

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
October 20, 2008, 9:00 am.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

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

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kely; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Mike Shuttleworth and Susan Walker, Planning; Treasurer Duane Davidson; DPA Ryan Brown; Sue Schuetze and Steve Becken; Public Works Director Ross Dunfee.

Approval of Minutes

The Minutes of October 13, 2008 were approved.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property – Sheriff Vehicle
- b. Surplus of Personal Property – Computer Equipment, etc.
- c. Surplus of Personal Property – Agreement with Booker Auction Company

Central Services

- d. Approval of Purchase of Wide Format Scanner

Parks

- e. Blanket Service Contract w/The Reiss-Landreau Research

Road/Engineer

- f. Line Item Transfer, Fund No. 0101-101, Dept. 500
- g. Vacation and Abandonment of Unimproved Road Right of Way of Jericho Court

Sheriff

- h. Salary Placement Request

Superior Court

- i. Rescinding Resolution 08-814, Copier Leases

j. Copier Lease w/Ricoh Corporation

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

**Public Hearing – Consider Formation of C.R.I.D. #20**

Steve Becken reviewed the report dated October 15, 2008 and said that as of that date, the petition was valid based upon the percentages in favor by ownership and by frontage. Additionally, the initial estimated cost of \$2.2 million was reduced to approximately \$1.7 million with the removal of the installation costs for utilities. The Public Works Department recommended construction of the road.

Treasurer Duane Davidson discussed the issue of the Treasurer's administrative fees and recommended the Board receive PA review on the appropriateness of reimbursement or collection up front. Additionally, if the process were changed, how it might affect other C.R.I.D.'s.

**Public Testimony**

Thayne Wiser said they had been trying to develop this alternate railroad crossing into Badger Road for a couple of years and to get additional access. He indicated it was important access for school buses and development of new businesses and they were requesting assistance from the County for construction and expected a quick turnaround on repayment of the loan.

Doug Carl, Facility Planner for the Kennewick School District, said a land purchase to the west and a new school worked best for the district and they had purchased property, hired an architect, and the school board announced it would be running a bond measure in March. Also, he said they had money on hand for the architect, land and roads.

Evelyn Cataldo, owner of lot 2, said they were definitely in favor of the project and hoped it moved forward.

Judith Homewood, Coldwell Bank, said she had been assisting the Wisers and was actively pursuing sales of property in this area. She indicated they were completing a closing with a steel fabricator and had interest from other businesses.

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

Commissioner Benitz said it was a good project, but that Benton County did not have the \$1.7 million and did not have a policy in place to form CRID's. He said the Board needed to identify the policy before moving ahead.

Commissioner Bowman said the project should move forward right now and there was money available in Capital Facilities to be used for this important project. He said the money would do what it needed to by improving the economy and tax base by providing new schools, industries and homes.

Chairman Oliver stated he was also in support and believed it was a good project to move forward on. He reminded the public the CRID was not for free, but they would need to repay it.

**MOTION:** Commissioner Bowman moved to approve the proposed CRID #20 with conditions (road minus utilities and Treasurer's concerns regarding the administrative fees). Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

### **Comprehensive Plan Amendment**

Susan Walker and Mike Shuttleworth presented the following comprehensive plan amendments:

CPA 07-02: Proposal by John Sullins to change the land use designation from Rural Lands Five to Rural Lands One on approximately 1,120 acres. The Planning Commission voted to approve with modifications CPA 07-02 to change the density from Rural Lands 5 to Rural Lands 2.5 as an alternative mitigation to his request for Rural Lands 1.

CPA 08-01: Proposal by Wayne Penttila to change the existing land use designation on property from Heavy Industrial to Rural Lands 5 on seven parcels on approximately 200 acres, also known as Hover Industrial Park. The Planning Commission voted to deny CPA 08-01.

Chairman Oliver requested Thayne Wiser to speak on behalf of CPA 07-02. Mr. Wiser said the Planning Commission said they didn't think development should go past the canal and they agreed to that, but he did not see it in the report. He also requested the Board review the Thurston County appeals case because he believed it had a significant impact on Benton County's ability to build and density requirements.

Ryan Brown stated the Thurston County opinion did not indicate that the Courts would uphold a RL-1 designation, however, changing it to RL 2.5 was moot because it was already developed at 2.5.

Susan Walker talked about CPA 08-01 and indicated the land was sold from the Port to a private individual and the Planning Department was required to review the current Comprehensive Plan when making recommendations.

Mike Shuttleworth said the Planning Department was looking at this as prime heavy industrial property that would be difficult to replace somewhere else in the County. As part of the planning process, they have to make sure that land is available for future uses that may come along.

The matter would be scheduled for public hearing at a later date.

### **Public Hearing – Supplemental Appropriation**

Linda Ivey presented the supplement for Office of Public Defense.

Ray Gonzales via/videoconference spoke in favor and said the expenses were mostly for the Sisouvanh case and payment for expert witnesses.

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriation to the 2008 Current Expense Fund, Office of Public Defense, in the amount of \$135,000. Commissioner Bowman seconded and upon vote, the motion carried.

**Budget Recap**

Linda Ivey presented the newest budget spreadsheet dated October 20, 2008 with the revenue and expenditure changes as recommended by the Board. Ms. Ivey clarified the Drug Court operating transfer would be funding for the second half of the year since the grant was for the first half.

Mr. Sparks reminded the Board the newest figures were baseline only, and did not take into consideration dog control or Health District issues.

**Coroner Field Investigation Uniforms**

Rick Corson via/videoconference requested the Board authorize a resolution allowing the purchase of field uniforms in the amount of \$200.00 that would identify the employees as authorized personnel when they were out in the field working.

Commissioner Benitz requested the matter be discussed during the 2009 budget process. Commissioner Bowman agreed and also said he was concerned about the increased cost of uniforms over time.

**Vouchers**

Check Date: 10/15/2008  
Warrant #: 220481-220729  
Total all funds: \$111,826.54

Check Date: 10/15/2008  
Taxes #: 10108104-10108105  
Total all funds: \$35,830.75

Check Date: 10/17/2008  
Warrant #: 909331-909585  
Total all funds: \$8,471.12

Check Date: 10/17/2008  
Warrant #: 909038-909330  
Total all funds: \$1,798,580.72

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

**Resolutions**

- 08-859 Surplus of Personal Property – Sheriff Vehicle
- 08-860 Surplus of Personal Property – Computer Equipment, etc.
- 08-861 Surplus of Personal Property – Agreement with Booker Auction Company
- 08-862 Approval of Purchase of Wide Format Scanner
- 08-863 Blanket Service Contract w/The Reiss-Landreau Research
- 08-864 Line Item Transfer, Fund No. 0101-101, Dept. 500
- 08-865 Vacation and Abandonment of Unimproved Road Right of Way of Jericho Court
- 08-866 Rescinding Resolution 08-814, Copier Leases
- 08-867 Copier Lease w/Ricoh Corporation
- 08-868 Supplemental Appropriation to 2008 Current Expense, Office of Public Defense, \$135,000

There being no further business before the Board, the meeting adjourned at approximately at 10:15 a.m.

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Clerk of the Board

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Chairman

a

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, The County has accumulated a large amount of surplus personal property and space availability is limited; and

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

WHEREAS, the Benton County Horticultural Pest and Disease Board has determined that their 1990 Ford Taurus, VIN 1FACP52U8LG206254 is no longer necessary for the operation of the Pest Board; and,

WHEREAS, The Personal Property Manager has determined that the vehicle is not desired by any other County department or office; and,

WHEREAS, the vehicle has an estimated value less than \$1,000; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; NOW, THEREFORE

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, the vehicle is to be added to attachment A of resolution 08 861(as attached) and sold at public auction by Booker Auction Company under the contract approved, signed and conditions stipulated in Resolution 08 861, and,

BE IT FURTHER RESOLVED, that, upon successful sale of surplusd items, the Personal Property Manager shall be authorized to take all action necessary to transfer title of the subject vehicle.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . ;

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

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

Prepared by P. Powell

2008 Surplus List for Booker Auction 11/1/2008

Vehicle #	Description	VIN # - Serial Number	Title #
1	ER & R	1990 Chev Lumina 4-Door	9019002001
2	ER & R	1993 Truck Cab & Chassis, Ford LN-8000	9305502503
3	ER & R	P/U, 1995 Chev CK10753, 1/2Ton Ext Cab 4x4	9523503301
4	ER & R	P/U 1998 Dodge 2500, 3/4Ton Reg Cab 4x2	9813503309
5	ER & R	Tow Dolly, 1987 DEMCO	9010701904
6	ER & R	Broom, 1945 Homemade Drag Broom (Turkey Tail)	6120600424
7	Nox Weed	1993 Chev S-10 P/U	9912703001
8	H. Svcs	2000 Buick Century	
9	Sheriff	Ford Taurus	9622602912
10	Sheriff	Ford Expedition	0002802908
11	Sheriff	Ford CV	0111302806
12	Sheriff	Ford CV	0117803201
13	Sheriff	Ford CV	0120103008
14	Sheriff	Ford CV	0208603206
15	Sheriff	Ford CV	0208603205
16	Sheriff	Ford CV	0208603202
17	Sheriff	Ford CV	0310803009
18	Sheriff	Ford CV	0310803006
19	Sheriff	Ford CV	0310803004
20	Sheriff	Ford CV	0310803003
21	Sheriff	Ford CV	0406303009
22	Pest	1990 Ford Taurus	9821903243

added to list approved in  
Resolution 08 861

Equipment:	Equip No.	Description	Serial #
ER & R	408-B	Asphalt Box, 1993 THERMO-LAY Model PTM 425-120	2233
ER & R	01020	Tire Balancer, Coats Model 650	0590-08-2083
ER & R	01052	Tire Balancer, Coats Model 650	0590-08-1590
ER & R	812	Welder, Linde Wire Feed & Torch	B840-44025
ER & R	814	Welder, Linde Wire Feed & Torch	B87J-65810
ER & R	01324	Battery Charger, Solar 12/24 Volt	na
ER & R	01360	AC Charger, Robinair R134A	na
ER & R	No Tag	Tire Machine, Coats Model 4050A	na
ER & R	No Tag	AC Charger, Econo Charge	na
ER & R	No Tag	Coolant Recycler, Pro-tech	na

