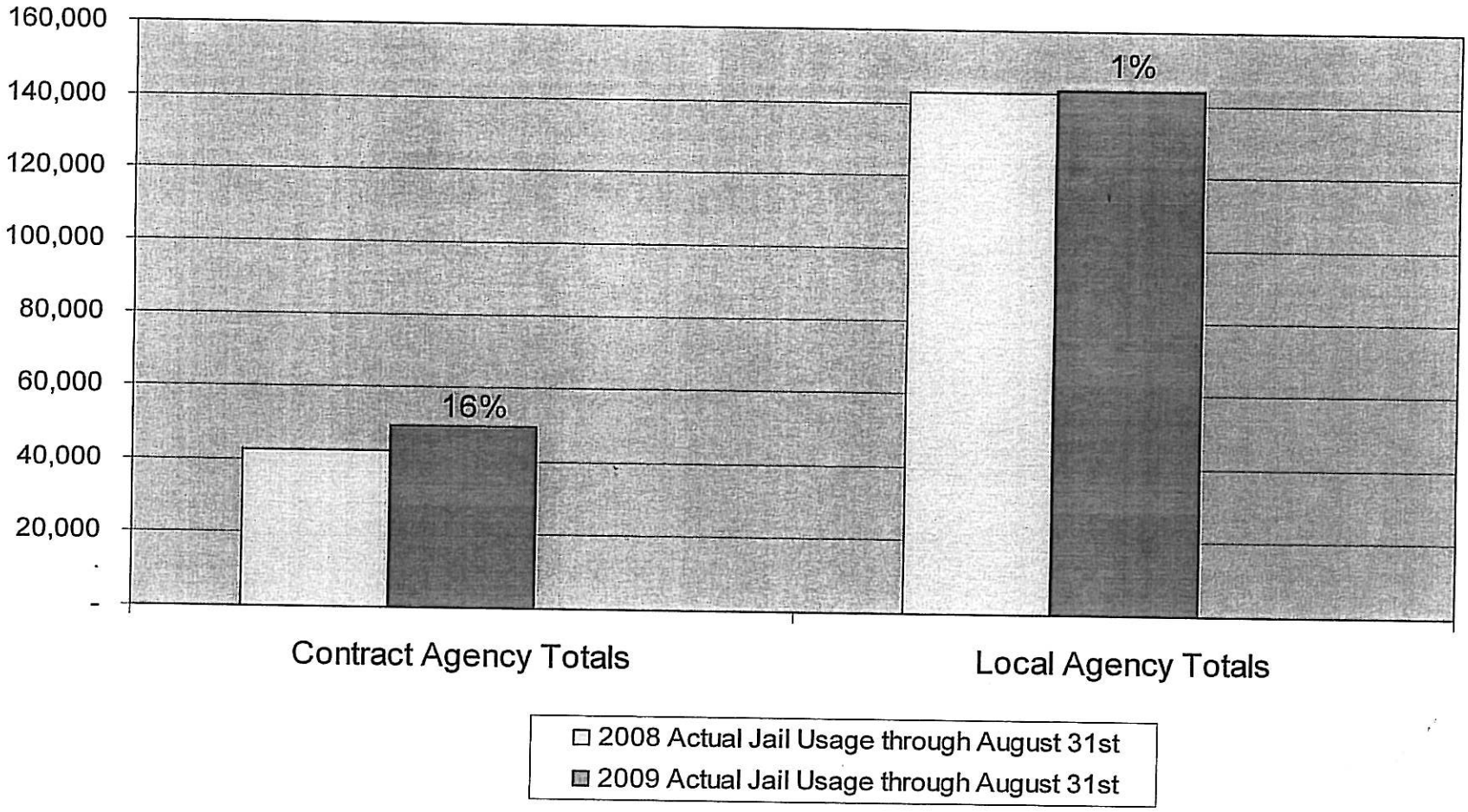
Benton County Jail Usage

Actuals (2008 vs. 2009) as of August 31st 2009



Contract and Local Agency Usage Actuals 2008 vs. 2009

as of August 31st 2009



Update on 3 Funds

- Protective Inspection Services Fund
  0149-101
- Veteran's Assistance Fund
  0104-101
- Capital Projects Fund
  0305-101