Does not work  
Works, Lt Duty

b

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	27-October-2008	Execute Contract	<u>  x  </u>	Consent Agenda <u>  x  </u>
Subject:	Approval of Agreements with Embarq and TAMCO for jail wireless system	Pass Resolution	<u>  x  </u>	Public Hearing <u>    </u>
Prepared By:	J. Randall Reid	Pass Ordinance	<u>    </u>	1 <sup>st</sup> Discussion <u>    </u>
Reviewed By:	Loretta Smith-Kelty	Pass Motion	<u>    </u>	2 <sup>nd</sup> Discussion <u>    </u>
		Other	<u>    </u>	Other <u>    </u>

**BACKGROUND INFORMATION**

Last year, by Resolution 07-688, the Board approved Embarq as a sole source for acquiring the Link Wireless Telephone System by SpectraLink to replace the Nortel Companion Wireless system installed in 2003 and no longer supported by Nortel. Embarq's position as one of two certified resellers of SpectraLink products and the only one who could provide local service along with the county's long relationship with Embarq involving other county phone systems were the bases for that decision. The agreements between Embarq, SpectraLink, and IDAC West are finally in place and we are ready to approve the agreement between Embarq and Benton County for acquiring the system. (IDAC West is involved for programming the interface between the new wireless system and the existing electronic locks, etc., in the jail.) The system is also being financed through TAMCO Capital and put under a service and use program like that recently approved for upgrading the county voice system.

The cost of the new system is about \$263,600 including tax. TAMCO Capital will lease the system to Benton County on a sixty month lease with options for extending the lease at a reduced payment amount. Placing the equipment under Embarq Centurion Maintenance will cost about \$17,821 per year including tax.

**SUMMARY**

The accompanying resolution authorizes the Chairman of the Board of County Commissioners to sign an agreement with Embarq for acquiring the SpectraLink Wireless system through Embarq. It also authorizes the Central Services Manager to sign the lease agreements with TAMCO and to sign any follow-up documents associated with completing the installation (TAMCO Shield Agreement (lease), Scope of Work, Certificate of Acknowledgment & Acceptance, etc.).

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

Budgeted in Jail Depreciation Fund.

**MOTION**

d

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AGREEMENTS WITH EMBARQ AND TAMCO CAPITAL FOR REPLACEMENT OF THE BENTON COUNTY COMPANION WIRELESS SYSTEM.

WHEREAS, the Board of Benton County Commissioners by Resolution 07-688 approved Embarq as a sole source for acquiring a Link Wireless Telephone System by SpectraLink for replacement of the Nortel Companion Wireless system currently in use in the Benton County Jail; and

WHEREAS, specifications for the upgrade were finalized by Embarq and Benton County Central Services in the amount of \$243,397 plus tax to be leased through TAMCO Capital over a period of 60 months; and

WHEREAS, the upgraded equipment is to be continued under Embarq "Centurion Maintenance" for the duration of the lease in the amount of \$16,455 plus tax per year; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of Board of Benton County Commissioners be authorized to sign the agreement with Embarq for acquiring the SpectraLink Link Wireless System; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, that the Central Services Manager is authorized to sign the specific lease agreements with TAMCO Capital and any subsequent documents relating to the final scope of work, implementation, and verification that the work has been completed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
Member

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

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

REID

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	27-October-2008	Execute Contract	_____
Subject:	Approve Renewal of Software License	Pass Resolution	<u>  x  </u>
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith-Kelty	Other	_____
		Consent Agenda	<u>  x  </u>
		Public Hearing	_____
		1 <sup>st</sup> Discussion	_____
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

The county has had licensing for Surf Control since 2006, although the implementation has been limited. We plan to more fully implement the software with the network upgrades we have been working on since July this year. In 2007, Surf Control was acquired by Websense with the intent of eventually moving the Surf Control users to Websense. The license renewal for 19-December-2008 through 18-December 2009 includes the migration to Websense along with the annual license renewal.

**SUMMARY**

Attached is a resolution authorizing the license renewal for Websense.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in the 2008 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RENEWING ANNUAL LICENSING FOR WEBSense SOFTWARE.

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

WHEREAS, the adopted 2008 budget included the renewal of the Websense network software; and

WHEREAS, three (3) vendors on the Benton County Vendor List responded to a request for quote for one year renewal of Websense including migration from the current version as follows:

Insight Public Sector	6820 South Harl Avenue Tempe AZ 85283-4318	\$6,993
Right Systems, Inc.	23403 East Mission Ave Liberty Lake WA 99019	\$7,532
PCMallGov, Inc.	2555 West 190 <sup>th</sup> Street Torrance CA 90504-6002	\$6,980
TechDepot	6 Cambridge Drive Trumbull CT 06611	\$7,549

of which PCMallGov, Inc., was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County<sup>1</sup> Commissioners, that Central Services be authorized to purchase the annual license renewal of Websense from PCMallGov, Inc., for the amount of \$6,980 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$7,500 plus tax.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

REID

d

# RESOLUTION

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

**IN THE MATTER OF AWARDING A LEASE AGREEMENT TO SOLID ROCK TO PROVIDE MOBILE ESPRESSO SERVICES TO THE EMPLOYEES AND PUBLIC AT THE BENTON COUNTY JUSTICE CENTER**

**WHEREAS**, Benton County solicited qualifications for a mobile beverage service vendor with experience in developing, opening, and operating a beverage service operation that will provide for a level of hot and cold beverage service and snacks within the premises outside the Benton County Justice Center, Kennewick, WA; and

**WHEREAS**, Jo Bowlin-Johnson dba Solid Rock, Kennewick, WA – UBI #601-611-523 was the only vendor who responded to the request for qualifications; and

**WHEREAS**, Benton County Deputy County Administrator reviewed the qualification packet and recommends entering into a lease agreement with Solid Rock for a fee of \$50.00 per month payable to Benton County for the space rental fee; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and awards a lease agreement to Solid Rock to provide beverage service and snacks to employees and the public at the Benton County Justice Center; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman of the Board to sign the lease agreement attached hereto.

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

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

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

\_\_\_\_\_  
Member

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

Attest: .....  
Clerk of the Board

## **Lease Agreement**

THIS AGREEMENT is made and entered into by and between **BENTON COUNTY**, hereinafter referred to as "**LESSOR**" with its principal location at 620 Market Street, Prosser, WA 99350 and **Jo Bowlin-Johnson DBA SOLID ROCK**, hereinafter referred as "**LESSEE**" with its principal location at 2500 S. Harrison Place, Kennewick, WA 99338.

It is the purpose of this Agreement to provide for beverage and snack services served from a temporary service facility commonly known as an "espresso truck" upon the outside premises of the Justice Center buildings for the general needs of the public and Benton County employees working at the Justice Center Campus.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### **STATEMENT OF PURPOSE**

The LESSOR grants and the LESSEE accepts the exclusive right and privilege to operate a retail beverage and snack service from a temporary service facility, commonly known as an "espresso truck," and for the LESSOR and to sell snack items, hot and cold nonalcoholic beverages, and other items approved by the LESSOR from such facility, upon the outside premises of the Benton County Justice Center facilities. The LESSEE shall furnish the necessary personnel, equipment, and services and otherwise do all things necessary for, or incidental to, providing the above listed services at the LESSOR'S facility.

The LESSEE shall ensure that the employees assigned to operate the food services will provide safe beverage products of a variety and quality comparable to food offered by other commercial food service purveyors. This service shall be provided in a courteous and professional manner in keeping with reasonable standards of good service.

### **EFFECTIVE DATE OF AGREEMENT AND TERMINATION**

The period of performance of this lease agreement shall commence upon signature of both parties and shall terminate on December 31, 2009. Providing both parties wish to renew this agreement, a new agreement may be executed at that time. This agreement may be terminated, with sixty, (60) days advance written notice. In the event of failure by either party to correct a material breach of this contract after notice and reasonable opportunity to correct, this agreement may be terminated with 5 days written notice to provide LESSEE to settle up accounts with regular customers. In this 5-day period, there will not be any sales allowed unless authorized from the LESSOR. Provided that in the event of a material breach by LESSEE of this agreement that either constitutes a crime under local, state or federal law, or creates a substantial risk of bodily injury or property damage, LESSOR may exclude LESSEE immediately from its premises until such breach is resolved.

### HOURS OF OPERATION

The hours of operation shall be from 7:30 a.m. to 3:30 p.m. Monday through Friday. There will be no operation of Saturday or Sunday or LESSOR holidays.

All requests for regular operation hour changes, all day closures or partial day closures shall be submitted in advance and in writing, with the exception of emergency requests. The LESSEE should provide justification when requesting shortening hours of operation. The LESSOR shall review requests as quickly as possible and, with the exception of emergency requests, shall respond in writing to the requestor. LESSOR'S grant of the request shall not be unreasonably withheld. Emergency requests by the LESSEE and responses by the LESSOR, which are not presented in writing, shall be confirmed in writing for future documentation purposes.

Notification of Justice Center facility closures due to unforeseen emergencies will be given to the LESSEE in the same manner as building employees. In the event of such closure, regardless of reason or duration, LESSOR shall have no liability to LESSEE for any damages including any consequential damages by way of loss of revenue, inconvenience or any other theory.

### PARKING

Parking at the Justice Center facility is provided for citizens and constituents requiring services at the Justice Center. Parking for LESSEE and any of its employees shall be limited to the parking that has been agreed on between both parties.

### PAYMENT AND BILLING

The LESSEE shall pay the LESSOR a monthly fee of \$50.00 for the beverage truck location. This fee will cover rent space on the LESSOR'S property. The LESSOR reserves the right to terminate this contract if another vendor offers the LESSOR a higher monthly rate. The LESSEE will be billed by the LESSOR on a monthly basis and the LESEE will make payment to:

Make check out to: **Benton County Treasurer**  
Mail to: Benton County Justice Center  
Attn: Loretta Smith Kelty  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

### OPERATING FEE INCREASES

The LESSOR reserves the right to increase the monthly Operating Fee if the actual cost to the LESSOR exceeds in the amount being charged. The LESSOR shall provide a minimum of 40 days written notice before any increase is implemented.

## **AGREEMENT MANAGEMENT**

Notices or communications regarding contents of this contractual agreement shall be addressed to:

Benton County Justice Center  
Attn: Loretta Smith Kelty, Deputy County Administrator  
7122 W. Okanogan Place  
Kennewick, WA 99336

Solid Rock  
Attn: Jo Bowlin-Johnson  
2500 S. Harrison Pl.  
Kennewick, WA 99338

The LESSOR may conduct an annual review of the operation of the beverage services. The purpose of this review would be to ensure that the overall operation is performing at a level that is satisfactory to LESSOR and to identify any areas that might be in need of improvement. LESSEE, and all of its employees and agents, shall cooperate in the annual review process in any reasonable manner, and shall implement any reasonable requests to improve the services contemplated by this agreement.

## **INDEPENDENT CAPACITY**

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

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **DISPUTES**

In the event that the parties are unable to resolve a dispute under this agreement, either party may request the formation of a three member Dispute Board, or other dispute resolution method agreed to by both parties in writing. If the Dispute Board method is agreed to, then the membership of the board will be appointed as follows: one member by the LESSEE, one member by the LESSOR, and one member jointly selected by the LESSEE and the LESSOR. The Dispute Board will evaluate the dispute and make a determination of the dispute with the majority prevailing. The determination of the Dispute Board, or other dispute resolution method used, will be binding on the parties hereto subject only to further resolution in a court of law

## **ORDER OF PREFERENCE**

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

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

- a. Applicable federal and state statutes and regulations;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

## **SEVERABILITY**

If any provision of this Agreement or any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **GOVERNING LAW**

The laws of The State of Washington will govern this Agreement. In the event of a lawsuit involving this contract, venue will be proper only in Benton County.

## **STATEMENT OF OPERATION**

The LESSEE shall ensure that its employees will obey and cooperate with all the terms of this Agreement, which might apply to them.

The LESSEE shall maintain the highest ethical relationships with its customers, employees, suppliers, and competitors. In maintaining such relationships, the LESSEE shall not discriminate in service or in any activities because of creed, race, color, religion, sex, national origin or handicapped conditions, or in any other manner that may conflict with LESSOR's non-discrimination policy, a copy of which is attached hereto as Exhibit A

Neither the LESSEE, nor the LESSOR shall be liable for failure to perform the respective obligations under this contractual agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strikes or other industrial disturbance, vandalism or riot, sabotage or like causes. If in the event of the aforementioned occurrences a decrease in employee participation results in a change of style of hours of services

and other contractual arrangements, neither the LESSEE, nor the LESSOR will be liable for failure to perform their respective obligations under this contractual agreement.

The LESSEE shall not permit use of LESSOR'S property for any purpose other than as provided in this Agreement. Furthermore, neither LESSEE nor any of its employees or agents shall utilize the premises of LESSEE for any purpose that is illegal under local, state or federal law.

### **NONDISCRIMINATION**

The LESSEE will not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, national origin or handicap, and that employees are treated during employment without regard to creed, race, color, sex, age, national origin or handicap. Such action will include but not limited to the following: Employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training. Failure on the part of the vendor to honor a policy of non-discrimination constitutes a material breach of this agreement.

### **CLOTHING**

The LESSEE and all employees shall be attired in appropriate, clean apparel, and use standard nametags to easily distinguish them as beverage service workers. Apparel shall not be such that it is reveling or provocative, and shall be plain, displaying no further symbols, words or diagrams as are necessary to identify them as employees of LESSEE.

### **MAINTENANCE OF THE FACILITY**

The LESSEE shall be responsible for housekeeping and sanitation in the beverage service areas, including but not limited to; cleaning equipment, refrigerators, counters, appliances, food filters, furniture and serving area.

The LESSEE shall be responsible to keep their area free from garbage and food/beverage spills. For safety to prevent slip/falls the LESSEE will immediately clean up any spills including, but not limited to, drips of beverages, food and condiments.

The LESSEE shall remove all garbage and other waste matters from its food facility each day. The LESSEE shall place all garbage and other waste matter in designated facility central garbage dumpsters and bulk items, such as corrugated cartons, boxes, etc., shall be properly broken down and placed in the LESSOR facility designated central recycling containers.

The LESSOR reserves the right to make timely inspections to guarantee the snack and beverage areas meet safety standards. Recommendations will be forwarded to the LESSEE. Unannounced inspections may be made at the discretion of the LESSOR.

The LESSEE shall comply with all rules and regulations established by the Washington State Board of Health and Health Officers of Benton County regarding sanitation and health in public

food handling establishments. The LESSEE shall maintain a Food Service Establishment Permit for this location and will provide a photocopy of each permit upon issuance and each renewal thereafter to LESSOR's representative.

The LESSEE shall not permit supplies or merchandise to be purchased or an agreement entered into for such purchases, implied or otherwise, under the name of, or on the assumed credit of the LESSOR. There shall be no storage space available for use on LESSOR property for any operational supplies.

### **SECURITY**

The LESSEE shall be responsible to secure all service and storage areas during the hours the snack and beverage services are not open for business. It will be the sole responsibility of the LESSEE to provide means to protect its property at all times, including supplies, fixtures, and equipment, and LESSEE holds the LESSOR harmless from any liability thereof in this regard.

### **INSURANCE**

The LESSEE shall obtain and keep in force during the terms of this contractual agreement, a combined single limit bodily injury and property damage, including products, commercial general liability insurance policy of not less than \$1,000,000.00 per occurrence and \$2,000,000 general aggregate. This policy shall cover all activities, services and products reasonably anticipated to be engaged in or produced pursuant to this Agreement, and specifically shall cover bodily injury, disease or death resulting from foodborne pathogens. The policy shall name Benton County, its elected officials, employees and agents as an additional insured and provide thirty, (30) day advance written notice of cancellation to the County. A certificate of insurance shall be provided to LESSOR within 10 days of the signing of this agreement.

The LESSEE shall carry worker's compensation insurance covering all employees who may be employed from time to time for any purpose connected with the operations of said food service and shall provide proof of such coverage to the LESSOR within 10 days of the signing of this agreement.

LESSEE shall be responsible for all costs of the operation of the beverage services. All snacks, beverages and other supplies shall be purchased by the LESSEE, and other food services personnel will be compensated by the LESSEE at the vendor's own expense. The LESSEE will comply with all city, county, state and federal laws and will purchase all licenses and permits and pay all taxes, which are applicable to performance and hold the County harmless from the above costs.

LESSEE shall hold harmless, indemnify and defend LESSOR from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fee in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of its acts, errors or omissions in the performance of this Agreement. The indemnification responsibilities

contemplated by this paragraph shall include defending, investigating and adjusting any such claims.

**SIGNS AND AWNINGS**

Prior written consent from the LESSOR will be required for the erection and placement of any advertising signs or awnings. In the event the LESSEE is granted consent, the LESSOR will be sole judge as to the acceptability concerning type, size, location and specific wording of the message. Any costs for said signs will be solely the responsibility of the LESSEE.

The LESSEE will maintain all approved signs and awnings in good condition, appearance, and repair; and further, will remove same at the end of each day.

Without prior LESSOR permission, the LESSEE assures they will not fasten, paste, or tape on its espresso stands, any signs, notices, or advertising media unrelated to the services provided under this Agreement. The LESSOR reserves the right to approve displays of signage or notices.

**ENTIRE AGREEMENT**

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**LESSOR**

**LESSEE**

\_\_\_\_\_  
**Claude Oliver, Chairman  
Benton County Board of Commissioners**

\_\_\_\_\_  
**Jo Bowlin-Johnson, DBA Solid Rock**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

e

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF PROVIDING A NON-BARGAINING CONTRIBUTION TO EMPLOYEE BENEFITS FOR THE YEAR 2009**

**WHEREAS**, the Board of Benton County Commissioners has determined that the non-bargaining contribution to employee benefits will be adjusted for calendar year 2009; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners has determined that the County's monthly contribution for regular non-bargaining employees and elected officials eligible for benefits will increase from \$730.00 per month to \$760.00 per month effective January 1, 2009; and,

**BE IT FURTHER RESOLVED**, that it is mandatory that benefited eligible employees and elected officials be enrolled in the County's medical, dental, vision and life (\$24,000.00) plans, to receive the monthly County contribution; and,

**BE IT FURTHER RESOLVED**, that any unused portion of the County contribution available above the mandated County's medical, dental, vision and life plan premiums may be applied, at the employee's option, to purchase of supplemental group insurance, dependent coverage or deposited into the employee's VEBA account; and,

**BE IT FURTHER RESOLVED**, that provisions in any prior resolution on this subject, are superseded by similar provisions in this resolution and this resolution may be rescinded or modified, at the sole discretion of the Board of Benton County Commissioners without notification; and,

**BE IT FURTHER RESOLVED**, that this resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status.

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

# RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CAPITAL PROJECTS FUND NUMBER 0305101, 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

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9

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND A-ONE REFRIGERATION & HEATING INC. FOR "AS NEEDED" KITCHEN EQUIPMENT REPAIR SERVICES FOR ALL BENTON COUNTY LOCATIONS.