9:35

2010 Benton County Road Program

Presented to the

Board of County Commissioners

On October 5, 2009

Max E. Benitz, Jr., Chairman

Leo M. Bowman, Pro-Tem

James R. Beaver, Member

2010
ROAD PROGRAM
Estimated Revenues

09/29/09

B.A.R.S.#		COUNTY	STATE	FEDERAL	OTHER	TOTAL
291.74.0001	Fund Balance January 1, 2010	2,683,220	0	0	0	2,683,220
311.10.0500	Road Levy 2010(Prior to $476,646 Diversion to Traffic Law Enforcemnt)	5,310,117	0	0	0	5,310,117
311.12.0001	Administrative Refund	35,000	0	0	0	35,000
317.20.0001	Leasehold	0	100,000	0	0	100,000
321.91.2100	Franchise Fees	1,500	0	0	0	1,500
322.90.0002	Trail Access Permits	300	0	0	0	300
336.00.8901	Gas Tax (County Apportionment)	0	3,084,884	0	0	3,084,884
338.42.0501	Road Maintenance Services	15,000	0	0	0	15,000
338.95.0501	Road Construction & Engr Services	700,000	0	0	0	700,000
339.22.0201	ARRA Road Funds	0	0	1,200,000	0	1,200,000
341.50.0501	Sale of Maps	100	0	0	0	100
341.69.0501	Sale of Prints	15,000	0	0	0	15,000
344.10.0501	Various Road Repairs	5,000	0	0	0	5,000
344.10.0502	Private Road Signs	300	0	0	0	300
344.20.0501	Sale of Aggregate Materials	20,000	0	0	0	20,000
344.90.0501-2	Plat Road/Access Road/Encroachment Review	10,300	0	0	0	10,300
344.90.0503-4	Road Vacations / Affidavits of Correction	2,200	0	0	0	2,200
349.16.0501	Personnel Admin Services by Co Road	125,000	0	0	0	125,000
349.95.0001	Road & Engineering Services	0	0	0	18,000	18,000
361.11.0001	Interest	20,000	0	0	0	20,000
362.10.0501	Equipment & Vehicle Rentals	300	0	0	0	300
362.90.0501-2	Other Rents	200	0	0	0	200
367.00-0001	Contributions / Donations	0	0	0	342,000	342,000
369.10.0501	Special Sales By County Road	300	0	0	0	300
369.40.0501	Judgements and Settlements	400	0	0	0	400
369.90.0001	Miscellaneous Revenues	1,000	0	0	0	1,000
369.90.0501	Sale of Salvage - Road	200	0	0	0	200
369.90.0502	Miscellaneous Revenues (REA Capital Payment)	500	0	0	0	500
369.90.0504	Tourist Information Signs	300	0	0	0	300
386.70.0501	Sales Tax Collection	1,500	0	0	0	1,500
395.10.0002	Sale of Fixed Assets - Equipment	300	0	0	0	300
395.10.0501	Sale of Fixed Assets - Road	300	0	0	0	300
397.10.0000	Operating Transfers-In to Road Fund					
.0103	Flood Control Fund	0	0	0	55,900	55,900
.0114	Paths & Trails Reserve Fund	0	0	0	29,500	29,500
.0153	Vitrification Impact Fund	0	0	0	500,000	500,000
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	8,948,337	3,184,884	1,200,000	945,400	14,278,621
	GRANT / MATCHING FUNDS					
333.20.2501	Federal: STP/U Urban	0	0	0	0	0
333.20.2502	STP/R Rural	0	0	192,000	0	192,000
333.20.2503	BRAC, BRRP Bridge	0	0	0	0	0
333.20.2504	STP/S Safety (HES)	0	0	0	0	0
333.20.2505	R-HCP Railroad (RRP)	0	0	9,000	0	9,000
333.20.2506	ER Emergency Relief Program	0	0	0	0	0
333.20.2507	STP/E Enhancement (TEP)	0	0	0	0	0
333.20.2508	Rural Economic Vitality (REV) Program	0	0	0	0	0
333.20.2509	Rural 2-Lane Road Safety Improvements	0	0	0	0	0
333.20.2510	Demonstration Projects (HPP)	0	0	2,577,000	0	2,577,000
333.11.3070	DOC Economic Development Admin (EDA)	0	0	0	0	0
334.03.6100	Freight Mobility Strategic Investment Board (FMSIB)	0	0	0	0	0
334.03.7100	Rural Arterial Program	0	2,872,000	0	0	2,872,000
334.03.7200	CAPP (Arterial Preservation)	0	378,626	0	0	378,626
334.03.8501	Transportation Improvement Board AIP/TPP Grants	0	11,900	0	0	11,900
	Subtotal	0	3,262,526	2,778,000	0	6,040,526
	GRAND TOTAL	8,948,337	6,447,410	3,978,000	945,400	20,319,147