WHEREAS, the Board awarded the contract and authorized the Chairman to sign the personal service contract between Benton County hereinafter called "COUNTY" and A-One Refrigeration & Heating Inc hereinafter called "CONTRACTOR", via Resolution 08-606 on June 16, 2008; and

WHEREAS, the total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T; and

WHEREAS, the total amount payable by the COUNTY to the CONTRACTOR has been exhausted; and

WHEREAS, the COUNTY is happy with the CONTRACTORS work; and

WHEREAS, the COUNTY wishes to amend the personal service contract and increase the total amount payable to \$20,000; and

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached amended personal service contract and authorized the Chairman of the Board to sign the attached Personal Service Contract Amendment between Benton County and A-One Refrigeration & Heating Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig      Sheriffs Office  
cc:      Auditor, R. Ozuna, A One

K. Mercer

# PERSONAL SERVICE CONTRACT AMENDMENT

THIS PERSONAL SERVICE CONTRACT AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and A One Refrigeration & Heating, Inc. hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Personal Service Contract dated June 16, 2008 (the "CONTRACT") to provide "as needed" kitchen equipment repair services for all Benton County locations via resolution 08-606; and

WHEREAS, the total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed ten thousand dollars and zero cents (\$10,000.00) including W.S.S.T; and

WHEREAS, the total amount payable by the COUNTY to the CONTRACTOR has been exhausted; and

WHEREAS, the COUNTY is happy with the CONTRACTORS work; and

WHEREAS, the COUNTY wishes to amend the personal service contract and increase the total amount payable to \$20,000; and

BE IT RESOLVED, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Section 5. COMPENSATION shall be replaced with the following:  
The CONTRACTOR shall be paid for kitchen equipment repair services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed twenty thousand dollars and zero cents (\$20,000.00) 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 kitchen equipment 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. For any projects involving alteration, repair or replacement of any kitchen equipment that is built into, and therefore constitutes an integral part of any building belonging to COUNTY, prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.
2. All other terms and conditions of the "CONTRACT" shall remain the same.

Orig  
cc: Sheriffs Office  
Auditor, R. Ozuna, AOne

K. Mercer

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

BENTON COUNTY

A One Refrigeration & Heating Inc.

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Al Hagen, Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

h

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

**IN THE MATTER OF AWARD FOR THE PROCUREMENT AND INSTALLATION OF A WATER SOFTENER SYSTEM FOR THE BENTON COUNTY HEALTH DISTRICT BUILDING, KENNEWICK WA**

**WHEREAS**, resolution 08-131 allows public works contracts for services or materials involving less than ten thousand dollars (\$10,000), advertising and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

**WHEREAS**, Facilities Manager received quotes from Tri-Cities Water Store, Inc. in the amount of \$4,868.08 inclusive of WSST; and Culligan Water Conditioning of the Tri-cities Inc., in the amount of \$10,140.13 inclusive of WSST for the installation of a water softener system located at the Benton County Health District Building, Kennewick, WA; and

**WHEREAS**, the Benton County Facilities Manager has reviewed the quotes and recommends award of said services to Tri-Cities Water Store, Inc.; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby awards Tri-Cities Water Store, Inc. the contract for the procurement and installation of a new water softener system the Benton County Health District Building in the amount of \$4,868.08 with an amount not to exceed \$5,500 including WSST for any acceptable overages, incidentals and other unanticipated costs; and

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached contract between Benton County and Tri-Cities Water Store Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the board

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,

**STANDARD SERVICE AGREEMENT  
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 **TRI-CITIES WATER STORE, INC.** with its principal address at 1607 E Kennewick, WA, 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 this agreement and the following exhibits, which is incorporated herein by this reference

- A. Exhibit A - Contractor Bid Proposal dated March 27, 2008
- B. Exhibit B - Benton County Prevailing Wage Rates

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

**3. SERVICES PROVIDED**

CONTRACTOR shall, utilizing its bona fide employees, provide the service and equipment necessary for the installation of a 213 OD Kinetico Softener System located at the Benton County Health District, Kennewick, WA., all in accordance with the CONTRACTORS proposal dated March 27, 2008 attached hereto.

**4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Kevin Richards, Owner  
Tri-Cities Water Store Inc.  
1607 W. Kennewick Ave.  
Kennewick, WA 99336  
(509) 586-4179 Tel  
(509) 586-3361 Fax

b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager  
Contact: Benton County Commissioners  
PO Box 190  
Prosser, WA 99350  
(509) 783-3118 Phone  
(509) 736-2708 Fax

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

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is four thousand eight hundred sixty eight dollars and eight cents (\$4,868.08) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed five thousand five hundred dollars and zero cents, (\$5,500.00) including W.S.S.T. **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 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 and no release of retainage will be made until such affidavit is provided.

6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

7. DEFECTS

In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. Compensation may be withheld until

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cc: Auditor: R. Ozuna; Tri-Cities Water Store, Inc.

CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

**8. AMENDMENT AND CHANGES IN WORK**

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

**9. HOLD HARMLESS AND INDEMNIFICATION**

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

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

- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the CONTRACTOR or

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cc: Auditor: R. Ozuna; Tri-Cities Water Store, Inc.

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

#### 10. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR also shall procure and maintain employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident and/or one million dollars (\$1,000,000) each employee for bodily injury by disease.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages.

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cc: Auditor: R. Ozuna; Tri-Cities Water Store, Inc.

Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.

d. Other Insurance Provisions:

- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers:  
All insurance required under this CONTRACT shall be

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

- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within then (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

If CONTRACTOR is self-insured for worker's compensation

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

**11. PERFORMANCE BOND**

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

**12. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by

law.

**13. COMPLIANCE WITH LAWS**

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

**14. NONDISCRIMINATION**

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

**15. DISPUTES**

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

**16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**17. ENTIRE 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.

**18. NOTICES**

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

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cc: Auditor: R. Ozuna; Tri-Cities Water Store, Inc.

served. For service by facsimile, service shall be effective at the beginning of the next working day.

19. SEVERABILITY

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

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

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

BENTON COUNTY

TRI-CITIES WATER STORE, INC.

\_\_\_\_\_  
Claude Oliver, Chairman  
Benton County Commissioner

\_\_\_\_\_  
Kevin Richards, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

*Exhibit A*

**BID**

**KINETICO**

Tri-Cities Water Store Inc.  
1607 W. Kennewick Ave.  
Kennewick, WA 99336  
586-4179 Fax 586-3361

Date 3/27/08

BENTON COUNTY HEALTH DISTRICT  
7122 W OKANAGON PL  
KENNEWICK, WA 99336  
Phone 539-9515 Fax 736-2708  
ATTN: STEVE FRANCKOWIAK

**FEATURES:**

- Non-electric operation: eliminating timers, electronics, solenoids, and motors.
- 24 Hour continuous operation
- High efficiency with salt and water usage, regeneration based solely on usage
- Non-corrosive assembly made of composites and stainless steel
- Nothing to set or adjust, almost eliminating operator error

Model: 213 OD KINETICO SOFTENER SYSTEM  
(Based on Benton Health District having a 3 way by-pass installed making a pre-plumb.)

Price:	\$ 4495.00**
Tax:	\$ <u>373.08</u>
Total	\$ 4868.08

\*\*This price includes 4 year warranty on parts, 1 year on labor, 400 lbs. salt, and installation.

Contact:  
Tri-Cities Water Store Inc. Rep: Kevin Richards

Bid quote accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Price quoted good for 90 days from above date.



- Applications
- Products
- Resources
- Model
- Region
- Ency

## CP 213s OD

Datasheet  
 Installation Guide  
 Owners Manual

### Components

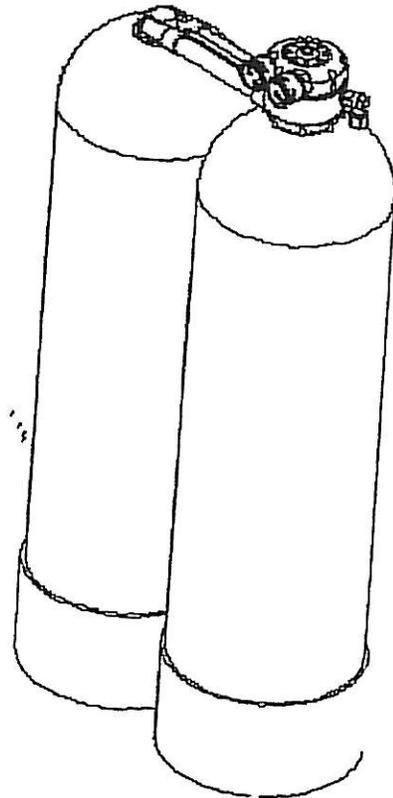
Tanks	(2) 13 x 54 in. Wrapped Polyethylene Tanks
Media (each tank)	2.5 ft <sup>3</sup> Cation Resin
Regeneration	Countercurrent
Meter Type	0.75 - 40.0 gpm Polypropylene Turbine

### Operating Specs

Dynamic Pressure	25 - 125 psi
Temperature	35 - 120 °F
Hardness (Max.)	40 gpg
Flow Rate	28.0 - 40.0 gpm
Flow Configuration	Overdrive
Regeneration Volume	142.0 gallons
Regeneration Time	90 minutes
Backwash Flow Rate	5.00 gpm

### System Connections

Inlet / Outlet	1.25 in. GFN Custom Adapter and E-Clip
Drain Connection	0.625 in. Polyethylene Tube
Brine Line	0.5 in. Polyethylene Tube
Power	None



### Regeneration

#### Disc Chart

(Compensated Hardness in gpg)

	Disc 1	Disc 2	Disc 3	Disc 4	Disc 5	Disc 6	Disc 7	Disc 8
15.0 lbs. setting, (Capacity: 60,000 grains)	5	10	14	17	21	25	30	35
25.0 lbs. setting, (Capacity: 70,000 grains)	6	12	16	20	24	30	35	40
gallons per regeneration	8,930	4,465	2,977	2,233	1,786	1,488	1,276	1,116

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT BETWEEN BENTON  
COUNTY AND FRONTIER FENCE, INC. FOR "AS NEEDED" FENCING MATERIAL AND  
INSTALLATION SERVICES FOR ALL BENTON COUNTY LOCATIONS

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

**WHEREAS**, the Facilities Manager recommends a blanket service agreement with Frontier Fence, Inc., Pasco WA – Contractors License No. FRONTF\*258BH be put in place for "as needed" fencing material and installation for all Benton County locations for a contract amount not to exceed \$8,000.00 including WSST; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby awards Frontier Fence, Inc. the blanket service agreement for "as needed" services at all Benton County locations for an amount not to exceed \$8,000 inclusive of WSST; and

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FRONTIER FENCE, INC.** a Washington corporation with its principal offices at 2516 N. Commercial Ave, Pasco, WA 99801, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents

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

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2009 with an option to extend the contract term for two (2) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" fencing installation including labor and all required materials for all Benton County locations all in accordance with Exhibit "A", hourly rate sheet attached hereto.