2010

ROAD PROGRAM

Estimated Expenditures

		COUNTY Road Fund	(CAPP, RAP, TIB) STATE	(ARRA, BRAC,BRRP, HES, R-HCP, REV, STPR-HPP, STPU, TEP) FEDERAL	09/29/09 (Flood Control 55.9k, Paths & Trails 29.5k, R/W & Design Contrib.342k, Developer Reimbmt.18k, VIT Fund 500k) OTHER	TOTAL
	Traffic Law Enforcement (Diversion of County Road Funds)	476,646	0	0	0	476,646
541.00	Preservation	1,791,161	378,626	0	0	2,169,787
542.00	Maintenance	4,212,756	0	0	0	4,212,756
543.00	Administration	1,253,054	0	0	0	1,253,054
544.00	Operations	706,404	0	0	0	706,404
586.00	Agency Disbursements to WS Dept of Revenue	1,500	0	0	0	1,500
591.950.7800	Redemption of Long-Term Debt (PWTF Loan SR397)	197,750	0	0	0	197,750
592.950.8300	Interest and Other Debt Service Costs (PWTF Loan SR397)	14,850	0	0	0	14,850
	Subtotal	8,654,121	378,626	0	0	9,032,747
$ Source	**595.00 Construction: County Funded Projects**					
Road	Travis Road: Sellards to Henson Roads	5,000	0	0	0	5,000
Road	Bert James Road: Sellards to SR221	5,000	0	0	0	5,000
Road	Hinzerling / Johnson / OIEH Intersection	195,000	0	0	0	195,000
Road	North River Road Curve	5,000	0	0	0	5,000
Road	Rothrock / Foisy / OIEH Intersection	150,000	0	0	0	150,000
Road	Webber Canyon Road: Ravage Irrigation Drum Vault	80,000	0	0	0	80,000
Road	Paved Road Upgrade Projects	10,000	0	0	0	10,000
Road	Gravel Road Paving Projects	10,000	0	0	0	10,000
Paths & Trails	Paths and Trails: Countywide	0	0	0	10,000	10,000
Road	Railroad Crossings	1,000	0	9,000	0	10,000
VIT Fund	Wiser Parkway Railroad Crossing	0	0	0	500,000	500,000
Road	Emergent Projects	200,000	0	0	0	200,000
Road	Safety Projects	200,000	0	0	0	200,000
Road	Plat Road Review and Engineering	2,000	0	0	18,000	20,000
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	863,000	0	9,000	528,000	1,400,000
$ Source	**595.00 Construction: Partnership / Grant Funded Projects**					
Road / CPF / FMSIB / TIB / Pvt Contrib.	Piert Road: SR 397 to Bowles (Phase 3b)(Engineering only)	8,100	11,900	0	342,000	362,000
Road/STPR-HPP	Webber Canyon Rd (Phase 2a): BNSF Grade Separation	0	0	2,300,000	0	2,300,000
ARRA	Webber Canyon Rd (Phase 2b): Kiona to I-82 (Kiona Road)	0	0	1,200,000	0	1,200,000
Road/STPR-HPP	Red Mountain I-82 Overpass	0	0	267,000	0	267,000
Road/STPR-HPP	Red Mountain I-82 Interchange	0	0	10,000	0	10,000
Road / RAP	Hanks Road: Crosby to Aller (R/W acquistion only)	50,000	450,000	0	0	500,000
Road / RAP	Clodfelter Road: Bentley to C. Williams	880,000	1,275,000	0	0	2,155,000
Road / RAP	Locust Grove: Clodfelter to Edwards	495,000	850,000	0	0	1,345,000
Road / RAP	Nine Canyon Rd: CR 397 to Mills (R/W acquisition only)	25,000	225,000	0	0	250,000
Road / RAP	Nine Canyon Rd: Mills to Beck (Engineering only)	8,000	72,000	0	0	80,000
Road / STPR	Olympia Street: Kennewick City Limits to SR397	118,000	0	192,000	0	310,000
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
	Subtotal	1,584,100	2,883,900	3,969,000	342,000	8,779,000
	519.00 Reimbursable					
519.71	Federal	1,200	0	0	0	1,200
519.72	State	2,100	0	0	0	2,100
519.73	County	47,200	0	0	0	47,200
519.74	City	325,000	0	0	0	325,000
519.75	Other Governmental	93,000	0	0	0	93,000
519.76	Other Funds	535,500	0	0	75,400	610,900
519.77	Non-Governmental	28,000	0	0	0	28,000
	Subtotal	1,032,000	0	0	75,400	1,107,400
	TOTAL EXPENDITURES	12,133,221	3,262,526	3,978,000	945,400	20,319,147

PUBLIC WORKS ROAD FUND PURCHASES

ROAD FUND #0101-101

09/29/09

QTY	ITEM	COST	REPLACEMENT YES/NO
6	AutoCAD Civil 3D Subscription	$6,150	Yes
1	AutoCAD Standard Supscription	$500	Yes
1	Geomedia Subscription	$350	Yes
1	Laptop Computer and Projector for WebCast Programs	$4,500	No
	Total Road Fund #0101-101	**$11,500**	

EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

09/29/09

	QTY		COST	REPLACEMENT YES/NO
A.		**GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT**		
	1	Utility Vehicle	$24,000	Yes
	1	Extended Cab Gas 1/2 Ton 4x4 AT Pickup	$25,000	Yes
	1	Brake Lathe	$10,000	Yes
	15	Traffic Counters and Accessories	$20,000	Yes
	N/A	Grader Blade Cutting Bits (Steel)	$15,000	Supply
	N/A	Snowplow Cutting Bits (Carbide)	$5,000	Supply
	N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	$35,000	Supply
	N/A	Shop Fabrication (Steel)	$4,000	Supply
	N/A	Tire Chain Parts	$4,000	Supply
	N/A	Small Shop Equipment & Tools	$5,000	
	N/A	Sign Shop Equipment & Tools	$2,000	
		Total	**$149,000**	
		E R & R VEHICLES FOR OTHER DEPARTMENTS		
	1	Fullsize 4-Door Sedan for B C Commissioner District 2	$25,000	Yes
	1	Utility Vehicle for Assessor	$24,000	Yes
	1	AWD Van or Utility Vehicle for Coroner	$24,000	Yes
		Total	**$73,000**	
B.		**OFFICE EQUIPMENT**		
	1	Lab & Testing Equipment (for Eng'r Lab Trailer)	$3,000	Yes
	1	Microfilm Reader-Printer or Large Document Scanner	$45,000	Yes
	3	Computers	$12,500	Yes
	4	Flat Panel Computer Monitors (20" Monitors)	$1,600	Yes
	1	HP 5550dtn Printer	$6,500	Yes
	N/A	Office Equipment and Furnishings	$3,000	Yes
		Total	**$71,600**	