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

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

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

;

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

- a. For CONTRACTOR:

Brad Snuggs, President  
Frontier Fence, Inc.  
2516 N. Commercial Ave.  
Pasco, WA 99801  
(509) 545-1801 Tel  
(509) 545-3187 Fax

b. For COUNTY:

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

**5. COMPENSATION**

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

**6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month per 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 agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY'S satisfaction. COUNTY shall only be liable to pay for invoiced amounts, which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. AMENDMENTS AND CHANGES IN WORK ;

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR also shall procure and maintain employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident and/or one million dollars (\$1,000,000) each employee for bodily injury by disease.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:

- 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
- 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
- 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.

- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

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

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

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

#### 10. PERFORMANCE BOND

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

#### 11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by

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

**12. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

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

**13. NONDISCRIMINATION**

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

**14. DISPUTES**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**16. ENTIRE AGREEMENT**

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

**17. NOTICES**

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

**18. SEVERABILITY**

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

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

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

BENTON COUNTY

FRONTIER FENCE, INC.

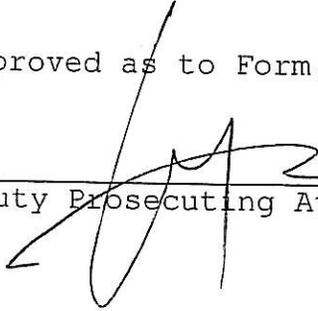
\_\_\_\_\_  
Claude Oliver, Chairman  
Benton County Board of  
Commissioners

\_\_\_\_\_  
Brad Snuggs, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

2516 N. Commercial Ave.  
Pasco, WA 99301  
www.frontierfenceinc.com

509-545-1801 (ph)  
800-515-1801 (toll free)  
509-545-3187 [fax]

**Frontier Fence  
Inc.**

# Fax

# Exhibit A

To: Lisa Small From: Brad Snuggs

Co: Benton County Pages: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: 10/7/2008 4:14 PM

Re: \_\_\_\_\_ cc: \_\_\_\_\_

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

● Comments:

Lisa:

Our hourly rate is \$50 per man/hour plus materials. This should get you close. We generally run at least 2 - 3 men per crew.

*THANKS LISA!*  
*BRAD*

Ornamental Iron - Vinyl - Wood - Chainlink - Material Only Sales - Rental Security Fence - Custom Gates and More!

[www.frontierfenceinc.com](http://www.frontierfenceinc.com)

**BENTON COUNTY  
ACTION SUMMARY COVER SHEET**

**COPY**

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #08/09-RSAT-LCC	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other
Prepared By: Carol Carey		

**BACKGROUND INFORMATION**

The Department of Human Services would like to contract with Lourdes Counseling Center to provide Residential Substance Abuse Treatment services in the Benton County Corrections Facility. Lourdes Counseling Center shall prepare offenders for reintegration into the communities from which they came and monitor the number of participants and collecting data regarding the reduction of addictive behavior.

**SUMMARY**

**Award:** The consideration for these services are \$72,900.00.

**Period:** September 1, 2008 through June 30, 2009.

**Funding Source:** Department of Community, Trade and Economic Development of Washington State

**RECOMMENDATION**

- Sign the resolution to accept the proposed amendment.
- 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 Department of Community, Trade and Economic Development of Washington State agreement with the Department of Human Services. **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 Agreement #08/09-RSAT-LCC and authorize the Chair to sign on behalf of the Board.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF EXECUTION OF AGREEMENT #08/09-RSAT-LCC BETWEEN LOURDES COUNSELING CENTER AND BENTON AND FRANKLIN COUNTIES' DEPARTMENT OF HUMAN SERVICES TO PROVIDE RESIDENTIAL SUBSTANCE ABUSE TREATMENT IN THE BENTON COUNTY CORRECTIONS FACILITY.**

**WHEREAS**, the Department of Human Services would like to contract with Lourdes Counseling Center to provide Residential Substance Abuse Treatment services in the Benton County Corrections Facility. Lourdes Counseling Center shall prepare offenders for reintegration into the communities from which they came and monitor the number of participants and collecting data regarding the reduction of addictive behavior, and

**WHEREAS**, the consideration for this agreement is for a maximum consideration of \$72,900.00; and

**WHEREAS**, the Agreement shall be effective for the period September 1, 2008 through June 30, 2009; **NOW THEREFORE**

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

**BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign the agreement on behalf of the Board of Benton County Commissioners.

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

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Max E. Benitz, Jr., Chairman Pro Tem

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

Attest: .....

Clerk of the Board

Originals: Human Services, BC Commissioners

Carey

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Agreement #08/09-RSAT-LCC**

This Agreement is made and entered into by and between Benton County, hereinafter referred to as "County" and the provider identified below, hereinafter referred to as the "Contractor."

**County Contact Information:**

Carrie Huie-Pascua, Director  
Department of Human Services  
7207 W. Deschutes Avenue  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
E-Mail: [carriep@bfdhs.org](mailto:carriep@bfdhs.org)

**Contractor Contact Information:**

Barbara Mead, Director  
Lourdes Counseling Center CD Unit  
1175 Carondelet Drive  
Richland, WA 99352  
Phone: 509.943.9104  
Fax: 509.943.7206  
E-Mail: [bmead@lourdesonline.org](mailto:bmead@lourdesonline.org)

Is the Contractor a subrecipient for purposes of this Agreement..... Yes  
CFDA Number (Federal Block Grant Funding)..... 16.593  
Title: Residential Substance Abuse Treatment (RSAT)  
Name of Grant: Residential Substance Abuse Treatment for State Prisoners  
Grantor: Office of Justice Programs, Corrections Program Office, Department of Justice

Agreement Start Date ..... September 1, 2008  
Agreement End Date ..... June 30, 2009

Consideration .....\$72,900.00

Attachments incorporated into this Agreement .....Quarterly Performance Report,  
Definitions, Sample Billing Voucher

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

 10-16-08  
\_\_\_\_\_  
Director/Administrator                      Date

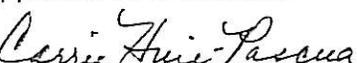
\_\_\_\_\_  
Board of Directors (if applicable) Date

For Benton County:

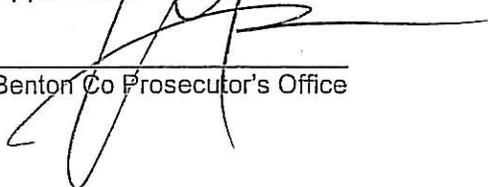
\_\_\_\_\_  
Chair, Benton Co Commissioners      Date

\_\_\_\_\_  
Attest/ Clerk of the Board

Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

  
\_\_\_\_\_  
Benton Co Prosecutor's Office

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## 1. DEFINITIONS

- 1.1. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- 1.2. **Client or clients** means individuals who are eligible for services under this Agreement.
- 1.3. **DCTED** means the State of Washington Department of Community, Trade and Economic Development.
- 1.4. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].
- 1.5. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.
- 1.6. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.
- 1.7. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- 1.8. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://slc.leg.wa.gov>.
- 1.9. **Shall** means compliance is mandatory.
- 1.10. **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.
- 1.11. **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.
- 1.12. **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.
- 1.13. **USCA** means United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>.
- 1.14. **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- 1.15. **Vulnerable Adult** means a person:
  - 1.15.1. Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or

- 1.15.2. Who has a developmental disability as defined under RCW 71A.10.020; or
  - 1.15.3. Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
  - 1.15.4. Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
  - 1.15.5. Receiving services from an individual provider (RCW 74.34.020).
- 1.16. **WACs** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://slc.leg.wa.gov>.
2. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **ASSIGNMENT/SUBCONTRACTING:** The Contractor shall not assign or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County.
4. **AUDIT REQUIREMENT:** The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period.
  - 4.1. **Corrective Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings.
  - 4.2. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.
5. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
6. **COMPLIANCE WITH HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.
7. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purpose of the Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

- 7.1. The Contractor understands that as public entities, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records which are protected by any statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County is confidential, proprietary, or otherwise protected from disclosure under the Public Records act, it will prominently designate the record(s) as such on their face. To the extent that the County receive a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the for any records released pursuant to the Public Records Act.
8. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.
9. **DISPUTES:** When a dispute arises over an issue concerning the terms of this Agreement, the parties agree, unless otherwise stated herein, that disputes shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.
10. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
11. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton or Franklin County, Washington.
12. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.
13. **INDEMNIFICATION:** 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, including reasonable costs of attorney fees in defense thereof for injury, sickness, disability or death to persons or damage to property, business, intangibles, or reputation caused, in whole or in part, by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. Provided, that Contractor's obligation hereunder shall not extend to injury, death or damage caused by the sole negligence of the County, its officers, officials, employees or agents.