C.	**FACILITIES**	
	Repairs at the Kennewick Shop (re-wire truck barn; replace electrical service in rear of shop; repair roof; replace damaged facial board; and repair/replace 2 leaking swamp coolers)	$50,000
	General Building Maintenance & Repairs	$15,000
	Total	**$65,000**

D.	**INVENTORY**	
	Aggregate Purchase (Crushing & Stockpiling at Cherry Lane R-52)	$500,000
	Traffic Sign Materials	$100,000
	Bulk Diesel Fuel	$200,000
	Liquid De-icer (Magnesium Choride)	$15,000
	Total	**$815,000**

Grand Total **$1,173,600**

10:05

Benton-Franklin Council of Governments

1622 TERMINAL DRIVE
P.O. BOX 217
RICHLAND, WA 99352

Phone: (509) 943-9185
FAX: (509) 943-6756
WWW.BFCOG.US

RECEIVED
AUG 28 2009
BENTON COUNTY COMMISSIONERS

August 27, 2009

Max	✓
Leo	✓
Jim	✓
David	✓
Loretta	✓
Other	Ivey

To: Max Benitz Jr. Commission Chair

Subject: Columbia River Bridge Crossing Study Budget and Selection of Jurisdiction Voting Member.

Dear Commissioner,

The BFCG and many MPO jurisdictions have been looking at a new crossing of the Columbia River over the last few years. This legislative session a $250,000 study proposed by the BFCG was half funded per WSDOT in June. The funding was available July 1st, 2009. Based on many meetings over the last year it has been determined that this is a truly regional study and multiple members should be involved in the recommendations.

Last Friday, the BFCG Board approved a recommended funding approach to match the legislative funds. Your jurisdiction's amount is shown on the attachment as well as the other metropolitan partners. This notice should help member agencies that are in the 2010 budget process.

Additionally, the Board approved a steering committee to help guide the study and the consultant. We are asking that you notify us of who your Elected Official will be on this study. Alternates will be allowed but members must be elected officials in order to vote. Technical staff members are encouraged to attend but are not allowed to vote.

We would appreciate your response to these two requests by September 18, 2009 so we can schedule our first meeting before October.

It is anticipated that the study will last about one year. Please call me if you have any questions.

Sincerely, Mark Kuhner

cc: David Sparks, County Administrator

Attach: BFCG recommended budget.

MRS056-MK-W-09

AGENDA ITEM: 17B

Benton-Franklin Council Of Governments

1622 Terminal Drive
P.O. Box 217
Richland, WA 99352

Phone : (509) 943-9185
Fax: (509) 943-6756

August 11, 2009

TO: BENTON-FRANKLIN COUNCIL OF GOVERNMENTS BOARD
Bob Koch, President

FROM: Executive Committee
Bob Koch, President

SUBJECT: Columbia River Crossing Study Funding Proposal and Alternates

RECOMMENDATION: Encourage individual jurisdiction participation in the funding of the Columbia River Crossing Study as indicated below; and that voting committee alternates must be an elected official.

CRCS STUDY PAC FUNDING PROPOSAL

JUSIDICTION	$ Amount	%	New $
BFCG	15,000.00	15.0%	18,750.00
Kennewick	15,000.00	15.0%	18,750.00
Pasco	15,000.00	15.0%	18,750.00
Richland	15,000.00	15.0%	18,750.00
Benton County	10,000.00	10.0%	12,500.00
Franklin County	10,000.00	10.0%	12,500.00
Walla Walla County	2,500.00	2.5%	3,125.00
Port of Benton	5,000.00	5.0%	6,250.00
Port of Kennewick	5,000.00	5.0%	6,250.00
Port of Pasco	5,000.00	5.0%	6,250.00
Port of Walla Walla	2,500.00	2.5%	3,125.00
	100,000.00	100.0%	125,000.00

BACKGROUND: The adoption of the Columbia River Crossing Study Steering Committee at the July meeting left the study $25,000 short of full funding. Each participating jurisdiction is requested to increase their participation by twenty-five percent.