13.1. 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. 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.

13.2. 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.

14. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. The Contractor shall not hold out themselves or any of the Contractor's employees as, nor claim status as, an officer, employee, or agent of DSHS, the State of Washington, or the County. The Contractor shall not claim for themselves or the Contractor's employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless the County and STATE OF WASHINGTON from all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

14.1. **Workers Compensation:** The Contractor shall comply with all State of Washington workers compensation statutes and regulations. The Contractor shall provide workers compensation coverage for all employees of the Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, the 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.

15. **INSURANCE:** The Contractor shall have and maintain the following insurance. Insurance coverage shall be from companies authorized to do business within the State of Washington with a "Best's Reports rating of A-, Class VII or better unless an exception is given in writing by the County. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance afforded to or maintained by the County. The Contractor waives all rights against the County for the recovery of damages to the extent they are covered by insurance. The County may obtain requisite insurance to protect its interest as to

activities pertaining to this Agreement, and charge the cost of such insurance to the Contractor, if such proof is not made available or if there is an unacceptable lapse in coverage:

- 15.1. **Liability Insurance:** Liability insurance, including coverage for bodily injury and property damage, that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall name the County, its elected and appointed officials, agents, and employees as additional insureds and provide Certificates of Insurance to the County documenting compliance with the insurance requirements specified in this Agreement within 30 days after the start of this Agreement and upon renewal of the policy. The insurance policy for this section shall be a broad form policy covering all losses, shall not exclude any activity or service provided, or material(s) reasonably expected to be used, or actually used, in fulfilling Contractor's obligations under this Agreement, and shall not be written as a "claims made" policy. The liability insurance policy procured as required in this subsection shall provide that it may not be canceled except upon 45 days notice to the County as additional insureds. The Contractor shall not cancel any insurance policy procured as required in this subsection, during the effective period of this Agreement, unless another suitable insurance policy will be substituted, and there will be no period of time where there is no coverage afforded. Contractor shall further procure Employer's Liability Insurance in the amount of \$1,000,000 covering injury or disease to its employees.
  - 15.2. **Professional Liability Insurance (PL):** The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. This professional liability policy must include three year tail coverage. The Contractor shall provide the County with written notice immediately upon learning of any intent by the insurance carrier to cancel the policy procured as required by this subsection. In any case, such notice shall not be provided less than 28 days prior to the intended date of cancellation. The Contractor shall not cancel any insurance policy procured as required in this subsection, during the effective period of this Agreement, unless another suitable insurance policy will be substituted, and there will be no period of time where there is no coverage afforded.
  - 15.3. **Business Automobile Liability Insurance:** The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall name the County as an additional insured, or if the insurance carrier refuses, provide the County with a waiver of subrogation. The Contractor shall provide the County with written notice immediately upon learning of any intent by the insurance carrier to cancel the policy procured as required by this subsection. In any case, such notice shall not be provided less than 28 days prior to the intended date of cancellation. The Contractor shall not cancel any insurance policy procured as required in this subsection, during the effective period of this Agreement, unless another suitable insurance policy will be substituted, and there will be no period of time where there is no coverage afforded.
16. **LIABILITY:** Each party to this Agreement shall be responsible for the acts and/or omissions of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

17. **NOTICE:** 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 address and contact person set out on the face page 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.
18. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
  - 18.1. applicable federal, state and local statutes, regulations, rules, and ordinances;
  - 18.2. Criminal Justice Grants Policies and Procedures Guide, prepared by DCTED, as amended;
  - 18.3. Statement of Work
  - 18.4. Budget; and
  - 18.5. Any other provisions of, or attachments to, this agreement, including materials incorporated by reference.
19. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as a part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor; however, the County shall have a perpetual, unrestricted, royalty free, non-exclusive license to use this material for the County internal purposes and to permit others to use them, for any purpose consistent with their respective mission. [For property, please refer to 28.]
20. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
21. **RECORDS MAINTENANCE AND INSPECTION:**
  - 21.1. **Records Maintenance:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:
    - 21.1.1. document the performance of all acts required by law, regulation, or this Agreement;
    - 21.1.2. substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
    - 21.1.3. demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
    - 21.1.4. ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
    - 21.1.5. ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

- 21.2. **Right of Inspection:** The Contractor shall give access to its facilities and records to the County, its officers, employees or agents, and to any other authorized officer, employee or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.
- 21.3. **Notice of Inspections:** The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the County with copies of any written reports of such inspections, audits, accreditation or program reviews.
- 21.4. **Litigation Hold Notice:** In the event the County, or either of them, learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value, the County or either of them, will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.1.
22. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.
23. **RELATIONSHIP OF THE PARTIES:** The Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide them with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.
24. **SEVERABILITY:** The provisions of the Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
25. **SURVIVABILITY:** The terms and conditions contained in the Agreement, which by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
26. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement

by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

27. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar days' written notice. In the event of termination, each party shall be responsible only for the performance in accordance with the terms of this Agreement rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

28. **TERMINATION FOR DEFAULT:**

28.1. **Contractor Failure to Perform:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:

- 28.1.1. failed to meet or maintain any requirement for contracting with the County;
- 28.1.2. failed to perform under any provision of the Agreement;
- 28.1.3. failed to ensure the health or safety of any client for whom services are being provided under the Agreement;
- 28.1.4. violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
- 28.1.5. otherwise breached any provision or condition of the Agreement.

28.2. **Notification:** Before the County may terminate the Agreement for default, the County shall provide the Contractor with written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believe that a client's health or safety may be in jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under the Agreement.

28.3. **County Failure to Perform:** The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the County, if the Contractor has a reasonable basis to believe that the County have:

- 28.3.1. failed to meet or maintain any requirement for contracting with the Contractor;
- 28.3.2. failed to perform under any provision of the Agreement;
- 28.3.3. violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
- 28.3.4. otherwise breached any provision or condition of the Agreement.

28.4. **Notification:** Before the Contractor may terminate the Agreement for default, the Contractor shall provide the County with written notice of the County noncompliance with the Agreement and provide the County a reasonable opportunity to correct the County noncompliance. If the County does not correct the County noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

29. **TERMINATION PROCEDURE:** The following provisions apply in the event this Agreement is terminated:

29.1. **Cease Performance:** The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all

reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

- 29.2. **Delivery of Assets:** The Contractor shall immediately deliver to the County contact person (or to his or her successor) listed on the first page of the Agreement, all County assets (property) in the Contractor's possession, including any material created under the Agreement. Upon failure to return County or STATE OF WASHINGTON property within ten (10) working days of the Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County or STATE OF WASHINGTON that is in the possession of the Contractor pending return to the County. Nothing in this paragraph shall limit the County rights or remedies pursuant to this Agreement or law.
  - 29.3. **Payment of Services:** The County shall be liable for and shall pay for only those services authorized and provided through the date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services if usable by the County.
  - 29.4. **Final Payment:** If the County terminates the Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determine necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to all remedies available at law, in equity, or under the Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under the Agreement.
30. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.
  31. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County property in its possession against loss or damage and shall return the County property to the County upon Agreement termination or expiration.
  32. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, has the authority to waive any term or condition of this Agreement on behalf of the County. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.
  33. **BACKGROUND CHECKS:** The Contractor must conduct a background check for all staff, such as treatment staff members, prevention staff members, case managers, outreach staff members, etc., or volunteers, who have unsupervised access to children, adolescents, or

vulnerable adults. These requirements are listed in RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020. All persons convicted of crimes listed in RCW 43.43.830 through RCW 43.43.842 are prohibited from having access to patients. Unsupervised access is defined in RCW 43.43.830(9).

34. **ON-SITE MONITORING:** The County will conduct on-site visits to the Contractor's treatment site at least annually during the period of performance of this Agreement in order to monitor compliance with performance criteria. The purpose of the on-site visit is to document that the Contractor is reasonably fulfilling the requirements of the Agreement.

35. **SERVICE STANDARDS:** All services provided under this Agreement shall meet the standards set forth in RCW 70.96A and 74.50, WAC 388-805, or its successor, 42 CFR Part 2, the provisions of this Agreement, and all other applicable state and federal regulations.

36. **CONSIDERATION**

36.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Reimbursement shall be for actual costs incurred in the performance of this agreement. Maximum consideration under this Agreement shall not exceed \$72,900.00 over the period of this Agreement.

36.2. Compensation for services shall be in accordance with the following budget:

Category of Expense	Contract	Match
Salaries	\$49,000	\$14,333
Benefits	\$13,720	\$5,333
Goods & Services	\$6,000	\$10,000
Travel	\$1,000	0
Training	\$2,000	\$667
Equipment	\$1,180	0
<b>TOTAL</b>	<b>\$72,900</b>	<b>\$30,333</b>

36.3. The Contractor may shift up to 10% of the total funds governed by the Agreement between categories of expense, provided that the shift not constitute a significant change of scope to the work performed.

36.4. The County will notify the Contractor, in writing, of any subsequent changes or adjustments to the allocations.

37. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. The County will pay the Contractor with County warrants within twenty days following receipt of timely claims for payment. All initial claims for reimbursement must be received by the County within 30 days following the last day of the month for which the service is provided. The final billing for services against this Agreement shall occur no more than 60 days after the end date of this Agreement.

38. **PAYMENT PROVISIONS**

38.1. **Right to Withhold Payment:** The County expressly reserve the right to withhold payment in whole or in part when:

- 38.1.1. the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
  - 38.1.2. the Contractor fails to maintain its reporting obligations under this Agreement;
  - 38.1.3. claims for payments are inconsistent with the terms and conditions of this Agreement; or
  - 38.1.4. the Contractor breaches this Agreement or violates any city, county, state or federal rule, regulation or law.
- 38.2. **Overpayments/Duplicate Payments:** The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.
- 38.3. **Reductions in Funding:** The County expressly reserves the right to modify or terminate this Agreement if the funding it receives from the State for contracted services is withdrawn, reduced or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.
- 38.4. **Recovery of Costs Claimed in Error:** If the Contractor claims and the County reimburse for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.
39. **STATEMENT OF WORK:** Funding for this project will be used for a substance abuse treatment program for offenders housed in the Benton County Jail. The Contractor shall provide a supervised substance abuse treatment program consisting of a residential therapeutic community treatment environment using various behavioral modification modalities, such as Moral Recognition Therapy (MRT), for offenders while incarcerated. The program shall focus on the needs of the individual offender for alcohol and drug abuse treatment and for related education, training and counseling to afford the individual the greatest opportunity to successfully reintegrate into the community upon release from incarceration.
- 39.1. The Contractor shall prepare offenders for reintegration into communities from which they came by incorporating reentry planning activities into the substance abuse treatment program.
  - 39.2. The Contractor will monitor offender readmissions to determine the reduction in recidivism attributed to this program's participants.
  - 39.3. The Contractor shall enhance the capability of the state and units of local government to provide residential substance abuse treatment for incarcerated offenders by:
    - 39.3.1. Monitoring the number of participants in the RSAT Program; and
    - 39.3.2. Collecting and determining the levels of reduction in addictive behavior in RSAT participants.
  - 39.4. The Contractor shall assist both the offenders and their communities through the reentry process by the delivery of both community-based treatment and other broad-based "aftercare" services. The Contractor shall:
    - 39.4.1. Monitor and report on the number of offenders entering aftercare programs.

- 39.4.2. Collect and determine the numbers of offenders successfully completing aftercare programs.
- 39.5 The term of confinement for each offender shall be a minimum of three months, a maximum of twelve months and include transition to a community based substance abuse provider.
- 39.6 All phases of the treatment program, which will be focused on the substance abuse issues and behavior of the offender, will be in accordance with the American Society of Addiction Medicine (ASAM), Patient Placement Criteria, and a tool such as the Substance Abuse Subtle Screening Inventory (SASSI) will be used as part of the assessment process.
  - 39.6.1 Program components will include screening and assessment, development of a treatment plan, drug testing, and supervision by a chemical dependency professional.
- 39.7 The Contractor shall comply with all state standards, regulations and policies in all areas of the program, especially those concerning the residential correctional facilities, including the drug/alcohol testing of inmates.

#### 40 REPORTING REQUIREMENTS

- 40.1 The Contractor shall measure the program success by tracking the treatment plan progress, program statistical data, which includes services received and milestones/benchmarks attained, timeliness of community transitions, length of stay once transitioned to community programs, training progress, educational advancement, employability and recidivism. Indicators will be recorded for each participant and submitted to the County, using the "CTED Quarterly Report" form provided by the County.
- 40.2 **Data Collection:** The Contractor shall collect and report patient specific information, including assessment, admission and discharge information in addition to treatment and other supportive activities, into the Treatment and Assessment Report Generation Tool (TARGET) as a "special project". The objective of the information collected at assessment is to determine if a patient has a chemical dependency problem, the objective of the admission information is to establish baseline information about the patient when they enter treatment, and the baseline questions are reviewed and updated at discharge in order to show relative changes which occurred during treatment. Documentation of non-compliance with all reporting requirements may result in corrective actions towards the Contractor or the withholding of funds. To assure this capability, the Contractor:
  - 40.2.1 must have a functional personal computer using a Windows operating system (NT Workstation 4.0, Windows 2000 Workstation, or Windows XP or above) that has a connection to the Internet.
  - 40.2.2 must have at least one trained primary and one trained backup data operator who are registered for TARGET access.
  - 40.2.3 shall implement procedures to ensure that there is no sharing of digital certificates, pass phrases or TARGET logon information.
  - 40.2.3 shall notify DASA, in writing, of staff who arrive or depart and need access to TARGET data.
  - 40.2.4 assure that computers that access TARGET are located in secure areas away from general public viewing and traffic.
  - 40.2.5 must have access to the technical expertise necessary to keep these resources operational.

- 40.2.6 may enter into a Qualified Service Agreement with another organization to meet these contract reporting requirements.
- 40.2.7 shall ensure the patient information is safeguarded and that all staff adhere to the strict procedures outlined in 42 Code of Federal Regulations Part 2, which prohibits the release of any information identifying anyone as receiving or having received services for an alcohol and/or drug problem without the specific written consent of the patient involved. The only exceptions allowed for accessing patient information without the patient's written permission are: medical personnel accessing identifying information if they are dealing with a life-threatening situation; an accepted researcher using the information to conduct research (accepted means a researcher whose specific project has been reviewed and approved by an authorized Human Subjects Review Board), the information is used for specific audit and evaluation of contracted programs by an agency providing direct funding for a treatment program, the information is used by state and federal agencies conducting Medicaid or Title XIX service audits, or the information is accessed by the courts through a very specific form of court order signed by a judge (a standard court order or subpoena is not sufficient to access this information).
- 40.2.8 shall ensure participation in TARGET reporting, which shall include the prompt and orderly submission of all required data, completed in the detail and submitted in the manner and time frames prescribed by DASA and/or the County, including timely discharge and closure records. Generally, prompt submission means data will be entered by the tenth calendar day of the month following the month of services.
- 40.3 **TARGET Reconciliation:** The Contractor shall reconcile data in TARGET to ensure all data on services provided have been entered into TARGET.
- 40.4 **TARGET Documentation:** The Contractor shall submit a copy of TARGET reports documenting the services billed to the County, attached to each billing voucher, and additional reports when reasonably requested by the County.
- 40.4 **Quarterly Service Reports:** The Contractor shall provide, on a quarterly basis in a format prescribed by the County.
- 40.5 **Subcontractor Certification Documentation:** The Contractor shall provide current certification documentation when requested by the County which includes, but is not limited to, a list of the Board of Directors, bylaws, articles of incorporation, mission statement, organizational chart, staff resumes, certificates of insurance, audit, licenses and certifications, and policies and procedures.

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 27 Oct 2008 Subject: TRIDEC contract #2 Memo Date: 21 Oct 2008 Prepared By: AJF Reviewed By:	Execute Contract X Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion X Other

K

**SUMMARY & BACKGROUND**

Per the Board's previous direction, this is the second TRIDEC contract for work Rattlesnake Mountain issues.

**FISCAL IMPACT**

\$10,000.00

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN STANDARD SERVICE AGREEMENT WITH THE TRI-CITY DEVELOPMENT COUNCIL RELATING TO RATTLESNAKE MOUNTAIN ISSUES

WHEREAS, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

WHEREAS, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently running an economic development program within Benton County that has worked with Benton County on general and specific economic and community development issues; and,

WHEREAS, there are situations in the community specific to Rattlesnake Mountain that require the County's attention which can best be addressed with the expertise that TRIDEC can provide;  
NOW THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Standard Service Agreement between Benton County and TRIDEC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Auditor, Prosecutor (Ozuna), Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

## STANDARD SERVICE AGREEMENT 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, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL with its principal address at 7130 Grandridge Boulevard, Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

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

### 1. CONTRACT DOCUMENTS

A. This Contract consists of this agreement only.

### 2. DURATION OF CONTRACT

The term of this Contract shall begin on November 1, 2008, and shall expire on December 31, 2009.

### 3. SERVICES PROVIDED

- The CONTRACTOR agrees to assist the COUNTY as a facilitator and liaison on matters related to Rattlesnake Mountain on the Hanford Site. On behalf of the COUNTY, CONTRACTOR shall work with other community partners to ensure access to Rattlesnake Mountain for critical emergency management infrastructure and scientific research. CONTRACTOR shall:
  - Develop a plan, including cost estimates, consistent with the COUNTY'S directives regarding the need for snow removal during Winter 2008-2009.
  - CONTRACTOR shall also assist, as requested, on technical planning related to consolidating the eight towers and three support structures atop the mountain into a smaller overall physical footprint.
  - CONTRACTOR shall also coordinate activities and information among and between the COUNTY and the other involved government, non-profit, and corporate partners involved in this project regarding project status.

CONTRACTOR shall also continue exploration of conditions under which limited public access to the top of Rattlesnake Mountain would be possible, and prepare a written report for the COUNTY on this topic by the end of the Contract period. CONTRACTOR will provide liaison with the COUNTY, the State, and with Congressional offices in an effort to identify resources both for long-term maintenance of the road and for capital improvements to the road. It is understood that the CONTRACTOR'S paid Washington D.C. lobbyist will not be used in any manner for these efforts, and the CONTRACTOR does not have a lobbyist on staff.

4. **CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Carl Adrian, President  
Tri-City Development Council  
901 North Colorado Street  
Kennewick, Washington 99336  
509-735-1000
  
- b. For COUNTY: Loretta Smith Kelty, Deputy Administrator  
Benton County Commissioners' Office  
7122 West Okanogan Place  
Kennewick, Washington 99336  
509-786-5600

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

5. **COMPENSATION & INVOICING**

The COUNTY agrees to pay the CONTRACTOR the sum of \$10,000.00 in return for the services required under this Contract. If the cost to CONTRACTOR to perform those services exceeds the payment from the COUNTY under this Contract, CONTRACTOR may solicit payment from third parties to help fund the cost of the services performed under this contract. However, CONTRACTOR is required to perform the services required by this Contract regardless of the cost to CONTRACTOR and CONTRACTOR'S ability to secure additional funding from third parties. Payments by the COUNTY shall be made in five (5) equal quarterly payments of \$2,000.00. These quarterly payments to the CONTRACTOR shall be for the periods ending December 31, 2008; March 31, 2009; June 30, 2009; September 30, 2009; and December 31, 2009, respectively. When invoicing the COUNTY, the CONTRACTOR shall provide a concise one-page summary and update of activities and accomplishments related to progress on the services provided. The COUNTY will make quarterly payments within four weeks of receipt of an invoice and a work progress report from CONTRACTOR.

6. **AMENDMENT AND CHANGES IN WORK**

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

## 8. 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.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars (\$500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars (\$1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.
- c. 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.

## 9. TERMINATION

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 invoices previously submitted in accordance with this contract and a pro-rata payment for the portion of the calendar quarter for which services were rendered prior to the date any such termination is effective.

## 10. COMPLIANCE WITH LAWS

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

**11. 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.

**12. DISPUTES**

Differences 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.

**13. 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.

**14. 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.

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.

**BOARD OF COUNTY COMMISSIONERS**

**TRI-CITY DEVELOPMENT COUNCIL**

\_\_\_\_\_  
Claude Oliver, Chairman  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Carl Adrian, President  
Dated: \_\_\_\_\_

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

**Approved as to Form:**

*Karen K. Brown*  
\_\_\_\_\_  
Deputy Prosecuting Attorney

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:  
IN THE MATTER OF ESTABLISHING HOLIDAYS IN 2009 AND HOURS FOR THE  
TRANSACTION OF BUSINESS

WHEREAS, R.C.W. 36.16.100 authorizes the Board of Benton County Commissioners, by resolution, to prescribe the days and hours that all County offices shall be kept open for the transaction of business; **NOW, THEREFORE,**

**BE IT RESOLVED:**

- The following shall be paid legal holidays in 2009 for Benton County employees eligible for paid holidays unless said employee's holidays are established by bargaining unit contracts, in which case, the applicable bargaining contract shall be the determining document or said employee's office is directed by law to function on the designated holiday, in which case, the office's Elected Official shall select an alternate, in lieu of, day for the employee. In the event of a conflict between bargaining contract and law, the applicable law shall be the determining document:

New Year's Day	January 1, 2009
Martin Luther King, Jr. Day	January 19, 2009
Presidents' Day	February 16, 2009
Memorial Day	May 25, 2009
Independence Day	July 3, 2009
Labor Day	September 7, 2009
Veteran's Day	November 11, 2009
Thanksgiving Days	November 26-27, 2009
Christmas Days	December 24-25, 2009

- Except as provided by law, all Benton County offices shall stay closed all day during Saturdays, Sundays, and legal holidays in 2009.
- All Benton County offices shall, unless otherwise provided by law, remain open for the transaction of business with the public at least seven hours each business day. Each Elected Official and appointed department director shall hereby determine hours of public opening for their respective offices and departments. Such hours shall be filed with the Board and posted in conspicuous public locations.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest: .....

Clerk of the Board  
Elected Officials; Appointed Department Directors; Payroll; Personnel Resources Department

Constituting the Board of County  
Commissioners of Benton County,  
Washington

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: October 27, 2008 Subject: weapons storage equipment Prepared By: Keith Mercer Reviewed By: L. Smith Kelty A. Thompson	Execute Contract Pass Resolution   xxx Pass Ordinance Pass Motion Other	<div style="text-align: right; font-size: 2em; margin-bottom: 10px;">m</div> Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

Benton County entered into a contract on August 21, 2008 with SNW LLC for the purchase and installation of weapons storage per resolution 08-723. The equipment was installed on October 6, 2008. The Jail Captain has determined the project reached completion.

**FISCAL IMPACT**

\$3,567.02 including WSST to be paid out of personnel risk management  
\$3,567.03 including WSST to be paid out of Jail (120) budget  
 \$7,134.05 Total (What was presented to the Board on August 18, 2008)

**Actual Invoice**

\$7,088.24  
 \$3,544.12 to be paid out of personnel risk management  
 \$3,544.12 to be paid out of Jail (120) budget

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE INSTALLATION OF THE SHELVING AND WEAPONS RACKS LOCATED IN THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, Benton County entered into a contract on August 21, 2008 with SNW LLC for the purchase and installation of shelving and weapons racks per resolution 08-723; and

WHEREAS, the Jail Captain determined the project reached completion as of week ending October 17, 2008; NOW, THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the installation of the shelving and weapons racks and considers this project complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

10-27-08  
9:05

**From:** "Simmons-Rigdon, Heather - Yakima, WA" <Heather.Simmons-Rigdon@wa.usda.gov>  
**To:** <commissioners@co.benton.wa.us>  
**Date:** 9/30/2008 4:25 PM  
**Subject:** council meeting

Hi Marylou,

Just to clarify, after receiving a letter of invitation from us, Claude Oliver asked me to call you directly to be scheduled on the council meeting agenda. I think the 27th would work best for us this month, otherwise November is wide open. We can either give a power point presentation, or a more informal discussion of what we do and how we would like to partner with Benton County.

Thank You!

Heather Simmons-Rigdon  
RC&D Program Coordinator, USDA-NRCS

South Central Washington RC&D Council  
1606 Perry Street, Suite E  
Yakima, WA. 98902-5795

Office: (509) 454-5743, x104  
Cell: (509) 654-4350  
Fax: (509) 454-5739

Claude  
Can you verify  
RC&D coming  
before the Board?

Yes

9:20

<b>AGENDA ITEM</b> <b>MTG. DATE: 10-27-08</b> <b>SUBJECT: Appeal Resolution</b> <b>Prepared By: Ken Williams</b> <i>Ker</i> <b>Reviewed By: Steve Brown</b> <i>Sib</i>	<b><u>TYPE OF ACTION NEEDED</u></b> Execute Contract Pass Resolution XXX Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
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**BACKGROUND INFORMATION**

On October 6, 2008, the Board of County Commissioners held a public hearing where both written and oral testimony was given in regards to the Fire Marshal's decision to require the Temple Baptist Church to relocate the fire department connection to within 90' of the hydrant. Randy Barnes was present and gave testimony on behalf of the Temple Baptist Church.

**SUMMARY**

After considering both written and oral testimony, the Board of County Commissioners granted Temple Baptist Church's appeal, and directed the Fire Marshal to send a letter (enclosed) to Temple Baptist Church advising them that their appeal was granted.

**RECOMMENDATION**

Pass the resolution

**FISCAL IMPACT**

None

**MOTION**

Pass Resolution \_\_\_\_\_ granting Temple Baptist Church's appeal.

- Cc: David Sparks, County Administrator
- Loretta SmithKelty, Deputy County Administrator
- Steve Brown, Building Dept Manager
- Randy Barnes, Temple Baptist Church

- Encl: Temple Baptist Church Appeal Resolution
- Oct. 14, 2008 Letter to Temple Baptist Church

# RESOLUTION

Before the Board of Commissioners of Benton County, Washington

**IN THE MATTER OF BUILDING DEPARTMENT RE: APPEAL OF THE FIRE MARSHAL'S DECISION TO REQUIRE THE FIRE DEPARTMENT CONNECTION FOR THE SPRINKLER SYSTEM TO BE LOCATED WITHIN 90 FEET OF A WATER SUPPLY.**

**APPLICANT: TEMPLE BAPTIST CHURCH**

WHEREAS, Randy Barnes, representing Temple Baptist Church, filed an appeal with the Board of County Commissioners regarding the Fire Marshal's decision to require the Church's fire department connection to be within 90 feet of a water supply.

WHEREAS, the Board did establish an appeal hearing at 9:55 a.m. on Monday, October 6, 2008, in the conference room, Benton county Courthouse, Third Floor, Prosser, Washington, where testimony was taken; and

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of denial from the Building Department, all oral and written testimony presented at the hearing;

- A. The Fire Marshal did send a letter to the Church on February 21, 2007, advising the fire department connection was to be within 90 feet of a hydrant.
- B. The Fire Marshal informed the Church on July 3, 2008 that the installed fire department connection was more than 90 feet from the hydrant.
- C. The surrounding fire agencies requirements for the location of fire department connections range from no requirements to 200 feet.
- D. The distance from the Church's fire department connection to the closest hydrant is 157 feet.
- E. The Church stated that they did not receive the February 21, 2007 letter.
- F. The Church stated the February 21, 2007 letter should have been sent to the sprinkler contractor.
- G. The underground utilities for the building lie between the fire department connection and the hydrant making it extremely costly to place the fire department connection within 90 feet of the hydrant.

NOW, THEREFORE BE IT RESOLVED that the appeal of Temple Baptist Church is hereby granted and the Benton County Fire Marshal is directed to send a letter to the Church advising that the appeal has been granted and the fire department connection may remain at its current location.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

\_\_\_\_\_  
Member

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

Attest .....  
Clerk of the Board

# Benton County

## Building Department

5600 W. Canal Dr. Ste. C, Box A-105  
Kennewick, WA. 99336

Area Code 509

Tri-Cities 735-3500

From Prosser 786-5622

Fax 736-2732

Steve Brown  
Manager

Tuesday, October 14, 2008

Randy Barnes, Temple Baptist Church  
5019 Santa Fe Lane  
Pasco,  
WA.  
99301

Re: Temple Baptist Church – Appeal

Dear Mr. Barnes,

The Board of County Commissioners at it's meeting on Monday, October 6, 2008 held a public hearing to review your appeal of the decision by the Benton County Fire Marshal regarding the location of the fire department connection. After review and discussion, the Board of County Commissioners made a motion to grant the appeal to allow the fire department connection to remain in its present location. A motion was made and passed to have the Chairman of the Board sign a resolution to that effect. Enclosed is a copy of the resolution signed by the Board of County Commissioners.

Please contact this office if you have any questions on this matter

Sincerely,

Ken Williams  
Fire Marshal  
[Ken.williams@co.benton.wa.us](mailto:Ken.williams@co.benton.wa.us)